

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-249

AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE
PURPOSE OF DISCUSSING PENDING LITIGATION
(Plaza Place Civic Association, et al. vs. City of Ocean City, et al.)
AND CONTRACT NEGOTIATIONS REGARDING
THE APPOINTMENT OF LITIGATION COUNSEL

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, City Council finds that the matters identified below fall within the exceptions set forth in the Open Public Meetings Act at N.J.S.A. 10:4-12 (b), which includes matters involving pending litigation and contract negotiations in which the City and/or City Council is or may become a party, and communications protected by the attorney-client privilege to the extent confidentiality is required for counsel to exercise professional responsibility.

WHEREAS, the City of Ocean City and City Council are defendants in the matter of *Plaza Place Civic Association, et al. vs. City of Ocean City, et al., Docket No. CPM-L-347-26 (the "Litigation")*; and

WHEREAS, City Council is considering the appointment of Litigation counsel.

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

- City Council shall enter closed session to discuss the following matters only:
 - Pending litigation captioned *Plaza Place Civic Association, et al. v. City of Ocean City, et al. Docket No. CPM-L-347-26*, including litigation strategy and settlement considerations.
 - Negotiations with prospective Litigation counsel concerning a potential Professional Services Agreement.
- The closed-session discussion shall be limited to the matters described in paragraph 1 and to information properly protected by the applicable statutory exceptions. The Council shall not deliberate in executive session on general redevelopment policy, the public merits of any proposed project or use, or any other subject not independently exempt under N.J.S.A. 10:4-12 (b).
- No formal action shall be taken in executive session. Any action requiring a vote of the Council, including authorizing a Professional Services Agreement for Litigation counsel, shall be taken at a meeting open to the public in accordance with law.
- The minutes of the executive session shall be maintained as required by law. The minutes and the substance of the closed-session discussions shall remain confidential only so long as disclosure would adversely affect the City's or City Council's Litigation position, negotiation position, attorney-client privilege, or other protected interest. The Council shall authorize public disclosure, in whole or in appropriate redacted form, when the Litigation has concluded or the need for confidentiality otherwise no longer exists and when the negotiations concerning a Professional Services Agreement have concluded, been abandoned, or may be disclosed without adversely affecting the City's or City Council's position.
- 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, September 10, 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. 26-250

AUTHORIZING THE ADVERTISEMENT OF CITY COMPETITIVE CONTRACT #27-01, CITYWIDE CUSTODIAL SERVICES FOR THE CITY OF OCEAN CITY & THE OCEAN CITY FREE PUBLIC LIBRARY

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #27-01, Citywide Custodial Services for the City of Ocean City & of the Ocean City Free Public Library.

Terry Crowley, Jr.
Council President

Note: The legal advertisement will be tentatively placed on the Ocean City Public Notices Webpage tentatively on Monday, September 14, 2026 with the bid opening scheduled on Thursday, October 8, 2026 and an anticipated date of award on Thursday, October 22, 2026.

Files: RAU CCC #27-01 Citywide Custodial.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, September 10, 2026, with the voting record as indicated below.

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

Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

OPERATIONS and ENGINEERING DEPARTMENT

Memo

To: Michael Rossbach Jr, Purchasing Agent
From: Michael Rossbach, Public Works
CC: George Savastano, Frank Donato, Thomas Mahar
Date: August 20, 2026
Re: Citywide Custodial Services Contract for the City of Ocean City

Public Works is requesting support and approval to bid out the "Citywide Custodial Services for the City of Ocean City". With planned changes to the Ocean City Police Department offices, the changes to the 34th St playground building, and the new airport building it is planned to continue with a one (1) year contract as opposed to a three year (3) annually renewable contract.

As you know this contract encompasses the cleaning maintenance of many City buildings including; City Hall, the Police Stations, the Henry Knight Building, the Civic Center, and many of our restroom facilities. It is important to put these services out to bid as soon as possible so we can have a valid budget number for the 2026 budget year and for continuity in our cleaning services.

If you have any questions or need more supporting information, please don't hesitate to contact me.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-251

AUTHORIZING THE ADVERTISEMENT OF CITY CONTRACT #26-28,
FURNISHING, INSTALLATION, & MAINTENANCE OF LEASED COIN OPERATED
BINOCULAR-VIEWING MACHINES FOR THE CITY OF OCEAN CITY & THE
OCEAN CITY COOPERATIVE PRICING SYSTEM (251COCCPS) MEMBERS

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #26-28, Furnishing, Installation, & Maintenance of Leased Coin Operated Binocular-Viewing Machines for the City of Ocean City & The Ocean City Cooperative Pricing System (251COCCPS) Members.

Terry Crowley, Jr.
Council President

Note: The legal advertisement will be tentatively placed on the Ocean City Public Notices Webpage tentatively on Monday, September 14, 2026 with the bid opening scheduled on Thursday, October 1, 2026 and an anticipated date of award on Thursday, October 8, 2026.

Files: RAU CC #26-28 Binocular Viewing Stands.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, September 10, 2026, with the voting record as indicated below.

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

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-252

AUTHORIZING THE ADVERTISEMENT OF CITY CONTRACT #26-29, TOWING
AND LOCKOUT SERVICES FOR THE CITY OF OCEAN CITY

BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it authorizes the advertisement of specifications for City Contract #26-29, Towing and Lockout Services for the City of Ocean City.

Terry Crowley, Jr.
Council President

Note: The legal advertisement will be tentatively placed on the Ocean City Public Notices Webpage tentatively on Monday, September 14, 2026 with the bid opening scheduled on Thursday, October 1, 2026 and an anticipated date of award on Thursday, October 8, 2026.

Files: RAU CC #26-29 Towing & Lockout.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, September 10, 2026, with the voting record as indicated below.

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

Melissa G. Rasner, City Clerk

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-253

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CZAR
ENGINEERING, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
34TH STREET SANDCASTLE PARK RENOVATION PROJECT

WHEREAS, the City of Ocean City requires certain construction management services for the 34th Street Sandcastle Park renovation project; and,

WHEREAS, Czar Engineering, LLC have performed these duties in the past and is determined to have the necessary expertise to continue to perform said services; and,

WHEREAS, a contract for professional engineering services with Czar Engineering, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40a:11-5(1)(a)(i); and,

WHEREAS, the contract with Czar Engineering, LLC is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and,

WHEREAS, Czar Engineering, LLC has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by City Council, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and,

WHEREAS, Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Czar Engineering, LLC has not made any contribution to a political or candidate committee for an elected office in the City of Ocean City, NJ in the previous one (1) year period, and that the contract will prohibit Czar Engineering, LLC from making any contributions through the term of the contract; and,

WHEREAS, 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 all terms and conditions of the contract and recommend award of a professional services contract to Czar Engineering, LLC for construction management services for the 34th Street Sandcastle Park renovation project; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby award a professional services contract to **Czar Engineering, LLC, 344 West State Street, Trenton, NJ 08618** as follows:

Professional Service Contract

<u>Item</u>	<u>Description</u>	<u>Total Amount</u>
1.	Pre-Construction.....	\$1,000.00
2.	Construction Phase.....	\$30,000.00
3.	Close Out.....	\$2,000.00
Total Contract Cost for Construction Management.....		\$33,000.00

- The term of this contract shall be in effect until the completion of work.
- A copy of the Pay-to-Play Certification and the Business Registration Certificate (BRC) has been submitted and shall be placed on file in the City’s Purchasing Division Office.
- A copy of this Resolution and Contract shall be available for inspection in the Ocean City Clerk's Office and shall be posted on the City’s Public Notices Webpage.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-253

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the Mayor and the City Purchasing Manager are hereby authorized to enter into a formal contract agreement with Czar Engineering, LLC for construction management services for the 34th Street Sandcastle Park renovation project.

The Director of Financial Management certifies that funds are contingent upon the adoption of the 2026 Local Municipal Budget and shall be charged to Capital Account #C-04-55-336-101.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS 2026 Czar Sandcastle Park.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, September 10, 2026, with the voting record as indicated below.

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Melissa G. Rasner, City Clerk



CITY OF OCEAN CITY

AMERICA'S GREATEST FAMILY RESORT

DEPARTMENT OF CAPITAL PROGRAMS, PROJECT
MANAGEMENT & ENGINEERING

To: George Savastano

From: Vincent Bekier

Re: Sandcastle Park Professional Services for Construction Management

Date: August 21st, 2026

The City of Ocean City recommends Czar Engineering to provide Construction Management services for the 34th Street Sandcastle Playground renovation project.

The project includes multiple contractors for sitework, new playground amenities, and construction of a new Park Operations building. Given the timeframe in which the work needs to be completed for this project, the assistance of Czar Engineering would be beneficial to the city.

Czar Engineering has the experience and qualifications necessary to effectively coordinate the various contractors and professionals to provide field oversight, and assist the City in addressing project issues as they arise.

Respectfully,

Vincent Bekier

CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
www.czarengineering.com

August 11, 2026

Vincent Bekier
City of Ocean City
115 East 12th Street
Ocean City, NJ 08226

RE: 34th Street Sandcastle Playground
Ocean City, NJ

Dear Vince:

PROJECT DESCRIPTION:

The City of Ocean City has bid and awarded multiple Prime Contracts to complete the renovation, upgrade and expansion of the 34th Street Sandcastle Playground including but not limited to sitework, new playground amenities and construction of a new Park Operations building. CZAR Engineering has been requested to provide a detailed proposal to complete Program Management services during the course of the project to generally coordinate the efforts of the Prime Contractor(s) to ensure that the project is complete within budget and within the allotted contractual time frame.

