

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-239

AUTHORIZING THE AWARD OF CITY CONTRACT #26-20, 19TH STREET TO 26TH STREET FLOOD MITIGATION PROJECT TO RICHARD E. PIERSON CONSTRUCTION CO., INC

WHEREAS, specifications were authorized for advertisement by Resolution #26-135 on Thursday, May 21st, 2026 for City Contract #26-20, 19th Street to 26th Street Flood Mitigation Project; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Public Notices Webpage on Monday, July 14, 2026, and the Invitation to Bid was distributed to various prospective bidders via the OpenGov platform for City Contract #26-20, 19th Street to 26th Street Flood Mitigation Project; and

WHEREAS, bid proposals were opened for City Contract #26-20, 19th Street to 26th Street Flood Mitigation Project on Thursday, August 13th, 2026 and nine (9) bid proposals were received per the attached Summary of Bid Proposals; and

WHEREAS, the apparent low bidder, Gemini General Contracting, did not specific a plumber in their bid as required by the bid specifications resulting in a fatal flaw and bid rejection; and

WHEREAS, Bryan VanderGheynst, P.E., (Michael Baker International); George J. Savastano, Business Administrator; Vincent S. Bekier, Director of Capital Programs, Project Management & Engineering; Christine D. Gundersen, Manager of Capital Planning; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the bid proposals and the specifications and recommend that the contract be awarded to Richard E. Pierson Construction Co., Inc as the lowest responsible bidder; and

WHEREAS, the vendor is advised that this award does not guarantee that all of the items listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue purchase orders for said items. No items shall be sent to the City without first obtaining a purchase order; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that City Contract #26-20, 19th Street to 26th Street Flood Mitigation Project be and is hereby awarded to the following lowest responsible bidder as follows:

Richard E. Pierson Construction Co., Inc 426 Swedesboro Road Pilesgrove, NJ 08098				
---	--	--	--	--

Base Bid City Contract #26-20

Item	Description	Unit	Unit Price	Total Price
1.	MOBILIZATION.....	1 L.S.	\$248,000.00	\$248,000.00
2.	SOIL EROSION AND SEDIMENT CONTROL.....	1 L.S.	\$40,000.00	\$40,000.00
3.	TRAFFIC CONTROL.....	1 L.S.	\$72,000.00	\$72,000.00
4.	FINAL CLEANUP.....	1 L.S.	\$4,500.00	\$4,500.00
5.	CLEARING SITE.....	1 L.S.	\$34,000.00	\$34,000.00
6.	EXCAVATION, TEST PIT.....	50 C.Y.	\$1,200.00	\$60,000.00
7.	DETECTABLE WARNING SURFACE...	4 S.Y.	\$375.00	\$1,500.00
8.	REMOVAL OF PAVEMENT.....	3,500 S.Y.	\$3.00	\$10,500.00
9.	DISPOSAL OF REGULATED MATERIAL.....	50 TON	\$89.00	\$4,450.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-239

Base Bid City Contract #26-20 (Continued)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
10.	SOIL SAMPLING AND ANALYSES, REGULATED.....	10 UNIT	\$1,600.00	\$16,000.00
11.	HMA MILLING, 3" OR LESS.....	700 S.Y.	\$13.00	\$9,100.00
12.	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE.....	4,191 S.Y.	\$40.00	\$167,640.00
13.	HOT MIX ASPHALT 19 M 64 INTERMEDIATE COURSE.....	2,642 S.Y.	\$36.00	\$95,112.00
14.	HOT MIX ASPHALT 25 M 64 BASE COURSE.....	80 S.Y.	\$55.00	\$4,400.00
15.	MISCELLANEOUS CONCRETE.....	10 C.Y.	\$1,000.00	\$10,000.00
16.	18" HIGH DENSITY POLYETHYLENE PIPE.....	1,104 L.F.	\$147.00	\$162,288.00
17.	24" HIGH DENSITY POLYETHYLENE PIPE.....	1,690 L.F.	\$136.00	\$229,840.00
18.	VIDEO INSPECTION OF PIPE.....	1,300 L.F.	\$8.00	\$10,400.00
19.	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER.....	500 L.F.	\$9.00	\$4,500.00
20.	CLEANING EXISTING PIPE, OVER 24" TO 48" DIAMETER.....	800 L.F.	\$17.00	\$13,600.00
21.	8" DUCTILE IRON PIPE.....	2,184 L.F.	\$105.00	\$229,320.00
22.	16" DUCTILE IRON PIPE.....	2,163 L.F.	\$258.00	\$558,054.00
23.	18" DUCTILE IRON PIPE.....	25 L.F.	\$958.00	\$23,950.00
24.	24" DUCTILE IRON PIPE.....	8 L.F.	\$1,800.00	\$14,400.00
25.	12" DUCTILE IRON PIPE.....	1,213 L.F.	\$167.00	\$202,571.00
26.	14" DUCTILE IRON PIPE.....	802 L.F.	\$282.00	\$226,164.00
27.	INLET, TYPE A.....	12 UNIT	\$5,200.00	\$62,400.00
28.	INLET, TYPE E.....	6 UNIT	\$18,000.00	\$108,000.00
29.	MANHOLE, 4' DIAMETER.....	6 UNIT	\$5,500.00	\$33,000.00
30.	MANHOLE, 5' DIAMETER.....	6 UNIT	\$6,800.00	\$40,800.00
31.	MANHOLE, 6' DIAMETER.....	2 UNIT	\$8,400.00	\$16,800.00
32.	RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING.....	11 UNIT	\$2,300.00	\$25,300.00
33.	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING.....	3 UNIT	\$2,300.00	\$6,900.00
34.	RECONSTRUCTED INLET, TYPE E, USING EXISTING CASTING.....	1 UNIT	\$2,300.00	\$2,300.00
35.	RECONSTRUCTED MANHOLE, USING EXISTING CASTING.....	1 UNIT	\$2,300.00	\$2,300.00
36.	STORMWATER PUMPING STATION 1	1 UNIT	\$962,000.00	\$962,000.00
37.	STORMWATER PUMPING STATION 2	1 UNIT	\$737,000.00	\$737,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-239

Base Bid City Contract #26-06 (Continued)

Item	Description	Unit	Unit Price	Total Price
38.	24" TIDE CONTROL CHECK VALVE, INLINE.....	1 UNIT	\$10,000.00	\$10,000.00
39.	14" TIDE CONTROL CHECK VALVE, INLINE.....	1 UNIT	\$6,000.00	\$6,000.00
40.	42" TIDE CONTROL CHECK VALVE, INLINE.....	1 UNIT	\$27,500.00	\$27,500.00
41.	18" TIDE CONTROL CHECK VALVE, INLINE.....	1 UNIT	\$9,700.00	\$9,700.00
42.	CONCRETE SLOPE GUTTER, 8" THICK.....	30 S. F.	\$275.00	\$8,250.00
43.	CHAIN-LINK FENCE, 10' HIGH.....	55 L.F.	\$122.00	\$6,710.00
44.	GATE, CHAIN-LINK FENCE, 4' WIDE..	1 UNIT	\$894.00	\$894.00
45.	RESET FENCE.....	50 L.F.	\$53.00	\$2,650.00
46.	CONCRETE SIDEWALK, 4" THICK.....	681 S.Y.	\$125.00	\$85,125.00
47.	9" X 18" CONCRETE VERTICAL CURB	228 L.F.	\$107.00	\$24,396.00
48.	TRAFFIC STRIPES, 4".....	1,000 L.F.	\$2.00	\$2,000.00
49.	TRAFFIC STRIPES, 8".....	200 L.F.	\$4.00	\$800.00
50.	TRAFFIC MARKINGS.....	200 S.F.	\$10.00	\$2,000.00
51.	SODDING.....	771 S.F.	\$45.00	\$34,695.00
52.	ASPHALT PRICE ADJUSTMENT (NO BID).....	1 DOLLAR	\$25,000.00	\$25,000.00
53.	UTILITY CONFLICTS (NO BID).....	100,000 DOLLAR	\$1.00	\$1.00
54.	ELECTRICAL SERVICE CONNECTION (NO BID).....	60,000 DOLLAR	\$1.00	\$1.00
55.	LANDSCAPE PLANTINGS, IF AND WHERE DIRECTED (NO BID).....	20,000 DOLLAR	\$1.00	\$1.00
56.	OWNERS CONTINGENCY.....	1 L.S.	\$100,000.00	\$100,000.00
Total Amount for City Contract #26-20.....				\$4,974,809.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 26-239

BE IT FURTHER RESOLVED that the Mayor and the City Purchasing Manager are hereby authorized to enter into a contract with Richard E. Pierson Construction Co., Inc for City Contract #26-20, 19th Street to 26th Street Flood Mitigation Project as listed and in accordance with the bid specifications and the bid proposal form.

