

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-278

AUTHORIZING THE ADVERTISEMENT OF CITY CONTRACT #26-31, SUPPLY &  
DELIVERY OF BOARDWALK LUMBER

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 #26-31, Supply & Delivery of Boardwalk Lumber.

Terry Crowley, Jr.  
Council President

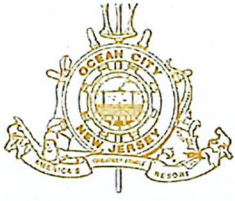
Note: The legal advertisement will be tentatively placed on the Ocean City Public Notices Webpage tentatively on Tuesday, October 13, 2026 with the bid opening scheduled on Thursday, October 29, 2026 and an anticipated date of award on Thursday, November 5, 2026.

Files: RAU CC #26-31 Boardwalk Lumber.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, October 8, 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 PUBLIC WORKS

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## Memo

**To:** Michael Rossbach Jr, Purchasing Agent  
**From:** Michael Rossbach, Director of Public Works  
**CC:** George Savastano, Frank Donato, Christine Gundersen, Thomas Mahar  
**Date:** September 30, 2026  
**Re:** Supply and Delivery of Boardwalk Lumber

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The Ocean City Public Works Department is requesting support to bid out contract #26-31 "Supply and Delivery of Boardwalk Lumber". As you know the Ocean City Public Works Department is charged with maintaining the City's boardwalk deck. The quantity of material in this contract will support repairs to the boardwalk deck as well as other carpentry repairs around the city.

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

115 12<sup>TH</sup> STREET, OCEAN CITY, NJ 08226-3642  
609-399-6111 Fax:609-399-8407  
[www.ocnj.us](http://www.ocnj.us)

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

**RESOLUTION**

No. 26-279

**AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO  
J.P. BAINBRIDGE & ASSOCIATES, INC. FOR COMMERCIAL APPRAISER  
SERVICES FOR THE CITY OF OCEAN CITY**

**WHEREAS**, the City of Ocean City requires certain professional services to implement current appraisals of residential, commercial & condemnation properties that are pending New Jersey Tax Court Appeals; and

**WHEREAS**, it is determined to be in the best interests of the City of Ocean City to have a commercial appraiser for all tax assessment appeals filed in the New Jersey Tax Court and J.P. Bainbridge & Associates has provided these types of services for the City of Ocean City for numerous years; and

**WHEREAS**, J.P. Bainbridge & Associates has been determined to have the necessary expertise to perform these services; and

**WHEREAS**, Frank Donato III, CFO, Director of Financial Management; Joseph Elliot, CTA, Manager of the Division of Tax Assessment, Megan A. McAfee, CTA, Deputy Tax Assessor; Thomas R. Mahar, Purchasing Assistant, and Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the proposal and recommended that J.P. Bainbridge & Associates, 6 Woodland Road, Cape May Court House, NJ 08210 be awarded an alternative non-advertised professional service contract for commercial appraisal services for the Tax Assessor Office; and

**WHEREAS**, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 *et seq.*; and

**WHEREAS**, J.P. Bainbridge & Associates has completed and submitted a Business Entity Disclosure Certification which certifies that J.P. Bainbridge & Associates has not made any contributions to a political or candidate committee for an elected office in the City of Ocean City, New Jersey in the previous one (1) year period, and that the contract will prohibit J.P. Bainbridge & Associates from making any contributions through the term of the contract; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Ocean City, New Jersey that a professional service contract to **J.P. Bainbridge & Associates, 6 Woodland Road, Cape May Court House, NJ 08210** for commercial appraisal services for the City of Ocean City be and is hereby awarded to the as follows:

1. Perform those services necessary and required by the municipality in regard to commercial appraisal services to assist the City's Tax Assessor in addressing residential, commercial & condemnation properties that are pending New Jersey Tax Court Appeals in accordance with the submitted proposal.
2. The City shall pay for services according to the hours performed by the commercial appraiser listed above, pursuant to the fee schedule below:
  - a. Commercial Appraiser Services.....\$175.00 per hour
3. The term of this contract shall be a period of one (1) year beginning on September 1, 2026 and continuing through until August 31, 2027.
4. A copy of Business Entity Certification and the Business Registration Certification (BRC) has been submitted and shall be placed on file in the City's Purchasing Division Office.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-279

5.     The vendor has been advised that this award does not guarantee that all of the services listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required, the City Purchasing Manager shall issue Purchase Orders for those services. No services shall be performed for the City without first obtaining a Purchase Order for said services.
6.     A copy of this Resolution and Contract 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.