PROGRAM MANAGEMENT SCOPE OF SERVICES:

1. Schedule:
 - a. Develop overall project schedule to include:
 1. Coordinated schedule based on the Prime Contractor(s) individual schedule(s)
 2. Update on a +/- monthly basis depending on progress.
2. Cost Management:
 - a. Prepare a Cost Management Report for each Prime Contractor
 - b. Review and report on a monthly basis to Ocean City
 1. Change Orders
 - Coordinate pricing for Change Orders, if any.
 - Evaluation for cost verification.

- Submit to Ocean City and the respective consultants for review and recommended disposition.
- Advise Client of cost impact to the project budget.

3. Construction Phase:

- a. Czar Engineering, LLC's Program Management services commences with the Contract Award and ends with the approval of the final payment to the Prime Contractor(s).
- b. Czar Engineering, LLC shall forward all Contractor's submittal schedule, submittals, product data and/or shop drawings to the overall project team so to not unreasonably delay the RFI/Submittal process.
 1. Coordinate processing of all Submittals and RFI's
 2. Maintain ongoing master log.
 3. Applications for Payment
 4. Develop Schedule of Values with contractor input.
 5. Process all Prime Contractor Applications for Payments with the various project consultants.
 6. Coordinate site inspections with the various consultants.
- c. During construction, advise and consult with Ocean City only to the extent permitted by the Client and by this document.
- d. Czar Engineering, LLC shall not have responsible control or charge of the construction means, methods, sequencing, site conditions, etc.
- e. Czar Engineering, LLC shall not be responsible for deficiencies in the performance of the Work or any potential safety precautions in conjunction with the Work.
- f. Site Program Management
 - 1.1.1.1 Review the status of the project +/- two (2) times per week based on the progress of the work.
 - 1.1.1.2 Attend and Chair all Project Meetings.
 - 1.1.1.3 When required, provide Observation Reports to Client noting the status of the project, manpower onsite, critical issues, inspections, etc.

2. Monthly Executive Report to Ocean City:

1. Project narrative
2. Schedule update
3. Cost Management Report(s)

2. Project Closeout:

1. Upon Receipt of a Temporary Certificate of Occupancy or acceptance from Ocean City, Czar Engineering, LLC will coordinate compilation of a punch list/ inspection by the respective consultants.
2. Czar Engineering, LLC will work with the Client, Consultants and Prime Contractor(s) in clarifying and resolving any outstanding issues including Punch List(s), potential Change Orders and/or Construction Change

Directives.

3. Coordinate the Prime Contractor's close out documents with contract requirements, including As Built documents, Warranties, Attic Stock, Client Training, etc.

6. Fee:

Czar Engineering, LLC proposes completing the above Scope of Services for the Cost Not to Exceed Sum as follows:

1.	Pre Construction	\$ 1,000.00
2.	Construction Phase	\$30,000.00
3.	Close Out	<u>\$ 2,000.00</u>
Total Not to Exceed Fee		<u>\$33,000.00</u>

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within thirty days. If necessary, we will require all legal fees incurred to collect unpaid accounts be paid for by the client, including letters, telephone calls, and litigation or any other expense incurred as a result of the collection process. A service charge of 2% per month (24% per annum) will also be charged on all past due accounts.

If you have any questions, please contact this office.

Sincerely,



Lamont "butch" czar, p.e.

Enclosure

Accepted this _____ day of _____, 2026

By: _____

CZAR ENGINEERING, L.L.C. ("Czar")
CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule
constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain
legal right-of-entry on the property.

3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other
documents prepared by Czar are instruments of Czar's service that shall remain Czar's property. Upon execution of Agreement, the Czar grants to the Client a non-exclusive license to reproduce the instruments of service solely for the purposes of constructing the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client agrees not to use Czar generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar without Czar's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar will be at the Client's sole risk and without liability to Czar or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Czar from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Czar will entitle Czar to further compensation at rates to be agreed upon by the Client and Czar.

4. **DISPOSAL OF SAMPLES** - Czar will discard samples upon completion of the work covered
under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** - The scope of Czar's services for this Agreement does not include

any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6.
included in the

CONSTRUCTION SERVICES - When construction-phase services are

Agreement, Czar will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform exhaustive, detailed observations or any inspections of the work.

Czar is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Czar's observations of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7.
associates,

STANDARD OF CARE - Czar and its subsidiaries, independent professional

subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers providing similar services. Czar shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Client agrees that services provided by Czar will be rendered without any warranty, express or implied.

Czar shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Czar has been engaged to provide technical professional services only, and that Czar does not owe a fiduciary responsibility to the Client.

8.
will furnish

OPINION OF PROBABLE COSTS - When required as part of our work, Czar

opinions of probable cost but does not guarantee the accuracy of such estimates and shall not be responsible for Client's reliance on Czar's opinions of probable cost. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar hereunder will be made on the basis of Czar's experience and qualifications and will represent Czar's judgment as an experienced and qualified design professional. Czar does not have control over the cost of labor, material,

equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by Czar. The Client shall remain liable for, and shall promptly pay Czar for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar's work on the project, Czar and the Client shall renegotiate Czar's fee.

If payment of invoices by the Client is not maintained current, Czar may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to defend, indemnify and hold Czar harmless from any claim or liability resulting from such suspension.

10. TERMINATION - The Client or Czar may terminate this Agreement for cause upon seven days written notice. The Client shall compensate Czar for services performed prior to termination and for prior authorized commitments made by Czar on the Client's behalf.

11. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar's estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. FORCE MAJEURE - Czar will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, pandemic and endemic, work-from-home mandates, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. LIABILITY - Czar and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Czar, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Czar, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes, shall be limited to the lesser amount of either five times the fees paid or due to Czar under this Agreement, or the total amount of any available professional liability insurance available to Czar at the time that the claim is resolved either by settlement, arbitration award,

or final judgment.. Such causes included, but are not limited to Czar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Czar's basic fee unless otherwise noted. Upon the Client's request, Czar shall endeavor to obtain additional insurance coverage which shall be incorporated as an additional direct reimbursable expense to the Client.

Czar may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar shall rely on the accuracy of information provided by said consultants. However, Czar shall not be responsible to the Client for loss allegedly arising from inaccuracies in documents or other information provided by consultants or Client.

Client and Czar agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to the Client's loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.

To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Czar and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Czar and Client under this Agreement.

14. CONFLICTS OF INTEREST - This project may presently or in the future involve parties with potentially adverse interests to those of Czar's existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar's acceptance of this assignment, Czar will make reasonable attempts to identify any Affected Parties based on information Czar has in its possession from the Client and any Affected Parties and Czar's search of its project and proposal databases. To the extent that Czar identifies a relationship with an Affected Party, Czar will inform the Client as to the identity of such parties. Client agrees to allow Czar to release to any Affected Parties the fact of Czar's engagement by the Client and any other information required to evaluate any potential conflict.

Czar's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar by the Client and any Affected Parties, and by Czar's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar's willful disregard of a relationship with the Affected Party, Czar shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar and an Affected Party. Czar does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim

against Czar arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. MISCELLANEOUS

Governing Law; The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Reliance: Unless otherwise specifically indicated in writing, Czar shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar.

Certifications: Czar shall not be required to sign any documents, no matter by whom requested, that would result in Czar's having to certify, guaranty, or warrant the existence of conditions that Czar cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by Czar, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes,

federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Czar's net income. Client shall promptly pay Czar for any Taxes actually paid by Czar on behalf of Client, or which are required to be collected or paid by Czar. Czar may bill Client separately for such Taxes.

Third-parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Czar.

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-254

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO M. JAMES MALEY, JR., ESQ. OF MALEY GIVENS, P.C. TO SERVE AS SPECIAL LEGAL COUNSEL TO REPRESENT THE CITY COUNCIL OF THE CITY OF OCEAN CITY IN THE MATTER OF THE REDEVELOPMENT OF 600 BOARDWALK

WHEREAS, the City Council of Ocean City requires an experienced legal professional to assist in litigation in the matter of the redevelopment of 600 Boardwalk; and

WHEREAS, a contract for Professional Services may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, it has been determined to be in the best interests of the City Council of Ocean City to have M. James Maley, Jr., Esq. of Maley Givens, P.C. to perform these services; and

WHEREAS, M. James Maley, Jr., Esq. of Maley Givens, P.C. has agreed to provide litigation representation and support; and

WHEREAS, M. James Maley, Jr., Esq. of Maley Givens, P.C. has completed and submitted a Business Entity Disclosure Certification which certifies that M. James Maley, Jr., Esq. of Maley Givens, P.C. has not made any reportable contribution to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one year period, and that the contract will prohibit M. James Maley, Jr., Esq. of Maley Givens, P.C. from making any reportable contributions through the term of the contract; and

WHEREAS, M. James Maley, Jr., Esq. of Maley Givens, P.C. has been advised that this award does not guarantee that the services described will be required during the contract period and are subject to the actual need as established by the City Council of the City of Ocean City, and that the City Purchasing Manager shall issue purchase orders for services as they are required. No services shall be performed for City Council prior to the issuance of a purchase order therefor; and

WHEREAS, Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed all terms and conditions of the contract and recommend the award of a professional service contract to M. James Maley, Jr., Esq. of Maley Givens, P.C. for litigation in the matter of the redevelopment of 600 Boardwalk; and

WHEREAS, the contract with M. James Maley, Jr., Esq. of Maley Givens, P.C. is being awarded through an alternative, non-advertised process pursuant to N.J.S.A. 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it does hereby appoint M. James Maley Jr. as follows:

<u>Item</u>	<u>Description</u>	<u>2026 Hourly Rate</u>
1.	Service Fees Shall be Charged & Paid as Invoiced.....	\$245.00
2.	The term of the contract shall be one (1) year beginning on the date of adoption hereof	
3.	A copy of their Pay-to-Play certification and the New Jersey Business Registration Certificate (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office	
4.	A copy of this resolution shall be available for inspection in the Ocean City Clerk's Office and shall be published on one (1) occasion in the Ocean City Sentinel.	