The Director of Financial Management certifies that funds are available and \$648,537.71 shall be charged to Capital Account #C-04-55-327-101, \$500,000.00 shall be charged to Capital Account #C-04-55-334-151, \$1,517,361.03 shall be charged to Capital Account #C-04-55-334-101, and \$2,308,910.26 shall be charged to Capital Account #C-04-55-337-151.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RAW #26-20 Flood Mitigation.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

August 17, 2026

George J. Savastano, P.E.
City of Ocean City
15 E. 12th Street
Ocean City, NJ 08226

Attention: Vince Bekier

**Subject: Final Design and Construction Documents for Drainage Improvements on Haven Avenue
Between 19th – 25th Streets
Ocean City Purchase Order No. 24-03685
Bid Evaluation and Recommendation to Award
Contract #26-20**

Dear Mr. Bekier:

Michael Baker International has completed our review and analysis of the bids received for Contract #26-20 on August 13, 2026. The individual unit prices of the apparent responsive low and second low bidders have been reviewed, with total prices and a comparison between the low bid and Engineer's Estimate computed. The bids have been properly extended and the overall bid appears to be accurate. It is our understanding that the Contractor, Richard E. Pierson Construction, is acceptably pre-qualified with the City of Ocean City (City).

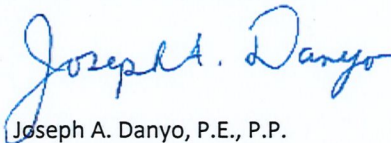
Richard E. Pierson Construction submitted a bid of \$4,974,809.00 for Contract #26-20. This bid was approximately 20% (\$829,438.00) higher than the Engineer's Estimate of \$4,145,371.00 and is 0.3% below the second low bid, submitted by Underground Utilities Corp. for \$4,989,565.00. There were four (4) pay items that have a deviation of more than a \$100,000 (i.e., the total cost of the pay item is either over or under) when compared to the Engineer's Estimate total costs for said pay item. The summation of the low bidder's total costs for these select pay items was \$401,775.00 above the Engineer's Estimate. We recommend that the Resident Engineer monitor the use of these pay items carefully, to assure the Contractor restricts his work to the limits specified on the Contract Plans & Specifications for these pay items, unless field conditions dictate otherwise.

With Richard E. Pierson Construction's acceptable prequalification by the City and their successful completion of previous similar projects, we recommend awarding Contract #26-20 to Richard E. Pierson Construction.

If you have any questions or comments or require additional information, please contact me at 609-807-9595.

Very truly yours,

MICHAEL BAKER INTERNATIONAL, INC.



Joseph A. Danyo, P.E., P.P.
Vice President/Project Manager

EVALUATION TABULATION

City Contract #26-20

19th Street to 26th Street Flood Mitigation Project

Engineer's Estimate: \$4,145,371.00

Gemini Fatal Flaw: Failed to Provide a Plumber!