**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 professional service contract with J.P. Bainbridge & Associates, Inc. for City Commercial Appraisal Services for the City of Ocean City as listed and in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available for the balance of the 2026 year & contingent upon the adoption of the 2027 Local Municipal Budget and shall be charged to the appropriate accounts upon issuance of the purchase orders. The estimated annual contract is \$40,000.00.

CERTIFICATION OF FUNDS

\_\_\_\_\_  
Frank Donato III, CFO  
Director of Financial Management

\_\_\_\_\_  
Terry Crowley, Jr.  
Council President

Files: RPS 2026-2027 Commercial Appraisal Services-Bainbridge.docx

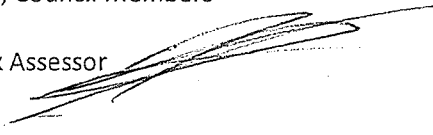
**I HEREBY CERTIFY THAT** the foregoing resolution was duly adopted by the City Council of the City of Ocean City, New Jersey at a Council Meeting held on Thursday, October 8, 2026, with the voting record as indicated below.

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

\_\_\_\_\_  
Melissa G. Rasner, City Clerk

THE CITY OF OCEAN CITY  
TAX ASSESSMENT OFFICE  
861 Asbury Avenue  
City Hall, Room 107  
Ocean City, NJ 08226  
609-525-9374(Phone)  
609-391-0650(Fax)

To: Michael Rossbach, Jr. QPA, Purchasing Agent  
City of Ocean City, Council Members

From: Joseph Elliott, Tax Assessor 

Date: October 6, 2026

Subject: J.P. Bainbridge & Associates, Inc.-Hourly rate quote for 2026/2027 commercial appraisal  
for Tax appeal services

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Enclosed please find a copy of the above referenced document. This is Mr. Bainbridge's response to the request to provide a cost estimate for his services for year 2026/2027.

I strongly recommend that the City of Ocean City retain J. P. Bainbridge & Associates, Inc. as the commercial appraiser for select tax assessment appeals filed in the NJ Tax Court. Mr. Bainbridge has done an admirable job in producing appraisals of Ocean City commercial property for the assessor's office in several tax court matters over the last several years. Mr. Bainbridge has also participated in several successful settlement negotiations on multiple years of appeal filings. Mr. Bainbridge has many years of experience in producing appraisals on various types of commercial property that would include, but would not be limited to, hotels, motels, pharmacies, restaurants, boardwalk retail stores, and amusement piers. In my opinion, we cannot afford to change our commercial appraiser at this point, nor should we consider dismissing Mr. Bainbridge who is a highly competent NJ state certified general appraiser who also holds the prestigious MAI designation.

If you have any questions do not hesitate to contact me.

C. Frank Donato, Director of Financial Management

**J. P. BAINBRIDGE & ASSOCIATES, INC.**

*Real Estate Appraiser ♦ Consultant*

6 Woodland Road, Cape May Court House, NJ 08210  
(609) 602-2977 (Cell) • jpbain@comcast.net

September 28, 2026

City of Ocean City  
c/o Joseph Elliott, CTA  
Tax Assessor  
861 Asbury Avenue  
Ocean City, NJ 08226

Re: Fee Quote – Professional Appraisal Services

Dear Mr. Elliott:

This letter is in response to your request for a fee quote for appraisals of property in anticipation of upcoming property tax appeals.

All tax appeal appraisal reports will be trial ready unless otherwise requested. Fees vary with the scope of each assignment and are based on an hourly rate of \$175. A trial ready commercial appraisal report fee is typically between \$4,500 and \$9,000, excluding consultation, trial preparation, and testimony.

Appraisal reports are prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Valuation Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "J. Paul Bainbridge". The signature is fluid and cursive, with the first name "J." and last name "Bainbridge" clearly legible.