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-254

BE IT FURTHER RESOLVED by the City Council of the City of Ocean City that the City Purchasing Manager is hereby authorized to enter into a formal contract agreement with M. James Maley, Jr., Esq. of Maley Givens, P.C. to provide legal representation for the City Council of Ocean City in the matter of the redevelopment of 600 Boardwalk

The Director of Financial Management certifies that funds are available and shall be charged to Operating Account #6-01-20-310-212 as Purchase Orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO
Director of Financial Management

Terry Crowley, Jr.
Council President

Files: RPS Maley Givens PC.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, September 10, 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

MALEY GIVENS

A PROFESSIONAL CORPORATION

Counsellors at Law

1150 Haddon Avenue

Suite 210

Collingswood, New Jersey 08108

www.maleygivens.com

M. James Maley, Jr.*

Emily K. Givens

Erin E. Simone

M. Michael Maley*

Nicholas M. Ranieri*

Nathan L. Milholin**

P 856.854.1515

F 856.858.2944

* Admitted in PA & NJ

** Admitted in PA only

PROPOSAL

Firm Profile

Maley Givens, P.C. is a law firm concentrating its practice in the areas of land use, government and economic development law. This firm is recognized as an expert in the field of redevelopment and has over forty (40) years of experience representing private and public entities in economic development projects. Mr. Maley also has extensive experience as a local public official conducting economic development projects and brings the ability to assist strategic decision-making with creative remedies under the law.

The attorneys of Maley Givens, P.C. have a broad range of experience crossing various disciplines involved in today's local government. With experience in government, land use, bankruptcy, litigation, public financing, environmental, civil service and collective bargaining issues, eminent domain and other practice areas, the attorneys at Maley Givens have a reputation of being accessible and getting great results for clients.

Maley Givens currently serves, or has served, as Special Redevelopment Counsel to the Counties of Camden and Gloucester, the Townships of Galloway, Middle, Woodbridge, Mount Holly and Upper, the Cities of Gloucester City, Atlantic City and Cape May, and the Boroughs of Stratford, Metuchen, Glassboro, Magnolia and Paulsboro and various other public and private entities. The Firm also acts as Solicitor to the Borough of Paulsboro and Planning Board Solicitor in Haddonfield and Pilesgrove. We have also represented Rowan University in connection with property acquisition, campus redevelopment and eminent domain.

Our firm operates as a team to carefully avoid overlapping of responsibilities and yet provide a comprehensive, full range of service to public entities to achieve a beneficial redevelopment. Mr. Maley will be the primary contact for all City redevelopment activities and will provide complete reports at any interval chosen by the City.

Our office has a special expertise from adept knowledge of the law combined with practical experience in the public process of redevelopment.

Major Redevelopment Projects

We pride ourselves in actually achieving redevelopment success. In addition to many smaller projects, these are a few redevelopments of significant size:

Paulsboro Port

Since 2000, Maley Givens has acted as Redevelopment Counsel to the Borough of Paulsboro. Most notable of the Borough's redevelopment activities have been the negotiation and consummation of a transfer of the former BP Oil Refinery to the Borough – at no cost to the Borough and while retaining BP responsibility for ongoing environmental remediation.

The BP transfer enabled the Borough to enter into a transaction with The South Jersey Port Corporation for the construction and operation of a Port. The transaction's structure maintains the Borough's proper controls of land use and operational issues so as to ensure a minimal intrusion on the adjoining residential neighborhoods. A long-term PILOT and other financial arrangements ensure a continual revenue source to the Borough for decades to come.

*Rowan Boulevard
Borough of Glassboro*

Serving as Redevelopment Counsel since 1999, Maley Givens has been involved in every aspect of the \$350 million redevelopment of Glassboro's downtown. Beginning with the initial planning, acquisition of properties, environmental remediation, search for, and selection of, redevelopers, agreements, land use approvals, financing and operation regulation, the firm has been an integral member of the Borough redevelopment team.

Acquisition of over 100 properties was accomplished without use of eminent domain. Development relationships were created and cultivated with Rowan University for a diverse mixed-use development, built during the recent economic recession.

The development has strong ties to Rowan University and all of the development transactions have been structured to maintain Borough control over municipal land use and other regulation and the provision of steady revenue streams to the Borough for the benefit of all residents.

*Borough of Glassboro
Other Redevelopment Projects*

Over the last 15 years, there have been numerous redevelopment projects within the Borough: development of a Walgreens on Delsea Drive; construction of a 400 unit mixed residential project combining age-restricted, single family and multi-family housing and development of numerous smaller projects.

Each of these "other" projects have been structured with Borough oversight of land use and operational regulation and the maintenance of continuous revenue streams to the Borough.

MALEY GIVENS
A PROFESSIONAL CORPORATION

American Metro
Hamilton, New Jersey

As you stand on the Hamilton train platform, you look across the train tracks at a beautiful, modern office complex - that was once a toilet factory. The former American Standard Factory was transformed from a contaminated abandoned industrial structure into a modern office complex, built with a preservationists' eye to the history of the site.

Overcoming environmental issues, litigation with the local School Board over PILOT payments, and other administrative obstacles, Maley Givens represented the Project and acted as an integral part of the development team.

The Gardens
Mt. Holly, New Jersey

The 300 unit housing project known as "The Gardens" had become the center for crime, housing violations and Township attention when the Township began its redevelopment focus in the early 2000's. Today, construction has begun on new housing in a new mixed-use development.

Over more than a decade, the Township acquired over 250 properties without the use of eminent domain. Maley Givens represented the Township in every facet of the redevelopment from planning, property acquisition and resident relocation through developers search and selection and agreement.

This redevelopment was affected by a decade long litigation where Maley Givens defended the Township. With successes in all State courts and at the Federal trial level, a decision in the Federal Appellate courts left the Township seeking relief from The United States Supreme Court. Maley Givens successfully obtained judicial review from the highest court where review is granted to only 1% of the Supreme Court's applications. Weeks before argument at The Supreme Court, the case settled, allowing the development to move forward.



Council

Maley Givens, P.C.
COST PROPOSAL

The undersigned individual, firm, or corporation hereby proposes to serve as **Special Counsel for**
Redevelopment 2026 for the City of Ocean City, N.J. based upon the following compensation:

Rehabilitation Litigation

On a reduced "government rate" hourly basis as follows:

M. James Maley, Jr.	\$245.00
Emily K. Givens	\$245.00
Erin Simone	\$220.00
Michael Maley	\$220.00
Nicholas M. Ranieri	\$220.00
Nathan L. Milholin	\$220.00
Paralegal/Law Clerk	\$125.00

In addition to the hourly rate for services, reasonable expenses will be billed for photocopies, long-distance telephone charges, automated legal research, experts, court costs and other expenses reasonably incurred in representing the City's interests.

Council's

In the event funds for services are paid through an escrow from a private party or redevelopment project, then, with the City's approval, the firm will charge its usual billing rates.

In the event funds for services are **paid through an escrow** from a private party or redevelopment project, then the firm will charge as follows:

M. James Maley, Jr.	\$310.00
Emily K. Givens	\$310.00
Erin Simone	\$280.00
Michael Maley	\$280.00
Nicholas M. Ranieri	\$280.00
Nathan L. Milholin	\$280.00
Paralegal/Law Clerk	\$125.00

ATTORNEY PROFILES

M. James Maley, Jr.

email: jmaley@maleygivens.com

M. James Maley, Jr. is a Partner at Maley Givens, P.C. Mr. Maley regularly represents New Jersey municipalities, County agencies and private developers in the redevelopment of commercial, industrial and residential areas in projects utilizing public and private lands and funds. He regularly counsels governments and business interests on a broad spectrum of issues.

Since 1989, Jim Maley has served as a Commissioner in the Borough of Collingswood, where he served as Mayor from 1997 to 2025. In 2012, Collingswood was named "One of America's Most Transformed Communities" by Forbes Magazine. His experience as a local elected official, combined with a keen understanding of the law, has proven an invaluable resource in the counseling of government and business clients on a wide range of issues.

He is a frequent lecturer and speaker on redevelopment law. He serves as Special Counsel to a broad range of New Jersey municipalities, has acted as Special Counsel to county economic development offices and has served as Solicitor for New Jersey municipalities.

Mr. Maley has extensive litigation and trial experience in commercial and environmental matters. He has acted as trial counsel in employment, environmental, admiralty, insurance and general contract actions, including complex toxic tort and class action litigation. His trial experience is in the State and Federal Courts of New Jersey and Pennsylvania.