BASE BID		Gemini General Contracting		Richard E. Pierson Construction		Underground Utilities Corp.		Mettis Construction Co Inc		South State, Inc.		Earle Asphalt Company		C. Albornoz Contractors Inc.		Montana Construction Inc.		JPC Group Inc	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION	1	L.S.	\$140,000.00	\$140,000.00	\$248,000.00	\$248,000.00	\$200,000.00	\$200,000.00	\$125,000.00	\$125,000.00	\$250,000.00	\$250,000.00	\$255,000.00	\$255,000.00	\$125,000.00	\$125,000.00	\$360,000.00	\$360,000.00
2	SOIL EROSION AND SEDIMENT CONTROL	1	L.S.	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$28,000.00	\$28,000.00	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00
3	TRAFFIC CONTROL	1	L.S.	\$15,000.00	\$15,000.00	\$72,000.00	\$72,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$11,500.00	\$11,500.00	\$25,000.00	\$25,000.00	\$400,000.00	\$400,000.00
4	FINAL CLEANUP	1	L.S.	\$50,000.00	\$50,000.00	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
5	CLEARING SITE	1	L.S.	\$65,000.00	\$65,000.00	\$34,000.00	\$34,000.00	\$100,000.00	\$100,000.00	\$174,350.00	\$174,350.00	\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$175,000.00	\$175,000.00
6	EXCAVATION, TEST PIT	50	C.Y.	\$5.00	\$250.00	\$1,200.00	\$60,000.00	\$250.00	\$12,500.00	\$250.00	\$10.00	\$500.00	\$300.00	\$15,000.00	\$450.00	\$22,500.00	\$20.00	\$1,000.00	\$300.00
7	DETECTABLE WARNING SURFACE	4	S.Y.	\$150.00	\$600.00	\$375.00	\$1,500.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$140.00	\$560.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00
8	REMOVAL OF PAVEMENT	3500	S.Y.	\$1.00	\$3,500.00	\$3.00	\$1,050.00	\$7.00	\$24,500.00	\$14.00	\$49,000.00	\$5.00	\$17,500.00	\$10.00	\$35,000.00	\$1.00	\$3,500.00	\$18.00	\$63,000.00
9	DISPOSAL OF REGULATED MATERIAL	50	TON	\$10.00	\$500.00	\$89.00	\$4,450.00	\$75.00	\$3,750.00	\$140.00	\$7,000.00	\$80.00	\$4,000.00	\$50.00	\$2,500.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00
10	SOIL SAMPLING AND ANALYSES, REGULATED	10	UNIT	\$5.00	\$50.00	\$160.00	\$1,600.00	\$15.00	\$150.00	\$180.00	\$1,800.00	\$30.00	\$21,000.00	\$30.00	\$21,000.00	\$30.00	\$21,000.00	\$20,000.00	\$20,000.00
11	HMA MILLING, 3" OR LESS	700	S.Y.	\$25.00	\$17,500.00	\$13.00	\$9,100.00	\$15.00	\$10,500.00	\$14.00	\$9,800.00	\$1,750.00	\$121,500.00	\$30.00	\$21,000.00	\$32.50	\$22,750.00	\$136,207.50	\$100,584.00
12	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE	4191	S.Y.	\$12.00	\$50,292.00	\$40.00	\$167,640.00	\$25.00	\$104,775.00	\$18.00	\$75,438.00	\$25.00	\$104,775.00	\$35.00	\$146,665.00	\$44.00	\$184,665.00	\$71,344.00	\$24.00
13	HOT MIX ASPHALT 19 M 64 INTERMEDIATE COURSE	2642	S.Y.	\$18.00	\$47,556.00	\$36.00	\$95,112.00	\$40.00	\$105,680.00	\$60.00	\$158,920.00	\$50.00	\$132,100.00	\$40.00	\$16,248.00	\$27.00	\$71,344.00	\$92.00	\$84,544.00
14	HOT MIX ASPHALT 25 M 64 BASE COURSE	80	S.Y.	\$31.00	\$2,480.00	\$55.00	\$4,400.00	\$40.00	\$3,200.00	\$85.00	\$6,800.00	\$20.00	\$8,000.00	\$45.00	\$3,600.00	\$25.00	\$625.00	\$70.00	\$5,600.00
15	MISCELLANEOUS CONCRETE	10	C.Y.	\$0.1	\$1.10	\$1,000.00	\$10,000.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$350.00	\$7,500.00	\$850.00	\$8,500.00	\$200.00	\$2,000.00	\$750.00	\$7,500.00
16	18" HIGH DENSITY POLYETHYLENE PIPE	1104	L.F.	\$130.00	\$143,520.00	\$147.00	\$162,288.00	\$100.00	\$110,400.00	\$105.00	\$115,920.00	\$170.00	\$187,680.00	\$175.00	\$193,200.00	\$128.00	\$141,12.00	\$310.00	\$342,240.00
17	24" HIGH DENSITY POLYETHYLENE PIPE	1690	L.F.	\$170.00	\$287,300.00	\$136.00	\$229,840.00	\$114.00	\$192,660.00	\$171.75	\$290,257.50	\$265.00	\$447,850.00	\$188.00	\$317,720.00	\$192.00	\$324,480.00	\$350.00	\$591,500.00
18	VIDEO INSPECTION OF PIPE	1300	L.F.	\$6.00	\$7,800.00	\$8.00	\$10,400.00	\$10.00	\$13,000.00	\$2.00	\$2,600.00	\$5.00	\$6,500.00	\$8.00	\$10,400.00	\$2.50	\$3,250.00	\$15.00	\$19,500.00
19	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	500	L.F.	\$11.00	\$5,500.00	\$9.00	\$4,500.00	\$25.00	\$12,500.00	\$7.50	\$3,750.00	\$10.00	\$10,000.00	\$7.00	\$5,000.00	\$9.00	\$4,500.00	\$8.00	\$4,000.00
20	DIAMETER	800	L.F.	\$14.00	\$11,200.00	\$17.00	\$13,600.00	\$25.00	\$20,000.00	\$12.00	\$9,600.00	\$12.50	\$10,000.00	\$7.00	\$5,000.00	\$11.00	\$8,800.00	\$13.00	\$10,400.00
21	8" DUCTILE IRON PIPE	2184	L.F.	\$100.00	\$218,400.00	\$105.00	\$229,320.00	\$130.00	\$283,920.00	\$105.00	\$229,320.00	\$160.00	\$349,440.00	\$122.00	\$266,448.00	\$125.00	\$273,000.00	\$125.00	\$273,000.00
22	16" DUCTILE IRON PIPE	2163	L.F.	\$218.00	\$471,534.00	\$258.00	\$558,054.00	\$300.00	\$648,900.00	\$230.00	\$497,490.00	\$275.00	\$599,825.00	\$253.00	\$547,239.00	\$330.00	\$757,050.00	\$250.00	\$540,750.00
23	18" DUCTILE IRON PIPE	25	L.F.	\$250.00	\$6,250.00	\$958.00	\$23,950.00	\$300.00	\$7,500.00	\$865.00	\$21,625.00	\$295.00	\$7,375.00	\$728.00	\$18,200.00	\$1,125.00	\$1,125.00	\$445.00	\$445.00
24	24" DUCTILE IRON PIPE	8	L.F.	\$400.00	\$3,200.00	\$1,800.00	\$14,400.00	\$375.00	\$1,400.00	\$850.00	\$6,800.00	\$320.00	\$7,360.00	\$1,000.00	\$8,000.00	\$2,000.00	\$16,000.00	\$5,600.00	\$5,600.00
25	12" DUCTILE IRON PIPE	1213	L.F.	\$175.00	\$212,275.00	\$167.00	\$202,571.00	\$150.00	\$181,950.00	\$165.00	\$200,145.00	\$215.00	\$260,795.00	\$182.00	\$220,766.00	\$175.00	\$212,275.00	\$200.00	\$242,600.00
26	14" DUCTILE IRON PIPE	802	L.F.	\$210.00	\$168,420.00	\$282.00	\$226,164.00	\$175.00	\$140,950.00	\$220.00	\$176,440.00	\$240.00	\$192,000.00	\$300.00	\$240,600.00	\$325.00	\$260,650.00	\$220.00	\$176,440.00
27	INLET, TYPE A	12	UNIT	\$5,000.00	\$60,000.00	\$5,200.00	\$62,400.00	\$3,500.00	\$42,000.00	\$3,750.00	\$45,000.00	\$4,500.00	\$54,000.00	\$5,750.00	\$69,000.00	\$4,500.00	\$54,000.00	\$5,000.00	\$60,000.00
28	INLET, TYPE E	6	UNIT	\$6,250.00	\$37,500.00	\$18,000.00	\$108,000.00	\$3,500.00	\$12,600.00	\$5,500.00	\$19,800.00	\$6,000.00	\$36,000.00	\$7,500.00	\$45,000.00	\$6,400.00	\$38,400.00	\$8,500.00	\$51,000.00
29	MANHOLE, 4' DIAMETER	6	UNIT	\$6,250.00	\$37,500.00	\$33,000.00	\$200,000.00	\$5,000.00	\$30,000.00	\$4,500.00	\$27,000.00	\$8,000.00	\$48,000.00	\$7,900.00	\$47,400.00	\$6,000.00	\$36,000.00	\$55,200.00	\$55,200.00
30	MANHOLE, 5' DIAMETER	6	UNIT	\$8,200.00	\$49,200.00	\$6,800.00	\$40,800.00	\$5,500.00	\$33,000.00	\$4,500.00	\$27,000.00	\$10,000.00	\$60,000.00	\$7,900.00	\$47,400.00	\$12,500.00	\$75,000.00	\$12,500.00	\$75,000.00
31	MANHOLE, 6' DIAMETER	2	UNIT	\$9,500.00	\$19,000.00	\$8,400.00	\$16,800.00	\$6,500.00	\$13,000.00	\$7,500.00	\$15,000.00	\$10,500.00	\$21,000.00	\$10,000.00	\$20,000.00	\$14,000.00	\$28,000.00	\$16,000.00	\$32,000.00
32	RECONSTRUCTED INLET, TYPE A, USING EXISTING	11	UNIT	\$750.00	\$8,250.00	\$2,300.00	\$23,300.00	\$1,500.00	\$15,500.00	\$1,200.00	\$13,200.00	\$1,250.00	\$13,750.00	\$1,500.00	\$16,500.00	\$2,500.00	\$27,500.00	\$5,000.00	\$55,000.00
33	RECONSTRUCTED INLET, TYPE B, USING EXISTING	3	UNIT	\$750.00	\$2,250.00	\$2,300.00	\$6,900.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$1,250.00	\$3,750.00	\$1,700.00	\$5,100.00	\$2,500.00	\$7,500.00	\$6,000.00	\$18,000.00
34	CASTING	1	UNIT	\$750.00	\$750.00	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,188.13	\$1,188.13	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00
35	RECONSTRUCTED MANHOLE, USING EXISTING	1	UNIT	\$750.00	\$750.00	\$2,300.00	\$2,300.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,250.00	\$1,250.00	\$2,800.00	\$2,800.00	\$4,200.00	\$4,200.00	\$8,000.00	\$8,000.00
36	STORMWATER PUMPING STATION 1	1	UNIT	\$1,250,000.00	\$1,250,000.00	\$962,000.00	\$962,000.00	\$1,062,500.00	\$1,062,500.00	\$1,100,000.00	\$1,100,000.00	\$950,000.00	\$950,000.00	\$1,278,000.00	\$1,278,000.00	\$1,303,560.50	\$1,303,560.50	\$1,100,000.00	\$1,100,000.00
37	STORMWATER PUMPING STATION 2	1	UNIT	\$900,000.00	\$900,000.00	\$737,000.00	\$737,000.00	\$962,500.00	\$962,500.00	\$1,050,000.00	\$1,050,000.00	\$850,000.00	\$850,000.00	\$855,000.00	\$855,000.00	\$1,250,000.00	\$1,250,000.00	\$810,000.00	\$810,000.00
38	24" TIDE CONTROL CHECK VALVE, INLINE	1	UNIT	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$14,000.00	\$14,000.00	\$12,500.00	\$12,500.00	\$19,000.00	\$19,000.00	\$11,000.00	\$11,000.00
39	14" TIDE CONTROL CHECK VALVE, INLINE	1	UNIT	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00	\$5,700.00	\$5,700.00	\$6,500.00	\$6,500.00	\$8,800.00	\$8,800.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
40	42" TIDE CONTROL CHECK VALVE, INLINE	1	UNIT	\$30,750.00	\$30,750.00	\$27,500.00	\$27,500.00	\$33,000.00	\$33,000.00	\$32,000.00	\$32,000.00	\$34,000.00	\$34,000.00	\$40,000.00	\$40,000.00	\$42,000.00	\$42,000.00	\$27,000.00	\$27,000.00
41	18" TIDE CONTROL CHECK VALVE, INLINE	1	UNIT	\$6,550.00	\$6,550.00	\$9,700.00	\$9,700.00	\$12,000.00	\$12,000.00	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00
42	CONCRETE SLOPE GUTTER, 8" THICK	30	S.Y.	\$325.00	\$9,750.00	\$8,250.00	\$24,750.00	\$150.00	\$4,500.00	\$175.00	\$5,250.00	\$130.00	\$4,050.00	\$322.00	\$9,660.00	\$280.00	\$8,400.00	\$580.00	\$580.00
43	CHAIN-LINK FENCE, 10' HIGH	55	L.F.	\$200.00	\$11,000.00	\$122.00	\$6,710.00	\$125.00	\$6,875.00	\$110.00	\$6,050.00	\$125.00	\$6,875.00	\$110.00	\$6,050.00	\$125.00	\$6,875.00	\$130.00	\$7,150.00
44	GATE, CHAIN-LINK FENCE, 4' WIDE	1	UNIT	\$4,500.00	\$4,500.00	\$884.00	\$884.00	\$5,000.00	\$5,000.00	\$2,100.00	\$2,100.00	\$1,800.00	\$1,800.00	\$2,150.00	\$2,150.00	\$2,154.00	\$2,154.00	\$3,000.00	\$3,000.00
45	RESET FENCE	50	L.F.	\$100.00	\$5,000.00	\$53.00	\$2,650.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$100.00	\$10,000.00	\$76.00	\$3,800.00	\$100.00	\$10,000.00	\$5,000.00	\$5,000.00
46	CONCRETE SIDEWALK, 4" THICK	681	S.Y.	\$160.00	\$108,960.00	\$125.00	\$85,125.00	\$125.00	\$85,125.00	\$130.00	\$88,530.00	\$130.00	\$88,530.00	\$117.00	\$79,677.00	\$140.00	\$95,340.00	\$280.00	\$190,680.00
47	9' X 18" CONCRETE VERTICAL CURB	228	L.F.	\$75.00	\$17,100.00	\$107.00	\$24,396.00	\$40.00	\$9,120.00	\$52.00	\$11,856.00	\$45.00	\$10,260.00	\$100.00	\$22,800.00	\$65.00	\$14,820.00	\$160.00	\$36,480.00
48	TRAFFIC STRIPES, 4"	1000	L.F.	\$5.00	\$5,000.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$2.50	\$2,500.00	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$1.00	\$1,000.00	\$3.00	\$3,000.00