Mr. Maley is a member of the Executive Committee of the Camden County Municipal Joint Insurance Fund. He serves as the Chairman of the New Jersey League of Municipalities Economic Development Committee. Mr. Maley is also a member of the Maritime Law Association and the Camden County Bar Association.

Published Cases

Cerkes v. Gloucester City, 479 N.J. Super. 174 (App. Div. 2024)
Shark River Cleanup Coal. v. Twp. of Wall, 47 F.4th 126, 128 (3d Cir. 2022)
Borough of Glassboro v. Grossman, 457 N.J. Super. 416 (App. Div. 2019)
Borough of Westville v. City of Phila., 89 F. Supp. 3d 636 (D.N.J. 2015)
Cona v. Twp. of Washington, 456 N.J. Super. 197 (App. Div. 2018), cert. denied, 236 N.J. 556 (2019), and cert. denied, 236 N.J. 572 (2019), and cert. denied, 236 N.J. 605 (2019)
Mount Holly Citizens in Action v. Township of Mount Holly, 658 F.3d 375 (3d Cir. 2011), cert. granted, 133 S. Ct. 2848 (2013)
Borough of Paulsboro v. Essex Chemical Corp., 2012 WL 2873629 (2012)
Navillus Group v. Accutherm Inc., 422 N.J. Super. 169 (2011)
In re Project Authorization Under New Jersey Register of Historic Places Act, 408 N.J. Super. 540 (2009)
Gallenthin Realty Development, Inc. v. Borough of Paulsboro, 191 N.J. 344 (2007)
Hopkins v. City of Gloucester, 358 N.J. Super. 271 (App. Div. 2003)
Winters v. Township of Voorhees, 320 N.J. Super. 150 (1998)
Dolente v. Borough of Pine Hill, 313 N.J. Super. 410 (1998)
Intervine Outdoor Adver., Inc. v. City of Gloucester City Zoning Bd. of Adjustment, 290 N.J. Super. 78 (App. Div. 1996), certif. denied, 146 N.J. 68, cert. denied, 519 U.S. 1090, 117 S. Ct. 764, 136 L. Ed. 2d 711 (1997)

Bankers Trust Co. v. Bethlehem Steel Corp., 761 F.2d 943 (3d Cir. 1985)
In the Matter of Bankers Trust Co., 775 F.2d 545 (3d Cir. 1985)
In the Matter of Complaint of Bankers Trust Co., 752 F.2d 874 (3d Cir. 1984)
Fid. Bank v. Commonwealth Marine & Gen. Assur. Co., Ltd., 581 F. Supp. 999 (E.D. Pa. 1984)
Fid. Bank v. Com. Marine & Gen. Assur. Co., Ltd., 592 F. Supp. 513 (E.D. Pa. 1984)
Tidewater Grain Co. v. S.S. Point Manatee, 614 F. Supp. 29 (E.D. Pa. 1984)
Chas. Kurz Co. v. Lombardi, 595 F. Supp. 373 (E.D. Pa. 1984)

Education: St. Joseph's College, B.A. in Politics 1979; James A. Finnegan Fellowship
National Law Center, George Washington University (1979-1980)
Rutgers University School of Law – Camden, J.D. 1982

Bar Admission: State of New Jersey, 1982
Commonwealth of Pennsylvania, 1982
United States Supreme Court, 1986
United States Court of Appeals for the Third Circuit, 1984
United States Claims Court, 1985
United States District Court for the Eastern District of Pennsylvania, 1982
United States District Court for the District of New Jersey, 1982

PUBLIC ENTITIES SERVED BY
MALEY GIVENS, P.C.

Special Counsel

Borough of Beach Haven Mayor Nancy Davis 300 Engleside Avenue Beach Haven, New Jersey 08008	2017 - present
Borough of Paulsboro John Giovannitti, Mayor 1211 Delaware Street Paulsboro, New Jersey 08066	2000 - present
Galloway Township Chris Johansen, Administrator 300 E. Jimmie Leeds Road Galloway, NJ 08205	2012 - present
Borough of Swedesboro Thomas W. Fromm, Mayor 1500 Kings Highway Swedesboro, New Jersey 08085	2008 - present
Township of Harrison Adam Wingate, Mayor 114 Bridgeton Pike Mullica Hill, NJ 08062	2010 - present
Township of Hamilton Carl Pitale, Mayor 6101 Thirteenth Street Mays Landing, NJ 08330	2018 - present
Borough of Metuchen Jonathan Busch, Mayor 500 Main Street Metuchen, NJ 08840	2018 - present
City of Gloucester City Brian Morrell, Administrator 512 Monmouth Street Gloucester City, NJ 08030	2019 - present
Middle Township Kimberly Osmundsen, Business Administrator 33 Mechanic Street Cape May Court House, NJ 08210	2018 - present

REFERENCES

Sherry Mason, Borough Manager
Borough of Beach Haven
300 Engleside Avenue
Beach Haven, New Jersey 08008
(609) 492-0111 ext. 216

Adam Wingate, Mayor
Township of Harrison
114 Bridgeton Pike
Mullica Hill, New Jersey 08062
(856) 478-4111

Chris Johansen, Manager
Galloway Township
300 E. Jimmie Leeds Road
Galloway, New Jersey 08205
(609) 652-3700 x230

John Giovannitti, Mayor
Borough of Paulsboro
1211 Delaware Street
Paulsboro, New Jersey 08066
(856) 423-1500

Jonathan Busch, Mayor
500 Main Street
Metuchen, New Jersey 08840
(732) 632-8540

Middle Township
Kimberly Osmundsen, Business Administrator
33 Mechanic Street
Cape May Court House, NJ 08210
(609) 465-8732

Emily K. Givens

email: egivens@maleygivens.com

Emily Givens is a Partner at Maley Givens, P.C. Ms. Givens concentrates her practice in Land Use, Redevelopment Law and Real Estate Redevelopment for municipalities and private developers; commercial development applications to local Zoning and Planning Boards; and local government law. Emily also has experience litigating land use and redevelopment cases in State and Federal courts.

Emily has represented developers and builders before many Land Use Boards throughout the State, as well as successfully processed all Federal and State development approvals for wetland and environmental issues, coastal regulation. Emily has experience with commercial, industrial and residential site plan and subdivision applications, use variances, and complicated and controversial applications such as assisted living facilities, solar facilities and billboards. Emily has provided counsel to municipal Governing Bodies and Land Use Boards during the Redevelopment designation and implementation process, including adoption of Redevelopment Plans and negotiation of Redevelopment Agreements. Emily served as Solicitor to the Township of Logan from 1994 through 2003.

Ms. Givens is an active member of the Camden County Bar Association and the New Jersey State Bar Association. She is also an active member of her community. She is a founding member of the Haddon Heights Neighbors Night Out Committee.

Published Cases

Mount Holly Citizens in Action v. Township of Mount Holly, 658 F.3d 375 (3d Cir. 2011), cert. granted, 133 S. Ct. 2824 (2013)

Borough of Paulsboro v. Essex Chemical Corp., 2012 WL 28736

Navillus Group v. Accutherm Inc., 422 N.J. Super. 169 (2011)

Gallenthin Realty Development, Inc. v. Borough of Paulsboro, 191 N.J. 344 (2007)

Education: Rutgers University – Camden, B.A. in English 1990
Rutgers University School of Law – Camden, J.D. 1993
Recipient of Judge Francis J. Bloustein & William S. Kulp, Jr.
Memorial Scholarship

Bar Admission: State of New Jersey 1994
Commonwealth of Pennsylvania 1994
United States District Court for the District of New Jersey 2004
United States Supreme Court 2015

Erin E. Simone

email: esimone@maleygivens.com

Erin E. Simone is an Associate at Maley Givens, P.C. Ms. Simone concentrates her practice in Land Use, Local Government, Appellate Practice, Redevelopment Law and Real Estate Redevelopment, and Commercial Litigation. Erin has experience in every aspect of litigation and trial on issues ranging from toxic tort to condemnation and zoning appeals. She has litigated matters in New Jersey and Pennsylvania State and Federal trial and appellate courts, as well as on cases pending before the United State Supreme Court.

Ms. Simone served as the New Jersey Department of Agriculture's Legal and Legislative Affairs Specialist prior to joining Maley Givens. She also sat as a representative on the New Jersey Brownfields Redevelopment Task Force.