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 26-240

AUTHORIZING THE A SHARED SERVICES AGREEMENT WITH THE CAPE MAY
COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL
AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority (“CMCMUA”/”Authority”) has designed, financed, acquired, constructed, expanded, and currently operates a solid waste management system (“System”) which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, the City of Ocean City has utilized and desires to continue to utilize the services of the CMCMUA’s System; and,

WHEREAS, there currently exists a contract between the City of Ocean City and the Authority for the use of the CMCMUA’s System for the disposal, transfer, and recycling of solid waste entitled “Shared Services Agreement for Solid Waste Disposal and Recycling Services” (“Agreement”) which will expire on December 31, 2026; and,

WHEREAS, the City of Ocean City and the Authority desire to enter into a new Agreement and to fix the expiration date of said agreement to occur on December 31, 2029; and,

WHEREAS, the Authority has offered the “Shared Services Agreement for Solid Waste Disposal and Recycling Services” to the City of Ocean City in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA’s System from January 1, 2027 through December 31, 2029; and,

WHEREAS, the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both Solid Waste disposal and certain recycling services through December 31, 2029; and,

WHEREAS, N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act, authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

NOW THEREFORE BE IT RESOLVED, by the governing body of the City of Ocean City, County of Cape May, and State of New Jersey, that the City of Ocean City shall enter into a contract with the Authority entitled “Shared Services Agreement for Solid Waste Disposal and Recycling Services”, effective January 1, 2027, in the form to be maintained on file in the office of the City of Ocean City Clerk and that the appropriate City of Ocean City officials are hereby authorized and directed to execute said Agreement.

Terry Crowley, Jr.
Council President

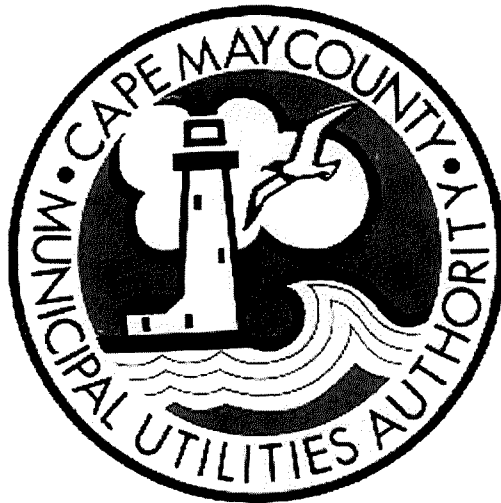
Files: RES Shared Service CMCMUA.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**



**Between
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
and
CITY OF OCEAN CITY**

**Effective
January 1, 2027**

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES
TABLE OF CONTENTS

	Page
Article I. Definitions.....	4
Article II. Commencement and Term.....	4
Article III. Municipality Responsibilities.....	4
Article IV. CMCMUA Responsibilities.....	5
Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material.....	5
Article VI. Solid Waste Disposal Rates.....	6
Article VII. Single Stream Recyclable Material Disposal Rates.....	8
Article VIII. Billing and Payments.....	8
Article IX. Single Stream Recyclable Material Reports.....	8
Article X. Technical and Educational Assistance.....	8
Article XI. Ordinances.....	8
Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation.....	9
Article XIII. Licensing of Transporters.....	9
Article XIV. Monitoring of Solid Waste Disposal Activities.....	9
Article XV. Failure of the Municipality to Perform.....	10
Article XVI. Failure of the CMCMUA to Perform.....	10
Article XVII. Disputes.....	11
Article XVIII. Force Majeure.....	11
Article XIX. Excusable Termination of Agreement.....	11
Article XX. Penalty.....	12
Article XXI. Governing Law.....	12
Article XXII. Severability.....	12
Article XXIII. Successors and Assigns.....	12
Article XXVI. Notices.....	13
Article XXV. Successor Agreement.....	13
Article XXVI. Entire Agreement.....	13
Article XXVII. Favored Municipality Status.....	14

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

This Agreement, is made and dated as of this _____ day of _____, 20____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the CITY OF OCEAN CITY hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2029; and

WHEREAS, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

“Single Stream Recyclable Material” shall consist of all Single Stream Recyclable Material as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “A”.

“Solid Waste” shall consist of “Type 10 - Municipal Solid Waste”, “Type 13 – Bulky Waste”, “Type 23 – Vegetative Waste”, “Type 25 - Animal and Food Processing Waste”, and “Type 27 – Dry Industrial Waste (non-hazardous)” as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

“Source Separated Recyclable Material” shall consist of all source separated materials as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “B”.

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2027 and shall remain in effect through December 31, 2029.

Article III. Municipality Responsibilities

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the “*Cape May County Solid Waste Management Plan*”, as amended, (hereinafter the “Plan”) and the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, (hereinafter the “Terms and Conditions”), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

Article IV. CMCMUA Responsibilities

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

Article VI. Solid Waste Disposal Rates^{36,37,38, 39}

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2027, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2026. For Calendar Year 2028, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 2027. For Calendar Year 2029, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a half percent (3.50%) from the Solid Waste tipping fees as established in the User Fees, effective January 2028. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

³⁶ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

³⁷ Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

³⁸ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

³⁹ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ⁴⁰.

⁴⁰ The CMCMUA will utilize all such supplemental funding which it receives, **if any**, for the purpose of debt reduction over a multi-year period to ensure rate stability.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

Article IX. Single Stream Recyclable Material Reports

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

Article X. Technical and Educational Assistance

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

Article XI. Ordinances

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, www.cmcmua.com. CMCMUA Solid Waste Facilities shall be closed on Sundays.

Article XIII. Licensing of Transporters

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

Article XIV. Monitoring of Solid Waste Disposal Activities

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing

Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

Article XV. Failure of the Municipality to Perform

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Article XVI. Failure of the CMCMUA to Perform

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall

have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

Article XVIII. Force Majeure

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

Article XIX. Excusable Termination of Agreement

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-

recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days' notice of termination.

Article XX. Penalty

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

Article XXI. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

Article XXII. Severability

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions 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 supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

Article XXIV. Notices

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Jay A. Gillian
City of Ocean City
9th & Asbury Avenues
Ocean City, NJ 08226

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2027, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASSISTANT SECRETARY

DATE

CITY OF OCEAN CITY

ATTEST:

MUNICIPAL CLERK

DATE

EXHIBIT "A"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

<u>Single Stream Recyclable Material</u>	<u>Disposition</u>
◦ <u>Paper Products</u> - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
◦ <u>Glass Food & Beverage Containers</u> - Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
◦ <u>Metal Food & Beverage Cans</u> - Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
◦ <u>Plastic Bottles, Jars, Jugs, and Containers</u> - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material	Disposition
◦ <u>Computers and Consumer Electronics</u> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. ¹ Some municipalities provide curbside collection or a container at their drop off depot.
◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. ¹
◦ <u>All ferrous and non-ferrous scrap</u> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Leaves</u>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. ¹
◦ <u>Grass Clippings and Christmas Trees</u>	Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31 st . ¹
◦ <u>Wood Pallets</u>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. ¹
◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Street Sweepings</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Catch Basin Clean Out (dewatered)</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Household Hazardous Waste Collection Days</u>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

<u>Source Separated Recyclable Material</u>	<u>Disposition</u>
◦ <u>Litter Abatement Program</u>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
◦ <u>Abandoned Buildings</u>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
◦ <u>Lead Acid Batteries</u> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
◦ <u>Antifreeze</u> – which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

Joseph V. Rizzuto, Executive Director



George W. Betts, Chair
Barbara Prettyman, Vice Chair
William G. Burns, Jr.
Patricia A. Callinan
Zeth Matalucci
Tomaso Rotondi
Salvatore Zampirri, Sr.

Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210
Telephone: (609) 465-9026 • Telefax: (609) 465-9025
www.cmcmua.com

July 8, 2026

Mayor Jay A. Gillian
City of Ocean City
9th & Asbury Avenues
Ocean City, NJ 08226

RE: Proposed Shared Services Agreement for Solid Waste Disposal and Recycling Services

Dear Mayor Gillian:

Enclosed for your governing body's consideration is a proposed "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). This proposed Agreement, which is being presented to all 16 Cape May County municipalities, commences on January 1, 2027, and terminates on December 31, 2029.

Key modifications to the current Agreement, which expires on December 31, 2026, are detailed below.

Below is a summary of the proposed Agreement:

1. The proposed Agreement term is for three (3) years. The term commences on January 1, 2027 and terminates on December 31, 2029.
2. The Municipality shall cause all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material generated within its corporate boundaries and collected by, or on behalf of the Municipality to be delivered to the Authority.
3. The Authority will continue to accept, at no charge, for the term of the Agreement, all Single Stream Recyclable Materials, as detailed in Exhibit "A", delivered by, or on behalf of, participating Municipalities.
4. The Authority will continue to accept, at no charge, for the term of the Agreement, an extensive list of Source Separated Recyclable Materials, as detailed in Exhibit "B", delivered by, or on behalf of, participating Municipalities.
5. The Authority will continue to provide, at no additional cost, four (4) days of free Bulky Waste disposal for Municipalities that participate in the "Litter Abatement Partnership Program."

Cape May County Municipal Utilities Authority

July 8, 2026

Page 2

6. For Municipalities executing this Agreement, the Authority may implement annual adjustments to Solid Waste tipping fees based on the rates set in the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" as follows: for calendar year 2027, an increase not exceeding three and a quarter percent (3.25%) over 2026 fees; for calendar year 2028, an increase of no more than three and a quarter percent (3.25%) over 2027 fees; and for calendar year 2029, a maximum increase of three and a half percent (3.50%) over 2028 fees.

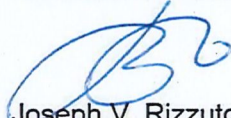
I am enclosing the following documents for consideration by the governing body of your municipality:

- Certified Resolution as adopted by the CMCMUA authorizing the execution of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services";
- Two (2) original copies of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" for execution by your Municipality; and,
- A draft Resolution which authorizes your Municipality's execution of the proposed Agreement.

Please do not hesitate to contact me if you have any questions or require additional information regarding the documents provided.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY



Joseph V. Rizzuto
Executive Director

Enclosures

cc: Clerk Melissa Rasner
Mr. George Savastano, Business Administrator
Mr. Frank Donato, Chief Financial Officer

RESOLUTION

No. 26-241

**AUTHORIZING THE THIRD EXTENSION (2026 – 2027) OF CITY RFP #Q-23-04,
CONSULTANT SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM IN THE CITY OF OCEAN CITY WITH TRIAD
ASSOCIATES**

WHEREAS, the United States Department of Housing & Urban Development has identified the City of Ocean City, Cape May County, New Jersey as an entitlement grantee, and the City of Ocean City has elected to accept its status as an entitlement grantee and is therefore required to take necessary steps in order to continue to participate in the Community Development Programs; and

WHEREAS, it is determined in the best interest of the City of Ocean City to have said services performed; and

WHEREAS, the Request for Proposal, City RFP #Q-23-04, Consultant Services for the Community Development Block Grant (CDBG) Program in the City of Ocean City was advertised in the Ocean City Sentinel on Wednesday, May 24, 2023 and the specifications was distributed to one (1) prospective bidder(s); and

WHEREAS, proposals were received & opened for City RFP #Q-23-04, Consultant Services for the Community Development Block (CDBG) Grant Program in the City of Ocean City on Thursday, June 8, 2023 and one (1) proposal was received; and

WHEREAS, based on the review and evaluations conducted in accordance with New Jersey State Local Public Contract Law by Frank Donato, III, Director of Financial Management; Christine D. Gundersen, Manager of Capital Planning; Michael Rossbach Jr., Assistant Purchasing Agent and Joseph S. Clark, QPA, City Purchasing Manager of the received proposal for City RFP #Q-23-04, Consultant Services for the Community Development Block Grant (CDBG) Program in the City of Ocean City it was recommended that a contract be awarded to Triad Associates, 1301 W. Forest Grove Road Bldg. 3A, Vineland, NJ 08360; and

WHEREAS, the City Council of the City of Ocean City, New Jersey authorized the award of City RFP #Q-23-04, Consultant Services for the Community Development Block (CDBG) Grant Program in the City of Ocean City on Thursday, June 22, 2023 by Resolution #23-60-025; and

WHEREAS, the City Council of the City of Ocean City, New Jersey, authorized the first extension of City RFP #Q-23-04, Consultant Services for the Community Development Block (CDBG) Grant Program in the City of Ocean City on Thursday, August 22, 2024 by Resolution #24-61-103; and

WHEREAS, the City Council of the City of Ocean City, New Jersey, authorized the second extension of City RFP #Q-23-04, Consultant Services for the Community Development Block (CDBG) Grant Program in the City of Ocean City on Thursday, August 21, 2025 by Resolution #25-62-469; and

WHEREAS, based on the review and evaluations conducted in accordance with New Jersey State Local Public Contract Law by Frank Donato, III, Director of Financial Management; Christine D. Gundersen, Manager of Capital Planning; Thomas Robert Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager of the received proposal for City RFP #Q-23-04, Consultant Services for the Community Development Block Grant (CDBG) Program in the City of Ocean City it was recommended that a contract be extended for a third time; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-241

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby extend City RFP #Q-23-04, Consultant Services for the Community Development Block (CDBG) Grant Program with **Triad Associates, 1301 W. Forest Grove Road Bldg. 3A, Vineland, NJ 08360** for professional consulting services for the community development programs as follows:

Item	Description	Total Amount
1.1	Preparation & Development of a Citizen Participation Plan.....	\$ 750.00
<u>Annual Action Plan Submissions</u>		
1.3.3	PY 2026, Cost per year.....	\$ 5,500.00
1.3.4	PY 2027, Cost per year.....	\$ 5,500.00
1.3.5	PY 2028, Cost per year.....	\$ 5,500.00
<u>Consolidated Annual Performance & Evaluation Report (CAPER)</u>		
1.4.4	PY 2026, Cost per year.....	\$ 4,500.00
1.4.5	PY 2027, Cost per year.....	\$ 4,500.00
1.6	Preparation of Environmental Review (per year).....	\$ 5,000.00
<u>Labor Category</u>		
2.1.1	President / CEO (per hour).....	\$ 150.00
2.1.2	Vice President / COO (per hour).....	\$ 150.00
2.1.3	Senior Associate (per hour).....	\$ 150.00
2.1.4	Associate (per hour).....	\$ 150.00

BE IT FURTHER RESOLVED that services during the contract period are subject to the actual needs as established by the City of Ocean City. As items are required, the City Purchasing Manager shall issue a purchase order for those items based on the availability of funds. No services shall be provided to the City without first obtaining a purchase order for said service; and

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are authorized to enter into a formal contract agreement with Triad Associates, 1301 W. Forest Grove Road Bldg. 3A, Vineland, NJ 08360 as a consultant for Community Development Programs beginning on September 1, 2026 and continuing through August 31, 2027 as listed and in accordance with the bid specifications and submitted bid proposal.

The Director of Financial Management certifies that funds are available for the 2026 Municipal Budget year and shall be charged to the appropriate Grant Accounts as Purchase Orders are issued. The funds for 2027 and 2028 are contingent upon HUD issuing an award letter in September for their respective year and will be charged to the appropriate Grant Accounts as the purchase orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RES EXT 3 RFP Q-23-04 CDBG.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF FINANCIAL MANAGEMENT

MEMO

TO: George J. Savastano, Business Administrator

From: Christine D. Gundersen, Manager of Capital Planning

Cc: Frank Donato III, Director of Financial Management
Michael Rossbach, Jr. QPA, Purchasing Manager

Date: August 7, 2026

RE: Renewal of Consultant Services - Community Development Block Grant (CDBG)
Program for 2026 – 2027 (September 1, 2026 – August 31, 2027)

I recommend renewing the Consultant Services for the Community Development Block Grant (CDBG) Program to Triad Associates, Vineland, NJ. The contract will provide professional services and technical assistance, as required for the preparation and development of;

- the Citizen Participation Plan 2027/2028
- Consolidated Plan
- Consolidated Annual Performance Report (CAPER) 2026
- Annual Action Plan 2027/2028
- Analysis of Impediments to Fair Housing, if requested
- Environmental Review (annually)

The Consultant will be relied upon to ensure compliance with all federal and state requirements, provide assistance in filing all documents to the United States Department of Housing & Urban Development (HUD) and meet all deadlines that are part of the program.

Please contact me at 609-525-9360 if you would like additional information. Thank you for your kind attention to this matter.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-242

A RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CITY CONTRACT #26-07,
2026-2028 FIREWORK DISPLAYS FOR THE CITY OF OCEAN CITY & THE
MEMBERS OF THE OCEAN CITY COOPERATIVE PRICING SYSTEM #251COCCPS
WITH PYROTECNICO FIREWORKS, INC.