Published Cases

Cerkes v. Gloucester City, 479 N.J. Super. 174 (App. Div. 2024)
Shark River Cleanup Coal. v. Twp. of Wall, 47 F.4th 126, 128 (3d Cir. 2022)
Borough of Glassboro v. Grossman, 457 N.J. Super. 416 (App. Div. 2019)
Cona v. Twp. of Washington, 456 N.J. Super. 197 (App. Div. 2018), cert. denied, 236 N.J. 556 (2019), and cert. denied, 236 N.J. 572 (2019), and cert. denied, 236 N.J. 605 (2019)
Mount Holly Citizens in Action v. Township of Mount Holly, 658 F.3d 375 (3d Cir. 201), cert. granted, 133 S. Ct., 2824 (2013)
Borough of Paulsboro v. Essex Chemical Corp., 2012 WL 2873629 (2012)
Navillus Group v. Accutherm Inc., 422 N.J. Super. 169 (2011)
In re Project Authorization Under New Jersey Register of Historic Places Act, 408 N.J. Super. 540 (2009)
Gallenthin Realty Development, Inc. v. Borough of Paulsboro, 191 N.J. 344 (2007)
ERETC, L.L.C. v. City of Perth Amboy, 381 N.J. Super. 268 (App. Div. 2005)
Deegan v. Perth Amboy Redevelopment Agency, 374 N.J. Super. 80 (App. Div. 2005)
Mintz v. Twp. of Millstone, 374 N.J. Super. 396 (App. Div. 2005)

Education: Siena Heights University, B.A. in Psychology, Summa Cum Laude, 2000
Rutgers University School of Law - Camden, J.D. 2003

Bar Admission: State of New Jersey, 2003
Commonwealth of Pennsylvania, 2003
United States District Court for the District of New Jersey, 2008
United States Supreme Court, 2012

M. Michael Maley

email: mmaley@maleygivens.com

M. Michael Maley is an Associate at Maley Givens, P.C. Mr. Maley concentrates his practice in Land Use, Local Government, Appellate Practice, Redevelopment Law and Real Estate Redevelopment, and Commercial Litigation. He also has experience in State and Federal courts with issues related to local government and land use.

Prior to joining the firm, Mr. Maley served as Legislative Aide to the late Congressman John H. Adler working extensively on the New Jersey Smoke-Free Air Act. He brought with him nearly ten years of prior work experience, including areas of corporate regulatory compliance.

Mr. Maley has provided counsel to municipal Governing Bodies in the areas of redevelopment, the Abandoned Properties Act, and property acquisition. Mr. Maley has also served as Special Prosecutor to the City of Camden focusing on areas of property maintenance, including compliance and enforcement.

Mr. Maley received the Richard Barbour Memorial Award from Rutgers University-Camden in 2008 in recognition of his dedication to the pursuit of justice through public service. He is also the recipient of the Charles Richter Memorial Scholarship and the Pro Bono Publico Award. Mr. Maley is the founder and CEO of iTri4Kids, a New Jersey based non-profit, benefiting children with chronic or life-threatening medical conditions, and serves on the Board of Trustees of the Knights Education Foundation. Mr. Maley is also a member of the New Jersey State and Camden County Bar Association.

Published Cases

Cona v. Twp. of Washington, 456 N.J. Super. 197 (App. Div. 2018), cert. denied, 236 N.J. 556 (2019), and cert. denied, 236 N.J. 572 (2019), and cert. denied, 236 N.J. 605 (2019)

Mount Holly Citizens in Action v. Township of Mount Holly, 658 F.3d 375 (3d Cir. 2011), cert. granted, 133 S. Ct. 2824 (2013)

Navillus Group v. Accutherm Inc., 422 N.J. Super. 169 (2011)

Education: Drew University, B.A. in Political Science, 2002
Rutgers University School of Law - Camden, J.D. 2008

Bar Admission: Commonwealth of Pennsylvania 2009
State of New Jersey 2010
United States District Court of New Jersey 2010
United States Court of Appeals for the Third Circuit 2011

Nicholas M. Ranieri

email: nranieri@maleygivens.com

Nicholas M. Ranieri is an Associate at Maley Givens, P.C. He concentrates his practice in Land Use, Local Government, Redevelopment Law and Real Estate Redevelopment, Appellate Practice, and Commercial Litigation.

Prior to joining the firm, Mr. Ranieri served as In-house Counsel and Chief Compliance Officer to a mortgage lender and had previously worked for several years in compliance for a global financial institution, specifically in the areas of consumer and commercial banking and financial crimes compliance.

In addition, Mr. Ranieri has experience with real estate finance law, commercial and real estate contracts, consumer protection law, bankruptcy law, and collections practice. He is licensed to practice law in Pennsylvania and New Jersey and is an active member of the Camden County Bar Association and the Pennsylvania Bar Association.

Education: University of Pittsburgh, -B.A. in Political Science and Communications, 2010
Duquesne University, J.D., 2013

Bar Admission: State of New Jersey, 2013
Commonwealth of Pennsylvania, 2013

Nathan L. Milholin

Email: nmilholin@maleygivens.com

Nathan L. Milholin is an Associate at Maley Givens, P.C. He concentrates his practice in land use, local government law, redevelopment law and real estate redevelopment.

Prior to joining the firm Mr. Milholin worked as an Associate in a small firm in Ocean City, NJ concentrating on real estate transactions and land use and as an assistant attorney to a labor grievance arbitrator. He is licensed to practice in Pennsylvania and awaiting admission to practice in New Jersey.

Before his legal career, Mr. Milholin pursued a career as an opera singer, performing with opera companies and symphonies across the United States.

Education: University of North Carolina School of the Arts. *Bachelor of Music in Vocal Performance* 2011
Yale University School of Music, *Master of Music in Opera Performance* 2013
Temple University Beasley School of Law, *Juris Doctor and Certificate in Business Law* 2021

Bar Admission: Commonwealth of Pennsylvania 2021
State of New Jersey 2024

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-255

AUTHORIZING THE CITY OF OCEAN CITY TO ACCEPT A SURF BOAT DONATED
BY THE STOKES FAMILY TO BE UTILIZED BY THE OCEAN CITY BEACH
PATROL

WHEREAS, the Stokes Family has generously offered to donate a surf boat to the City of Ocean City for the use and benefit of the Ocean City Beach Patrol; and

WHEREAS, the City of Ocean City and the Ocean City Beach Patrol are grateful to the Stokes Family for this generous donation and their continued support of the Beach Patrol; and

WHEREAS, the City of Ocean City wishes to formally accept the donated surf boat in its present condition; and

WHEREAS, upon acceptance of the donation, the surf boat shall become the property of the City of Ocean City, and the City shall assume responsibility for the possession, storage, maintenance, inspection, repair, operation, and future use of the surf boat; and

WHEREAS, following the City's acceptance of the surf boat, the Stokes Family shall have no responsibility for the maintenance, condition, operation, storage, repair, or use of the surf boat; and

WHEREAS, to the fullest extent permitted by law, the City acknowledges that the Stokes Family shall have no continuing liability arising from the City's possession, maintenance, operation, or use of the surf boat following its acceptance by the City.

NOW, THEREFORE, BE IT RESOLVED by the appropriate governing authority of the City of Ocean City, County of Cape May, State of New Jersey, that:

1. The City of Ocean City hereby accepts the donation of the surf boat from the Stokes Family for use by the Ocean City Beach Patrol.
2. Upon acceptance, ownership and responsibility for the surf boat shall transfer to the City of Ocean City.
3. The City shall be responsible for determining the suitability and safe condition of the surf boat before placing it into service and for its inspection, maintenance, storage, repair, operation, and use thereafter.
4. The Stokes Family shall have no responsibility for the surf boat following its acceptance by the City, including its future condition, maintenance, storage, operation, or use.
5. To the fullest extent permitted by law, the Stokes Family shall be released from any claims or liability arising from the City's ownership, possession, maintenance, operation, or use of the surf boat after its acceptance by the City.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to take any actions necessary to complete the acceptance and transfer of the donated surf boat.

Terry Crowley, Jr.
Council President

Files: RES Donated Surf Boat.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, September 10, 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. 26-256

ADOPTING THE BOARDWALK SUBCOMMITTEE REPORT AS A RESOURCE TO
INFORM FUTURE BOARDWALK PLANNING AND DEVELOPMENT AND
SUBMITTING IT TO THE PLANNING BOARD FOR INFORMATIONAL PUROPSES
AND IT’S CONSIDERATION AND INDEPENDENT USE

WHEREAS, the Boardwalk Subcommittee delivered its Final Report on June 12, 2026 (the “Report”), after months of work and public input; and

WHEREAS, the Report provides the City a sound, community-based foundation for meaningful deliberation on the future of the Ocean City Boardwalk; and

WHEREAS, City Council wants to adopt the Report as a resource to inform future Boardwalk planning and development and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City (“Council”) as follows:

- 1. Council acknowledges the work of the Boardwalk Subcommittee and adopts its Report as a resource to inform future planning and development for the Ocean City Boardwalk.
- 2. Council directs the City Clerk to submit a copy of this Resolution, and the Report to the Planning Board for informational purposes and its consideration and independent use as it deems appropriate.
- 3. This Resolution does not amend the zoning ordinance or constitute the adoption of a redevelopment plan.
- 4. Effective date. This Resolution takes effect immediately.

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, September 10, 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. 26-257

CONSENTING TO CITY COUNCIL’S APPOINTMENT OF COUNCILMAN
JIM KELLY AS LIAISON TO THE UTILITY ADVISORY COMMISSION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that Councilman Jim Kelly is hereby appointed as Liaison to the Ocean City Utility Advisory Commission for the following term:

<u>NAME</u>	<u>TERM</u>	<u>TERM EXPIRES</u>
Jim Kelly	1 Year	6/30/2027

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, September 10, 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. 26-258

CONSENTING TO CITY COUNCIL’S APPOINTMENT OF COUNCILMAN
DAVE WINSLOW AS LIAISON
TO THE OCEAN CITY REGIONAL CHAMBER OF COMMERCE

WHEREAS, in recognition of the important role of the Ocean City Regional Chamber of Commerce (hereinafter, the "Chamber") in the local economy of the city, City Council has historically designated a specific Council member to serve as liaison between City Council and the Chamber; and,

WHEREAS, the position of liaison to the Chamber is currently vacant; and,

WHEREAS, City Council desires to fill said vacancy in order to continue effective communication between City Council and the Chamber.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that Councilman Dave Winslow is hereby appointed as Liaison to the Ocean City Regional Chamber of Commerce for a one-year term, expiring on June 30, 2027, or upon adoption of Resolution re-appointing him or appointing another member of Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Ocean City Regional Chamber of Commerce for its records.