WHEREAS, the specifications were authorized for advertisement by Resolution #25-62-513 on Thursday, October 23, 2025 for City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS; and

WHEREAS, the Notice to Bidders was advertised in the Ocean City Sentinel on Wednesday, October 29, 2025 and the Invitation to Bidders was distributed to various prospective bidders though the OpenGov E-Procurement platform for City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS; and

WHEREAS, the bid proposals were opened for City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS on Thursday, December 4, 2025 and one (1) bid proposal was received; and

WHEREAS, Daniel C. Kelchner, Director of Community Services; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager had reviewed the bid proposal and recommended that the contract be awarded to Pyrotecnico Fireworks, Inc.; and

WHEREAS, the City Council of the City of Ocean City New Jersey authorized the award of City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS to Pyrotecnico Fireworks, Inc. on Thursday, December 18, 2026 by Resolution #25-62-554 in the amount of \$169,500.00; and

WHEREAS, the City of Ocean City has decided to do an add-on extra grand finale for the Night in Venice Fireworks Show as described in item 2.F. of the contract; and

WHEREAS, Daniel C. Kelchner, Director of Community Services; Thomas R. Mahar, Purchasing Assistant and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed and certified Change Order #1 to City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS as follows:

Pyrotecnico Fireworks, Inc. 299 Wilson Road New Castle, PA 16101			
--	--	--	--

Supplemental Items for City Contract #26-07

2.F.	Add-on extra grand finale display presentation shells for NIV 2026.....	1 L.S.	\$10,500.00	\$10,500.00
Total Additional Amount for Change Order #1.....				\$10,500.00

WHEREAS, the newly adjusted contract cost including Change Order #1 is \$180,000.00, a total increase of \$10,500.00 or 6.19% to Purchase Order #26-01655 for City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS; and

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION
No. 26-242

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes Change Order #1 in the additional amount of \$10,500.00 to City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS; and

BE IT FURTHER RESOLVED that the Director of Financial Management is authorized to process Change Order #1 in the increased amount of \$10,500.00 to Purchase Order #26-01655 for City Contract #26-07, 2026-2028 Firework Displays for the City of Ocean City & Members of the Ocean City Cooperative Pricing System #251COCCPS and shall be charged to Operating Account #6-01-20-090-267.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RES CO #1 CC #26-07 Fireworks Pyrotecnico.docx

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-243

RESOLUTION CANCELING TAXES
PURSUANT TO N.J.S.A. 54:4-3.30

WHEREAS, N.J.S.A. 54:4-3.30, allows a Veteran’s Disability Tax Exemption for qualified veterans; and

WHEREAS, MCGOLDRICK, ANTHONY T. & ELAINE R., owners of Block 909, Lot 17 Qual. C930 located at 930 BAY AVE, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the Ocean City Tax Assessor as of 6/21/2026.

WHEREAS, it is the desire of the Ocean City Council, County of Cape May, State of New Jersey to adjust the records of the Tax Collector’s Office in accordance therewith, which is the purpose of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran’s Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on August 20, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-244

RESOLUTION CANCELING TAXES

PURSUANT TO N.J.S.A. 54:4-3.30

WHEREAS, N.J.S.A. 54:4-3.30, allows a Veteran’s Disability Tax Exemption for qualified veterans; and

WHEREAS, BANFE, PAUL & PATRICIA., owners of Block 3301, Lot 15 Qual. C2 located at 3314 WESLEY AVE, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the Ocean City Tax Assessor as of 7/25/2026.

WHEREAS, it is the desire of the Ocean City Council, County of Cape May, State of New Jersey to adjust the records of the Tax Collector’s Office in accordance therewith, which is the purpose of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Ocean City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran’s Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on August 20, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

RESOLUTION

No. 26-245

AUTHORIZING THE INSTALLATION OF A COMMEMORATIVE PLAQUE
HONORING JIM GILLIAN AND RECOGNIZING THE HISTORY OF THE
FLAG-RAISING CEREMONY

WHEREAS, the City of Ocean City has a longstanding tradition of honoring individuals whose service, civic spirit, and contributions have enriched the Ocean City community; and

WHEREAS, the tradition of a flag-raising ceremony on the Ocean City Boardwalk dates to July 4, 1940, continued through 1946, and took on particular significance during the World War II years; and

WHEREAS, Jim Gillian, the owner of Gillian’s Island Water Park and the brother of Mayor Jay A. Gillian, was moved and inspired by a request from a veteran prisoner-of-war worker that a flag be flown at the site; and

WHEREAS, following the attacks of September 11, 2001, a flag-raising ceremony began in front of the water park and has been conducted daily during the summer season, from Memorial Day Weekend through September 11; and

WHEREAS, the flag-raising ceremony returned to the Ocean City Music Pier in 2021; and

WHEREAS, the Mayor and City Council wish to recognize Jim Gillian’s role in preserving and renewing this patriotic Ocean City tradition by authorizing the installation of a commemorative plaque bearing the language set forth in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

- 1. The installation of a commemorative plaque honoring Jim Gillian and recognizing the history and continuation of Ocean City’s flag-raising ceremony is hereby authorized.
- 2. The commemorative plaque shall bear the language set forth in Exhibit A, attached hereto and incorporated herein by reference.
- 3. This Resolution shall take effect immediately upon adoption.

Terry Crowley, Jr.
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

FLAG RAISING CEREMONY

Ocean City's boardwalk flag-raising tradition
started at the Music Pier on July 4, 1940.

It took on profound meaning during
World War II and continued until 1946.

The tradition was revived after September 11, 2001,
inspired by a Vietnam veteran and former POW.

He asked water park owner Jim Gillian
to fly a flag at the site. Since then, the
flag-raising ceremony has taken place daily
from Memorial Day weekend through September 11.
The city moved the event back to the Music Pier in 2021.

Dedicated by

*Mayor Jay A. Gillian in memory of Jim Gillian
on what would have been his 70th birthday, August 28, 2026*

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-246

AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF
DISCUSSING PENDING LITIGATION
(*Bonvetti, et al. vs. City of Ocean City, et al.*; and
Plaza Place Civic Association, et al. vs. City of Ocean City, et al.)

WHEREAS, the Open Public Meetings Act provides for the closing of public meetings by way of Resolution under certain circumstances, as provided in that Act, and when the governing body determines that it is in the public interest to close said meeting; and

WHEREAS, the City of Ocean City is a defendant in the matter of *Bonvetti, et al. vs. City of Ocean City, et als.*, Docket No. CPM-L-275-26 and in the matter of *Plaza Place Civic Association, et al. vs. City of Ocean City, et al.*, Docket No. CPM-L-347-26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey that this meeting shall be closed for the purposes of discussing the aforementioned litigation.

BE IT FURTHER RESOLVED, the minutes from this meeting as they pertain to each matter shall be made available to the public as and when each matter is resolved. A more precise time frame cannot be provided at this time because it is not known, and cannot be reasonably approximated, when any of these matters will be resolved.

Terry Crowley, Jr.,
Council President

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 20, 2026 with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-238

AUTHORIZING THE PAYMENT OF CLAIMS

WHEREAS, N.J.S.A. 40A: 5-17 entitled “Approval and Payment of Claims and Required General Books of Account” generally sets forth the manner in which claims against municipalities are to be handled; and

WHEREAS, the attached bill list represents claims against the municipality for period including August 4, 2026 to August 17, 2026

NOW, THEREFORE, BE IT RESOLVED that the attached bill list is approved for payment.

Frank Donato III
Chief Financial Officer

Terry Crowley, Jr.,
Council President

FILES/AUTHORIZING THE PAYMENT OF CLAIMS – 08.04.26 TO 08.17.26.doc

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, August 6 2026, with the voting record as indicated below.

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAINED
Barnes						
Crowley						
Hartzell						
Kelly						
Levchuk						
Polcini						
Winslow						

Melissa G. Rasner, City Clerk

Ranges			Item Status	Purchase Types	Misc			
Range: First to Last Rcvd Batch Id Range: First to Last			Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All			
Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type	
24-03685	12/24/24	MBAKERJR	MICHAEL BAKER INTERNATIONAL	RESOLUTION #24-61-199	Open	\$21,110.49	\$0.00	B
25-01626	06/20/25	OCCROWN	OCEAN CITY CROWN HOLDINGS		Open	\$24,500.00	\$0.00	
25-02193	08/22/25	ACTENGIN	ACT ENGINEERS INC	RESOLUTION #25-62-449	Open	\$740.00	\$0.00	B
25-02215	08/26/25	TRIAD	TRIAD ASSOCIATES		Open	\$306.25	\$0.00	
25-02538	09/15/25	SEASHORE	SEASHORE ASPHALT CORP.		Open	\$244.52	\$0.00	B
25-03187	11/23/25	AXON	AXON		Open	\$1,639.00	\$0.00	
26-00028	01/12/26	THOMSON	THOMSON REUTERS		Open	\$442.22	\$0.00	
26-00047	01/15/26	DEARBORN	DEARBORN NATIONAL LIFE INSU		Open	\$1,363.00	\$0.00	
26-00050	01/15/26	NATIONAL	NATIONAL VISION ADMIN, LLC		Open	\$704.49	\$0.00	
26-00072	01/15/26	ACJIT	ATLANTIC CITY JITNEY ASSN.		Open	\$28,840.00	\$0.00	
26-00074	01/15/26	MAINL	MAIN LINE COMMERCIAL POOLS		Open	\$1,000.00	\$0.00	
26-00075	01/15/26	LACASCOF	LACAS COFFEE COMPANY, LLC		Open	\$1,181.03	\$0.00	
26-00079	01/15/26	CHLORKIN	CHLORKING INNOVATIONS, LLC		Open	\$1,595.00	\$0.00	
26-00081	01/15/26	CAPEENVI	CAPE ENVIRONMENTAL TESTIN		Open	\$275.00	\$0.00	
26-00109	01/21/26	GRITH	GRIFFITH & CARLUCCI, ESQUIR	PB Solicitor - GRIFFITH 2026	Open	\$1,632.00	\$0.00	
26-00110	01/21/26	SCHAEFFE	SCHAEFFER NASSAR SCHEIDE	2026 PLANNING BOARD - ENGINEE	Open	\$6,150.00	\$0.00	
26-00111	01/21/26	SCHEULE	SCHEULE PLANNING SOLUTION	2026 PLANNING BOARD - PLANNER	Open	\$2,840.00	\$0.00	
26-00113	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$1,600.00	\$0.00	
26-00115	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$1,600.00	\$0.00	B
26-00116	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$1,600.00	\$0.00	
26-00117	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$2,250.00	\$0.00	
26-00119	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$100.00	\$0.00	
26-00120	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$740.00	\$0.00	
26-00122	01/21/26	CAPRI	CAPRIONI PORTABLE TOILETS, I	RESOLUTION #25-62-470	Open	\$1,600.00	\$0.00	B
26-00126	01/21/26	ELDERPES	ELDER PEST CONTROL, INC		Open	\$1,467.00	\$0.00	
26-00130	01/21/26	ELDERPES	ELDER PEST CONTROL, INC		Open	\$293.00	\$0.00	B
26-00139	01/21/26	GEESE	GEESE CHASERS SOUTH JERSE		Open	\$1,299.00	\$0.00	
26-00143	01/21/26	PROFCLEA	PROFESSIONAL CLEANING SER	RESOLUTION #25-62-553	Open	\$11,990.65	\$0.00	
26-00145	01/21/26	RIGGI	RIGGINS, INC.	RESOLUTION #26-17	Open	\$63,032.14	\$0.00	
26-00146	01/21/26	RPM LAND	RPM LANDSCAPE CONTRACTOF	RESOLUTION #25-61-280	Open	\$29,945.10	\$0.00	
26-00151	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC	RES. 22-59-085	Open	\$228,371.58	\$0.00	
26-00152	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC	RES. 22-59-087	Open	\$4,434.87	\$0.00	
26-00155	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC	RES 22-59-087	Open	\$10,902.00	\$0.00	
26-00157	01/21/26	PINELCON	PINELAND CONSTRUCTION, LLC	RES 22-59-087	Open	\$33,636.86	\$0.00	
26-00166	01/22/26	VERIZ	VERIZON	2026 PHONE CHARGES	Open	\$6,807.63	\$0.00	B
26-00169	01/22/26	SENTI	SENTINEL LEDGER	2026 SENTINEL LEDGER ADS	Open	\$1,729.80	\$0.00	
26-00174	01/23/26	CMCMU	C.M.C.M.U.A.	RESOLUTION #25-62-522	Open	\$140,804.12	\$0.00	
26-00225	01/29/26	CANONSOL	CANON USA, INC	MAINT. PLAN FOR 3000 OCE	Open	\$203.02	\$0.00	B
26-00246	02/02/26	BRTTECHN	BRT TECHNOLOGIES LLC	Print and bind 2026 tax list	Open	\$671.40	\$0.00	
26-00257	02/03/26	WEBPAGE	WEBPAGEFX, INC		Open	\$26,611.56	\$0.00	
26-00266	02/03/26	NJTRS	NJ TRANSIT	2026 BUS & TICKET SALES	Open	\$8,599.52	\$0.00	
26-00273	02/05/26	BLANEYKA	BLANEY, WEINBERG & CURCIO	I RESOLUTION #26-82	Open	\$855.00	\$0.00	B
26-00413	02/11/26	LANDTEK	THE LANDTEK GROUP, INC.	RESOLUTION #26-16	Open	\$3,690.00	\$0.00	
26-00416	02/12/26	MANOSLLC	MANOS LAW FIRM LLC	2026 ZB SOLICITOR MANOS	Open	\$1,650.00	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00454	02/19/26	SOMERSPC	CITY OF SOMERS POINT	Open	\$4,000.00	\$0.00	
26-00456	02/20/26	REVASCEN	REVASCENT RESOLUTION #26-58	Open	\$2,408.05	\$0.00	
26-00473	02/26/26	ARCHERPU	ARCHER PUBLIC AFFAIRS, LLC	Open	\$3,650.00	\$0.00	
26-00531	03/12/26	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-234	Open	\$481.00	\$0.00	
26-00545	03/16/26	JOHNP	JOHNSON'S POPCORN, INC	Open	\$174.00	\$0.00	
26-00606	03/19/26	OCEA1	OCEAN 17 CONDOMINIUM ASSN 1ST INSTALLMENT FOR 2025	Open	\$3,302.61	\$0.00	
26-00643	03/23/26	ISLANDSJ	CHALLENGE ISLAND SJ SHORE	Open	\$650.00	\$0.00	
26-00659	03/24/26	FALCONS	EAST COAST FALCONS, LLC RESOLUTION #26-89	Open	\$44,548.14	\$0.00	
26-00707	04/14/26	PROFCLEA	PROFESSIONAL CLEANING SER CITY CONTRACT 26-04	Open	\$56,177.71	\$0.00	B
26-00711	04/15/26	UPINCODE	UP IN CODE INC	Open	\$4,369.20	\$0.00	
26-00722	04/16/26	DEVLN	EDMUND F.X. DEVLIN, ESQ. RESOLUTION #26-84	Open	\$3,626.06	\$0.00	
26-00743	04/24/26	KINDLESI	KINDLE SIGN COMPANY LLC	Open	\$26,381.00	\$0.00	
26-00904	05/04/26	SANTOROJ	JASON SANTORO	Open	\$1,650.00	\$0.00	
26-00935	05/12/26	TELESYST	TELESYSTEM 2026 TELEPHONE SERVICES	Open	\$12,674.90	\$0.00	
26-00938	05/13/26	NJAM3	NEW JERSEY-AMERICAN WATEF	Open	\$35,300.00	\$0.00	
26-01219	06/01/26	SHAMROC	SHAMROCK MARINE TOWING &	Open	\$650.00	\$0.00	
26-01340	06/05/26	AERIALAD	CAPE MAY AERIAL ADVERTISING	Open	\$17,000.00	\$0.00	
26-01363	06/11/26	GRAPHIC	GRAPHIC DESIGNS INTERNATIO	Open	\$3,062.18	\$0.00	
26-01377	06/15/26	SHEPPBUS	SHEPPARD BUS SERVICE INC.	Open	\$4,075.00	\$0.00	
26-01407	06/16/26	RIDGWAY	RIDGWAY LEGAL LLC RESOLUTION #26-30	Open	\$21,300.00	\$0.00	B
26-01409	06/18/26	DIVALEQU	DIVAL SAFETY EQUIPMENT, INC. RESOLUTION #26-17	Open	\$120,290.00	\$0.00	
26-01414	06/18/26	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-230	Open	\$384.00	\$0.00	
26-01459	06/26/26	ACTENGIN	ACT ENGINEERS INC RESOLUTION #26-172	Open	\$9,038.17	\$0.00	B
26-01494	07/02/26	BILLSWEN	BILL SWENSON & SONS, LLC Music Pier Gate Replacement	Open	\$6,917.00	\$0.00	
26-01495	07/02/26	OFFSHORE	OFFSHORE TRAILER COMPANY, 20' wood deck trailer	Open	\$4,530.00	\$0.00	
26-01648	07/08/26	BLUEVOIC	BLUE VOICE, INC EXEMPT 40A:11-5 (DD)	Open	\$15,000.00	\$0.00	
26-01691	07/16/26	ECONSULT	ECONSULT SOLUTIONS, INC.	Open	\$23,223.80	\$0.00	B
26-01701	07/19/26	IRONWORK	ISLAND IRON WORKS	Open	\$1,500.00	\$0.00	
26-01705	07/19/26	ACTENGIN	ACT ENGINEERS INC RESOLUTION #26-206	Open	\$88,490.83	\$0.00	B
26-01706	07/20/26	FLAND	FLANDERS HOTEL	Open	\$1,768.60	\$0.00	
26-01751	07/23/26	FLAND	FLANDERS HOTEL	Open	\$901.30	\$0.00	
26-01767	07/23/26	JESCO	JESCO EQUIPMENT CO. Mower and Power Rake	Open	\$25,140.92	\$0.00	
26-01771	07/27/26	THOMSONR	THOMSON REUTERS	Open	\$975.00	\$0.00	
26-01772	07/27/26	ACCURATE	ACCURATE LANGUAGE SERVICE	Open	\$180.00	\$0.00	
26-01785	07/29/26	CITENET	CIT-E-NET, L.L.C. ONLINE TAX PAYMENTS- CITINET	Open	\$3,450.00	\$0.00	
26-01789	07/30/26	SPATIALD	SPATIAL DATA LOGIC INC. Exempt: 40a 11-5	Open	\$44,300.00	\$0.00	
26-01790	07/30/26	ACCURATE	ACCURATE LANGUAGE SERVICE	Open	\$180.00	\$0.00	
26-01791	08/03/26	ACTIONUN	ACTION UNIFORM CO., L.L.C Res 24-60-286	Open	\$365.00	\$0.00	
26-01794	08/03/26	ACTIONUN	ACTION UNIFORM CO., L.L.C Res 24-60-286	Open	\$555.00	\$0.00	
26-01795	08/03/26	MCNEE	CHARLES MCNEELEY	Open	\$447.69	\$0.00	
26-01797	08/04/26	SJOVE	SOUTH JERSEY OVERHEAD DO	Open	\$1,229.60	\$0.00	
26-01798	08/04/26	STAN2	STANLEY ACCESS TECHNOLOGI	Open	\$6,930.63	\$0.00	
26-01799	08/04/26	CMCCL	CAPE MAY COUNTY CLERK Invoice 2026 Primary Election	Open	\$5,214.47	\$0.00	
26-01800	08/04/26	FBINA	FBINAA-NJ	Open	\$6,435.00	\$0.00	
26-01802	08/05/26	KD PRODU	KD PRODUCTIONS & EVENTS	Open	\$1,233.23	\$0.00	
26-01803	08/05/26	SANDRAROS	SANDRA ROSAS-HERNENDEZ	Open	\$100.00	\$0.00	
26-01804	08/05/26	FORTNASS	FORT NASSAU GRAPHICS	Open	\$1,265.00	\$0.00	
26-01806	08/05/26	NOBILONT	NOBIL ON THE BAY	Open	\$2,156.00	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-01807	08/05/26	COUSINSR	COUSIN'S RESTAURANT	Open	\$246.00	\$0.00	
26-01811	08/05/26	MCMAH	MCMAHON AGENCY INC. RESOLUTION #24-60-270	Open	\$3,243.00	\$0.00	
26-01812	08/05/26	MCMAH	MCMAHON AGENCY INC. RESOLUTION #24-60-270	Open	\$3,507.00	\$0.00	
26-01813	08/05/26	MCMAH	MCMAHON AGENCY INC. FLOOD INSURANCE	Open	\$106,934.00	\$0.00	
26-01815	08/05/26	TACTICAL	TACTICAL PUBLIC SAFETY, LLC RESOLUTION #26-17	Open	\$3,375.00	\$0.00	
26-01816	08/05/26	BEESLEY	BEESLEY'S POINT SEA DOO, INC Beesleys point 22242	Open	\$579.96	\$0.00	
26-01817	08/05/26	BEESLEY	BEESLEY'S POINT SEA DOO, INC invoice 22191	Open	\$325.98	\$0.00	
26-01821	08/05/26	TACTICAL	TACTICAL PUBLIC SAFETY, LLC Exempt 40A:11-5	Open	\$33,376.20	\$0.00	
26-01823	08/05/26	EDMUN	EDMUNDS ASSOCIATES, INC. Exempt 40A:11-5	Open	\$48,824.66	\$0.00	
26-01825	08/06/26	SANTOROJ	JASON SANTORO	Open	\$3,599.00	\$0.00	
26-01826	08/06/26	GILBERTS	GILBERTSON & MARTIN, LLC 2026 CONFLICT PROSECUTOR	Open	\$125.00	\$0.00	
26-01827	08/07/26	QBESPECI	QBE SPECIALTY INSURANCE CC CLAIM NO: QM-2675	Open	\$7,655.59	\$0.00	
26-01829	08/10/26	MARIAOTT	MARIA OTTINGER	Open	\$450.00	\$0.00	
26-01832	08/10/26	COPIE	COPIERS PLUS, INC.	Open	\$280.00	\$0.00	
26-01833	08/10/26	PLACERLA	PLACER LABS, INC.	Open	\$10,000.00	\$0.00	
26-01835	08/10/26	HOWARDR	RONALD HOWARD REFUND ESCROW 3726-38 WESLE	Open	\$64.75	\$0.00	
26-01837	08/10/26	BOBSAUTO	BOB'S AUTO BODY	Open	\$1,000.00	\$0.00	
26-01840	08/10/26	ALLEGGRAM	ALLEGRA MARKETING PRINT & I	Open	\$700.00	\$0.00	
26-01843	08/10/26	ALLEGGRAM	ALLEGRA MARKETING PRINT & I	Open	\$2,280.00	\$0.00	
26-01845	08/12/26	VINEA	VINELAND AUTO ELECTRIC, INC	Open	\$1,176.00	\$0.00	
26-01846	08/12/26	SJOVE	SOUTH JERSEY OVERHEAD DO	Open	\$2,890.00	\$0.00	
26-01856	08/13/26	ARTHURCH	ARTHUR CHEW CONSULTING LL RESOLUTION #26-225	Open	\$69,000.00	\$0.00	B
26-01857	08/13/26	ACCURATE	ACCURATE LANGUAGE SERVICE	Open	\$405.00	\$0.00	
26-01858	08/13/26	STETS	B. W. STETSON LLC 2026 CITY HALL COFFEE SUPPLIES	Open	\$355.00	\$0.00	B
26-01859	08/13/26	KISTLERJ	JASON KISTLER	Open	\$100.00	\$0.00	