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, September 10, 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. 26-259

CONSENTING TO THE MAYOR’S APPOINTMENT OF
DOUGLAS K. WALKER AS
JUDGE OF THE MUNICIPAL COURT OF THE CITY OF OCEAN CITY

WHEREAS, the Honorable Richard A. Russell, who has served as Judge of the Municipal Court of the City of Ocean City for forty-five years, will retire from that office on November 1, 2026; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4, in a municipality governed by a mayor-council form of government, the municipal court judge is appointed by the Mayor with the advice and consent of the Council; and

WHEREAS, the Mayor has appointed Douglas K. Walker to serve as Judge of the Municipal Court of the City of Ocean City, effective November 1, 2026 for the balance of the term of the Honorable Richard A. Russell, which term ends May 31, 2028, subject to the advice and consent of City Council.

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. City Council hereby gives its advice and consent to the Mayor’s appointment of Douglas K. Walker as Judge of the Municipal Court of the City of Ocean City, effective November 1, 2026.
- 2. Douglas K. Walker shall serve for the balance of the term of the Honorable Richard A. Russell, which term ends May 31, 2028.
- 3. The City Clerk shall provide a certified copy of this Resolution to the Mayor, Douglas K. Walker, the Municipal Court Administrator, the City Solicitor, and such other persons or agencies as may be appropriate.
- 4. This Resolution shall take effect immediately upon its 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, September 10, 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. 26-260

APPROVING TAX OVERPAYMENT REFUND
#2026-8 THRU #2026-9

WHEREAS, the Tax Collector has certified and issued refund vouchers to the following tax payers who overpaid their taxes.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ocean City that authorization for refund be approved as per the attached schedule.

DESCRIPTION

<u>REFUND#</u>	<u>NAME</u>	<u>BLOCK/LOT/QUAL.</u>	<u>AMOUNT</u>	<u>YEAR</u>
2026-8	FALLS, ROY W & MARYLOU H, TRUSTEES	103/39/C1	\$3,445.49	2026
2026-9	INFINITY TITLE AGENCY	311/9	\$1,974.01	2026

Total \$5,419.50

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, September 10, 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

DIVISION OF TAX COLLECTION

Memo

To: Frank Donato, Director of Financial Management

From: Terry Graff, Tax Collector

Date: August 18, 2026

Re: Refund of Tax Overpayments

Attached, please find a Resolution authorizing refunds of tax overpayments to be placed on the agenda for the City Council meeting of September 10, 2026. The refunds are for overpayments due to the taxpayer for the reasons stated below. Typically, the refunds are for duplicate payments made by the homeowner and a mortgage company or a title company. As you are aware we must apply bulk bank payments in their entirety per a directive from the Division of Local Government Services. If you have any questions, please contact me.

<u>VOUCHER</u>	<u>NAME</u>	<u>BLOCK/LOT/QUAL.</u>	<u>AMOUNT</u>	<u>REASON</u>
2026-8	FALLS, ROY W & MARYLOU H, TRUSTEES	103/39/C1	\$3,445.49	OVERPAYMENT
2026-9	INFINITY TTLE AGENCY	311/9	\$1,974.01	OVERPAYMENT

Total **\$5,419.50**

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-261

AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE
FOR A CONSTRUCTION PROJECT AT 1402 PLEASURE AVENUE
BLOCK 1412 LOT 15C2; PROJECT #24-027ZBA

WHEREAS, David Hanaway has posted a performance guarantee for construction of an approved site plan at 1402 Pleasure Avenue, Block 1412; Lot 15C2 also known as application number 24-027ZBA.

WHERE AS, this application was submitted for approval by the Zoning Board on April 30, 2025; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated August 24, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

WHEREAS, the Zoning Board of the City of Ocean City has recommended the release of the performance guarantee in the amount of \$3,348.00; and

WHEREAS, the Zoning Board recommends that a cash portion of the performance guarantee in the amount of \$418.50 be held in cash or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the performance guarantee be posted for a period of two (2) years from the date of the release of the performance guarantee; and

NOW, THEREFORE, BE IT RESOLVED that the Director of Finance is authorized to release the performance bond in the amount of \$3,348.00 to David Hanaway.

Frank Donato III,
Chief Financial Officer

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, September 10, 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. 26-262