Total Purchase Orders:	117	Total P.O. Line Items:	0	Total List Amount:	\$1,599,220.48	Total Void Amount:	\$0.00
------------------------	-----	------------------------	---	--------------------	----------------	--------------------	--------

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	\$4,882.00	\$0.00	\$4,882.00	\$0.00	\$0.00	\$0.00
	6-01	\$1,057,655.61	\$0.00	\$1,057,655.61	\$8,699.52	\$0.00	\$0.00
	6-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,168.75
	6-13	\$49,835.36	\$0.00	\$49,835.36	\$0.00	\$0.00	\$0.00
	Year Total:	\$1,107,490.97	\$0.00	\$1,107,490.97	\$8,699.52	\$0.00	\$12,168.75
	C-04	\$409,541.93	\$0.00	\$409,541.93	\$0.00	\$0.00	\$0.00
	G-02	\$41,528.00	\$0.00	\$41,528.00	\$0.00	\$0.00	\$0.00
	T-12	\$14,909.31	\$0.00	\$14,909.31	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$1,578,352.21	\$0.00	\$1,578,352.21	\$8,699.52	\$0.00	\$12,168.75

Project Description	Project No. Rcvd Total
1101 OCEAN AVENUE	15-027IPSP \$975.00
301 THIRD STREET	16-010PSPF\$225.00
3736-38 WESLEY AVENUE	22-029IZBA \$64.75
24 HAVEN AVENUE	23-0101IPB \$225.00
28 HAVEN AVENUE	23-0103IPB \$225.00
1329 WEST AVENUE	24-015IPBA \$225.00
2044 HAVEN AVENUE	25-0013IPB \$525.00
3313-15 BAY AVENUE	25-005PBA \$1,831.00
3128 ASBURY AVENUE	26-001PBA \$150.00
3400-02 WEST AVENUE	26-006PBA \$727.00
811 SEVENTH STREET	26-007PBA \$936.00
3300-02 & 3304-06 SIMPSON AVE	26-007ZBA \$40.00
629 ASBURY AVENUE	26-009PBA \$192.00
21 NAUSSAU ROAD	26-009ZBA \$550.00
952 BOARDWALK	26-010PBA \$204.00
3829-31 CENTRAL AVENUE	26-010ZBA \$150.00
201 9TH STREET	26-011PBA \$2,197.00
3829-31 CENTRAL AVENUE	26-011ZBA \$850.00
801 WESLEY AVENUE	26-012PBA \$1,697.00
1332 BOARDWALK	26-013PBA \$80.00
413 30TH STREET	26-015ZBA \$100.00
Total Of All Projects:	\$12,168.75