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 18, 2026 to September 8, 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 – 08.18.26 TO 09.08.26.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, September 10, 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
21-00742	04/01/21	ENGDAM	ENGINEERING DESIGN ASSOCIAT 21-57-324	Open	\$818.00	\$0.00	B
24-01146	05/01/24	BLACKVEA	BLACK & VEATCH CORPORATION RESOLUTION #24-61-001	Open	\$8,597.57	\$0.00	B
24-02061	07/26/24	SHI INTE	SHI INTERNATIONAL CORP Res. 24-60-253	Open	\$28,498.56	\$0.00	
24-02069	07/26/24	SHI INTE	SHI INTERNATIONAL CORP Res. 24-60-253	Open	\$9,122.06	\$0.00	
25-01399	06/03/25	MARATHON	MARATHON ENGINEERING &	Open	\$1,662.50	\$0.00	B
25-01981	08/04/25	ENGDAM	ENGINEERING DESIGN ASSOCIAT RESOLUTION #25-62-440	Open	\$41,991.37	\$0.00	B
25-02200	08/22/25	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #25-62-453	Open	\$7,500.00	\$0.00	B
25-02215	08/26/25	TRIAD	TRIAD ASSOCIATES	Open	\$1,268.75	\$0.00	
25-03014	10/29/25	REMINGTO	REMINGTON & VERNICK ENGINE RES NO.25-62-491	Open	\$1,178.75	\$0.00	B
25-03209	11/26/25	ENGDAM	ENGINEERING DESIGN ASSOCIAT RESOLUTION #25-62-530	Open	\$11,632.00	\$0.00	
25-03450	12/06/25	SHI INTE	SHI INTERNATIONAL CORP 40A:11-5(dd)	Open	\$12,209.18	\$0.00	
25-03451	12/06/25	BEESLEY	BEESLEY'S POINT SEA DOO, INC 2025 PWC Purchase GTX Pro 130	Open	\$11,950.00	\$0.00	
26-00024	01/12/26	BROWNBRO	BROWN & BROWN METRO LLC RESOLUTION #25-62-439	Open	\$1,626.06	\$0.00	
26-00049	01/15/26	HORIZOND	HORIZON BS BC OF NEW JERSE	Open	\$2,485.44	\$0.00	
26-00050	01/15/26	NATIONAL	NATIONAL VISION ADMIN, LLC	Open	\$700.40	\$0.00	
26-00072	01/15/26	ACJIT	ATLANTIC CITY JITNEY ASSN.	Open	\$24,788.00	\$0.00	
26-00074	01/15/26	MAINL	MAIN LINE COMMERCIAL POOLE	Open	\$1,000.00	\$0.00	
26-00075	01/15/26	LACASCOF	LACAS COFFEE COMPANY, LLC	Open	\$1,025.40	\$0.00	
26-00078	01/15/26	KJPRINTS	K J PRINTS	Open	\$2,000.00	\$0.00	
26-00080	01/15/26	RESTTECH	RESTAURANT TECHNOLOGIES I	Open	\$126.37	\$0.00	
26-00081	01/15/26	CAPEENVI	CAPE ENVIRONMENTAL TESTINI	Open	\$220.00	\$0.00	
26-00109	01/21/26	GRITH	GRIFFITH & CARLUCCI, ESQUIRI PB Solicitor - GRIFFITH 2026	Open	\$2,938.00	\$0.00	
26-00147	01/21/26	SENTI	SENTINEL LEDGER	Open	\$705.60	\$0.00	
26-00148	01/21/26	SCHID	SCHINDLER ELEVATOR CORPOF RESOLUTION #26-17	Open	\$2,203.28	\$0.00	
26-00160	01/22/26	SEAISLE	CITY OF SEA ISLE CITY 2026 Shared Service Const/Fire	Open	\$38,052.00	\$0.00	
26-00161	01/22/26	SEAISLE	CITY OF SEA ISLE CITY 2026 Shared Service Plumbing	Open	\$14,000.01	\$0.00	
26-00162	01/22/26	VERIZONL	VERIZON ONLINE	Open	\$519.13	\$0.00	B
26-00179	01/27/26	CZAR	LAMONT H. CZAR, P.E.	Open	\$4,875.00	\$0.00	
26-00225	01/29/26	CANONSOL	CANON USA, INC MAINT. PLAN FOR 3000 OCE	Open	\$203.02	\$0.00	B
26-00257	02/03/26	WEBPAGE	WEBPAGEFX, INC	Open	\$34,761.41	\$0.00	
26-00259	02/03/26	DAVIDSHU	DAVID SCHULTZ AIRSHOWS LLC	Open	\$5,579.15	\$0.00	
26-00262	02/03/26	JUSTR	JUST RIGHT TV PRODUCTIONS I Video Taping/City Wide	Open	\$560.00	\$0.00	
26-00268	02/04/26	ENGDAM	ENGINEERING DESIGN ASSOCIAT 18TH & HAVEN TENNIS/PICKLEBALL	Open	\$4,645.50	\$0.00	B
26-00272	02/05/26	RUDERM	RUDERMAN & ROTH, LLC RESOLUTION #26-85	Open	\$3,330.00	\$0.00	B
26-00299	02/06/26	LUMBERMAL	LUMBERMEN ASSOCIATES INC RESOLUTION #26-48	Open	\$36,441.00	\$0.00	
26-00300	02/06/26	LUMBERMAL	LUMBERMEN ASSOCIATES INC RESOLUTION #26-48	Open	\$17,903.50	\$0.00	
26-00415	02/12/26	ENGDAM	ENGINEERING DESIGN ASSOCIAT 2026 EDA ZB PROFESSIONAL	Open	\$3,353.75	\$0.00	
26-00416	02/12/26	MANOSLLC	MANOS LAW FIRM LLC 2026 ZB SOLICITOR MANOS	Open	\$1,500.00	\$0.00	
26-00424	02/13/26	CZAR	LAMONT H. CZAR, P.E.	Open	\$14,500.00	\$0.00	
26-00463	02/24/26	MCLEES	WILLIAM MCLEES ARCHITECTUF RESOLUTION #26-64	Open	\$88,918.75	\$0.00	
26-00473	02/26/26	ARCHERPU	ARCHER PUBLIC AFFAIRS, LLC	Open	\$3,650.00	\$0.00	
26-00516	03/09/26	SCHWA	SCHWAAB, INC. Date time stamp and supplies	Open	\$149.50	\$0.00	
26-00544	03/16/26	CMCBRIDG	CAPE MAY COUNTY BRIDGE CO OCNJ HALF MARATHON	Open	\$500.00	\$0.00	
26-00545	03/16/26	JOHNP	JOHNSON'S POPCORN, INC	Open	\$174.00	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-00564	03/16/26	OCCHA	O.C. REGIONAL CHAMBER OF	Open	\$2,350.00	\$0.00	
26-00579	03/19/26	BEAC	BEACHES CONDOMINIUM ASSN. 1ST INSTALLMENT FOR 2025	Open	\$233.33	\$0.00	
26-00580	03/19/26	BEAC2	OCEANSIDE CONDO/BEACHWAT 1ST INSTALLMENT FOR 2025	Open	\$307.95	\$0.00	
26-00597	03/19/26	FLAN2	FLANDERS CONDOMINIUM ASSN 1ST INSTALLMENT FOR 2025	Open	\$5,141.47	\$0.00	
26-00611	03/19/26	OCEAE	OCEAN ISLE 921 CONDO ASSN. 1ST INSTALLMENT FOR 2025	Open	\$1,446.00	\$0.00	
26-00626	03/19/26	TOPWA	TOP OF THE WAVE CONDO ASSN 1ST INSTALLMENT FOR 2025	Open	\$1,183.47	\$0.00	
26-00722	04/16/26	DEVLN	EDMUND F.X. DEVLIN, ESQ. RESOLUTION #26-84	Open	\$3,626.06	\$0.00	
26-00892	05/01/26	RUSOKEVKEVIN J. RUSSO		Open	\$4,250.00	\$0.00	
26-00893	05/01/26	JERSEYJE JERSEY JERKS, LLC		Open	\$4,000.00	\$0.00	
26-00894	05/01/26	GRNHORNEG	GREEN HORNET AVIATION LLC	Open	\$3,500.00	\$0.00	
26-00896	05/01/26	SCOTTAIR	SCOTT FRANCIS AIRSHOWS	Open	\$4,750.00	\$0.00	
26-00897	05/01/26	DOUGHAIR	DOUGHERTY AIRSHOWS	Open	\$4,000.00	\$0.00	
26-00898	05/01/26	STARTSKY	START SKYDIVING LLC	Open	\$16,500.00	\$0.00	
26-00910	05/06/26	NJAM3	NEW JERSEY-AMERICAN WATEF 2026 WATER/SEWER BILL CHARGE:	Open	\$167,592.92	\$0.00	B
26-00935	05/12/26	TELESYST	TELESYSTEM 2026 TELEPHONE SERVICES	Open	\$12,663.84	\$0.00	
26-01049	05/20/26	ENGDAM	ENGINEERING DESIGN ASSOCI	Open	\$785.00	\$0.00	
26-01056	05/22/26	TACPRINT	TAC PRINTING AND MARKETING	Open	\$12,000.00	\$0.00	
26-01196	05/26/26	BAYCL	BAY CLUB CONDOMINIUM ASSN 1ST INSTALLMENT FOR 2025	Open	\$3,496.33	\$0.00	
26-01346	06/05/26	DFXINC	DYNAMITE DISC JOCKEY'S, INC.	Open	\$28,987.15	\$0.00	
26-01348	06/08/26	ALWAYSAD	ALWAYS ADVANCING	Open	\$10,075.00	\$0.00	
26-01410	06/18/26	EASTS	EASTERN SIGN CO	Open	\$12,900.00	\$0.00	
26-01412	06/18/26	ELDERPES	ELDER PEST CONTROL, INC	Open	\$1,500.00	\$0.00	
26-01426	06/18/26	MFRANKLI	MICHAEL FRANKLIN	Open	\$7,900.00	\$0.00	
26-01484	07/02/26	WALTERS	R.A. WALTERS & SON, INC.	Open	\$14,950.44	\$0.00	
26-01655	07/09/26	SVITALEP	PYROTECNICO FIREWORKS, INC RESOLUTION #25-62-554	Open	\$10,500.00	\$0.00	
26-01663	07/10/26	SEAGE	SEA GEAR MARINE SUPPLY, INC	Open	\$668.00	\$0.00	
26-01697	07/19/26	RICHF	RICH FIRE PROTECTION	Open	\$6,638.00	\$0.00	
26-01741	07/22/26	DLT	DLT SOLUTIONS AUTODESK ENGINEERING	Open	\$3,089.50	\$0.00	
26-01748	07/23/26	NJCOASTA	NEW JERSEY COASTAL COALITI 2026 MJPPI MEMBERSHIP FEE	Open	\$1,000.00	\$0.00	
26-01792	08/03/26	RALPH	V.E. RALPH, INC. Res 25-61-230	Open	\$3,090.81	\$0.00	
26-01793	08/03/26	RALPH	V.E. RALPH, INC. Res 25-61-230	Open	\$299.80	\$0.00	
26-01810	08/05/26	LEVINSON	COOPER LEVENSON PA OCBP Workplace training	Open	\$8,500.00	\$0.00	
26-01828	08/10/26	TWNSQMET	TOWNSQUARE MEDIA NJ HOLDC	Open	\$1,201.00	\$0.00	
26-01829	08/10/26	MARIAOTT	MARIA OTTINGER	Open	\$100.00	\$0.00	
26-01838	08/10/26	BEESLEY	BEESLEY'S POINT SEA DOO, INC invoice 22216	Open	\$1,346.46	\$0.00	
26-01842	08/10/26	SAFETYTH	SAFETY THIRD TRAINING PART PWCRO Training	Open	\$2,250.00	\$0.00	
26-01844	08/10/26	BRINKS	BRINKS INC. BRINKS METER COIN PICK UP	Open	\$1,534.43	\$0.00	B
26-01847	08/12/26	ASCEN	ASCENT AVIATION GROUP INC. 100LL AVGAS FOR AP FUEL SALES	Open	\$5,603.42	\$0.00	
26-01848	08/12/26	CUMMA	CUMMINS-ALLISON CORPORATI METER COIN COUNTER SERVICE	Open	\$172.55	\$0.00	
26-01853	08/13/26	FASTENAL	FASTENAL COMPANY RESOLUTION #26-17	Open	\$11,873.25	\$0.00	
26-01863	08/17/26	TMOBILEU	T-MOBILE USA INC	Open	\$300.00	\$0.00	
26-01864	08/17/26	FBINA	FBINAA-NJ	Open	\$480.00	\$0.00	
26-01868	08/18/26	01FALLS	FALLS, ROY & MARYLOU, TRUST TAX OVERPAYMENT REFUND#2026	Open	\$3,445.49	\$0.00	
26-01869	08/19/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$520.00	\$0.00	
26-01870	08/19/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$390.00	\$0.00	
26-01871	08/19/26	ACTIONUN	ACTION UNIFORM CO., L.L.C Res. 24-60-286	Open	\$842.00	\$0.00	
26-01872	08/19/26	FIRSS	FIRE & SAFETY SERVICES, LTD. Res 24-60-081	Open	\$650.00	\$0.00	
26-01874	08/19/26	ACTIONUN	ACTION UNIFORM CO., L.L.C Res 24-60-286	Open	\$753.00	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-01876	08/19/26	COPIE	COPIERS PLUS, INC. Business Cards Tony Polcini	Open	\$74.95	\$0.00	
26-01877	08/19/26	SONJ4	STATE OF NEW JERSEY	Open	\$2,540.00	\$0.00	
26-01879	08/19/26	RICHF	RICH FIRE PROTECTION	Open	\$1,050.00	\$0.00	
26-01880	08/20/26	FIRSS	FIRE & SAFETY SERVICES, LTD.	Open	\$11,797.39	\$0.00	
26-01881	08/20/26	VINEA	VINELAND AUTO ELECTRIC, INC	Open	\$1,221.02	\$0.00	
26-01882	08/20/26	COASM	COASTAL MARINE PILING, INC	Open	\$1,800.00	\$0.00	
26-01883	08/20/26	COASM	COASTAL MARINE PILING, INC	Open	\$1,800.00	\$0.00	
26-01884	08/25/26	THEFLOWETHE	THE FLOWER COMPANY	Open	\$200.00	\$0.00	
26-01885	08/25/26	GREHTREGG	GREATER EGG HARBOR REGIONAL	Open	\$1,250.00	\$0.00	
26-01886	08/25/26	LWG	LONE WOLF GAMING	Open	\$1,000.00	\$0.00	
26-01887	08/25/26	COUSINSR	COUSIN'S RESTAURANT	Open	\$245.00	\$0.00	
26-01888	08/25/26	KD PRODU	KD PRODUCTIONS & EVENTS	Open	\$148.00	\$0.00	
26-01889	08/25/26	EARLS	EARL GIRLS, INC.	Open	\$1,251.00	\$0.00	
26-01890	08/25/26	ALLEGGRAM	ALLEGRA MARKETING PRINT & I	Open	\$1,225.00	\$0.00	
26-01891	08/25/26	EASTS	EASTERN SIGN CO	Open	\$1,267.50	\$0.00	
26-01892	08/25/26	GLENHACN	GLEN H. MACNOW	Open	\$30,740.00	\$0.00	
26-01893	08/25/26	JONPATTY	JON & PATTYS COFFEE BAR BIS	Open	\$280.80	\$0.00	
26-01894	08/25/26	FRED H	FRED HALL ORCHESTRAS &	Open	\$1,700.00	\$0.00	
26-01895	08/25/26	THEFLOWETHE	THE FLOWER COMPANY	Open	\$364.00	\$0.00	
26-01896	08/25/26	COLBERTJ	JOHN COLBERT	Open	\$132.37	\$0.00	
26-01897	08/25/26	MOORETHC	THOMAS H MOORE	Open	\$395.00	\$0.00	
26-01898	08/25/26	COPIE	COPIERS PLUS, INC.	Open	\$510.00	\$0.00	
26-01899	08/25/26	PIER4	PIER 4, L.L.C.	Open	\$3,196.80	\$0.00	
26-01900	08/25/26	PBA	PBA LOCAL #61	Open	\$665.28	\$0.00	
26-01901	08/25/26	OCWATERPOC	WATERPARK	Open	\$400.00	\$0.00	
26-01903	08/25/26	KEENANMAM	ADISON MARIE KEENAN	Open	\$250.00	\$0.00	
26-01904	08/25/26	CANALEEL	ELIZABETH CANALE	Open	\$50.00	\$0.00	
26-01905	08/25/26	APRILWRI	APRIL WRIGHT	Open	\$100.00	\$0.00	
26-01906	08/25/26	MAGGIEMOM	MAGGIE MORRIS	Open	\$250.00	\$0.00	
26-01907	08/25/26	COSTALTA	TALLULAH COSTAL	Open	\$850.00	\$0.00	
26-01908	08/25/26	BECKERLI	LINDA MARIE BECKER	Open	\$800.00	\$0.00	
26-01909	08/25/26	ASHRUSKO	ASHLYNN RUSKOSKI	Open	\$100.00	\$0.00	
26-01910	08/25/26	WAVERLYD	WAVERLY DUNN	Open	\$100.00	\$0.00	
26-01911	08/25/26	MAGAZZUK	KAYLA MAGAZZU	Open	\$1,875.00	\$0.00	
26-01912	08/25/26	YAGER-DE	JORDAN DEZEEUW-YAGER	Open	\$700.00	\$0.00	
26-01913	08/25/26	MELODYKU	MELODY KUCHLER	Open	\$250.00	\$0.00	
26-01914	08/25/26	LITTLEGE	GEORGIA LITTLE	Open	\$2,150.00	\$0.00	
26-01915	08/25/26	GANIELGI	GIANNA GANIEL	Open	\$1,700.00	\$0.00	
26-01916	08/25/26	BROTH	BROTHERS MANAGEMENT ASSC	Open	\$1,400.00	\$0.00	
26-01922	08/27/26	WITMER	WITMER PUBLIC SAFTEY GROU Res 25-61-234	Open	\$6,456.20	\$0.00	
26-01923	08/27/26	PARAMUSF	PARAMUS FORD INC. DBA ALL AI PASSENGER VAN PURCHASE/BF O	Open	\$59,361.40	\$0.00	
26-01927	08/29/26	MUNICAPI	MUNICIPAL CAPITAL FINANCE COPIER LEASE RES# 22-58-236	Open	\$34,005.56	\$0.00	
26-01928	08/29/26	THOMASMI	THOMAS G.SMITH, ESQ. RESOLUTION#26-31	Open	\$525.00	\$0.00	B
26-01929	08/29/26	MGL	MGL PRINTING SOLUTIONS MGL Resolution Book	Open	\$650.00	\$0.00	
26-01930	08/29/26	CONSOL S	CONSOLIDATED STEEL & ALUMI RESOLUTION #26-17	Open	\$30,117.50	\$0.00	
26-01931	08/31/26	MARSCAR	BRANDY MARSCARBOROUGH	Open	\$200.00	\$0.00	
26-01932	08/31/26	STVP	SERIOUSLY TOTAL VIDEO PROD	Open	\$350.00	\$0.00	
26-01933	08/31/26	PIER4	PIER 4, L.L.C.	Open	\$1,118.88	\$0.00	

Po #	Po Date	Vendor	Po Description	Status	Amount	Void Amount	Po Type
26-01937	08/31/26	JOHNP	JOHNSON'S POPCORN, INC	Open	\$2,715.00	\$0.00	
26-01939	08/31/26	CRAIGJ	JAMES CRAIG	Open	\$120.00	\$0.00	
26-01941	08/31/26	OMALLEYH	HELEN O'MALLEY	Open	\$380.00	\$0.00	
26-01943	08/31/26	OCHA	OCEAN CITY HOUSING AUTHOR SHARED SERVICES AGREEMENT	Open	\$351,937.28	\$0.00	B
26-01944	08/31/26	DELUCAM	MIKE DELUCA	Open	\$500.00	\$0.00	
26-01947	09/02/26	DIVALEQU	DIVAL SAFETY EQUIPMENT, INC. Res 25-61-234	Open	\$1,950.00	\$0.00	
26-01948	09/02/26	RALPH	V.E. RALPH, INC. Res 25-61-230	Open	\$3,863.72	\$0.00	
26-01951	09/02/26	HANAWAYD	DAVE HANAWAY RELEASE OF PERF GUARANTEE	Open	\$3,348.00	\$0.00	
26-01954	09/05/26	KDI	KEYSTONE DIGITAL IMAGING, IN RESOLUTION #26-17	Open	\$15,871.52	\$0.00	
26-01957	09/05/26	MCMNI	MCMANIMON, SCOTLAND & BAU BOND ORDINANCE 26-05	Open	\$600.00	\$0.00	

Total Purchase Orders:	150	Total P.O. Line Items:	0	Total List Amount:	\$1,429,148.85	Total Void Amount:	\$0.00
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	\$15,550.43	\$0.00	\$15,550.43	\$0.00	\$0.00	\$0.00
	6-01	\$470,809.85	\$0.00	\$470,809.85	\$380.00	\$0.00	\$0.00
	6-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,317.75
	6-13	\$49,111.41	\$0.00	\$49,111.41	\$0.00	\$0.00	\$0.00
	Year Total:	\$519,921.26	\$0.00	\$519,921.26	\$380.00	\$0.00	\$6,317.75
	C-04	\$455,609.68	\$0.00	\$455,609.68	\$0.00	\$0.00	\$0.00
	G-02	\$9,303.17	\$0.00	\$9,303.17	\$0.00	\$0.00	\$0.00
	T-12	\$422,066.56	\$0.00	\$422,066.56	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$1,422,451.10	\$0.00	\$1,422,451.10	\$380.00	\$0.00	\$6,317.75

Project Description	Project No. Rcvd Total
1604 PLEASURE AVENUE	23-025ZBA \$155.00
4101-03 CENTRAL AVENUE	24-004ZBA \$193.75
1030 WESLEY AVENUE	24-009ZBA \$266.25
800 BRIDGE BLVD	24-017ZBA \$500.00
2837-39 WESLEY AVENUE	24-018IZBA \$382.50
325 WEST AVENUE	25-009IZBA \$193.75
304 SEABRIGHT ROAD	26-004ZBA \$135.00
141-47 HAVEN AVENUE	26-005ZBA \$150.00
3400-02 WEST AVENUE	26-006PBA \$444.00
3323 SIMPSON AVENUE	26-008ZBA \$880.00
629 ASBURY AVENUE	26-009PBA \$420.00
21 NAUSSAU ROAD	26-009ZBA \$270.00
952 BOARDWALK	26-010PBA \$456.00
3829-31 CENTRAL AVENUE	26-010ZBA \$67.50
3829-31 CENTRAL AVENUE	26-011ZBA \$810.00
801 WESLEY AVENUE	26-012PBA \$144.00
8 E DUNDEE ROAD	26-012ZBA \$500.00
413 30TH STREET	26-015ZBA \$200.00
45 E STATION ROAD	26-016ZBA \$150.00
Total Of All Projects:	\$6,317.75