J. Paul Bainbridge, MAI  
SCGREA 42RG00073500

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-280

AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT TO  
MCMANIMON, SCOTLAND & BAUMANN, LLC FOR GENERAL MUNICIPAL  
BOND COUNSEL SERVICES FOR THE CITY OF OCEAN CITY

WHEREAS, the City of Ocean City requires certain professional specialized legal services in connection with the authorization and issuance of bonds or notes of the City of Ocean City, New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, it is determined to be in the best interests of the City of Ocean City to have McManimon, Scotland, & Baumann, LLC act as bond counsel; and

WHEREAS, McManimon, Scotland & Baumann, LLC has been performing these duties and it has been determined to have the necessary expertise to continue to perform said services; and

WHEREAS, a contract for Professional Services with McManimon, Scotland & Baumann, LLC may be entered into without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i) & N.J.S.A. 19:44A-20.5; and

WHEREAS, McManimon, Scotland & Baumann, LLC has agreed to act as counsel on general municipal bond services for the City of Ocean City for the calendar year 2026 and 2027; and

WHEREAS, McManimon, Scotland & Baumann, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon, Scotland & Baumann, 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 McManimon, Scotland & Baumann, LLC from making any contributions through the term of the contract; and

WHEREAS, the vendor has been advised that this award does not guarantee that all of the services listed will be required during the contract period and are subject to the actual need as established by the City of Ocean City. As services are required the City Purchasing Manager shall issue Purchase Orders for those services. No services shall be performed for the City without first obtaining a Purchase Order for said services; and

WHEREAS, George J. Savastano, Business Administrator; Frank Donato, III, CMFO, Director of Financial Management; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr., QPA, City Purchasing Manager have reviewed the terms and conditions of the contract and recommend award of a professional service contract to McManimon, Scotland & Baumann, LLC for general municipal bond counsel services for the City of Ocean City, NJ; and

WHEREAS, this contract is awarded through an alternative non-advertised process, pursuant to N.J.S.A. 19:44A-20.4 *et seq.*; 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 **McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Second Floor, Roseland, NJ 07068** for general municipal bond counsel services for the City of Ocean City, NJ as follows:

Fee Schedule (Public Finance)

| Item | Description                                                                                                                                                                                                                                                                                                                                                                | Rates    |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1.   | Preparation or Review of Each Bond Ordinance and Compiling and Review of a certified Record of Proceedings.....                                                                                                                                                                                                                                                            | \$750.00 |
| 2.   | Cost of Work in Connection with Arbitrage Compliance and related Tax Analysis                                                                                                                                                                                                                                                                                              | \$750.00 |
| 3.   | Cost of Work in Connection with each Bond Sale a Fee of \$5,000.00 plus \$1.10 per Thousand Dollars of Bonds Issued for the First \$15,000.00 of Bonds Issued and \$0.85 per Thousand Dollars of Bonds Issued in Excess of \$15,000.00. For More than one (1) Series of Bonds Issued there will be an Additional Charge of \$1,000.00 for Each Such Additional Series..... |          |
| 4.   | Cost of Work in Connection with each Note Sale a Fee of \$2,500.00 plus \$0.50 per Thousand Dollars of Notes Issued for the First \$15,000.00 of Bonds Issued and \$0.40 per Thousand Dollars of Notes Issued in Excess of \$15,000.00. For More than one (1) Series of Notes Issued there will be an Additional Charge of \$500.00 for Each Such Additional Series.....   |          |
| 5.   | See Attached Proposal for all Additional & Miscellaneous Fees.....                                                                                                                                                                                                                                                                                                         |          |

Hourly Rates (Public Finance)

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION  
No. 26-280

| Item | Description                                                                                                                               | Rates            |
|------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.   | Attorney.....                                                                                                                             | \$225.00 Per Hr. |
| 2.   | Legal Assistant.....                                                                                                                      | \$155.00 Per Hr. |
| 3.   | Services in Connection with the Filings with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access Dataport..... | \$250.00         |

Hourly Rates (Developer Funded Escrow Account)

| Item | Description          | Rates            |
|------|----------------------|------------------|
| 1.   | Attorney.....        | \$395.00 Per Hr. |
| 2.   | Legal Assistant..... | \$195.00 Per Hr. |

**BE IT FURTHER RESOLVED** The term of the contract shall be for a period of one (1) year beginning on September 1, 2026 and continuing through August 31, 2027; and

**BE IT FURTHER RESOLVED that** A copy of this Resolution and Contract 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

**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 McManimon, Scotland & Baumann, LLC for professional services as listed in accordance with this resolution and submitted proposal.

The Director of Financial Management certifies that funds are available and shall be charged to the appropriate account as purchase orders are issued.

CERTIFICATION OF FUNDS

Frank Donato III, CFO  
Director of Financial Management

Terry Crowley, Jr.  
Council President

Files: RPS 2026-2027 McManimom Bond Counsel.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, October 8, 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

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October 1, 2026

Dear City Council Members,

This memo is intended to provide backup to the resolution authorizing a professional services contract between McManimon & Scotland, LLC and the City of Ocean City for general municipal bond counsel services.

Bond Counsel Services are typically necessary to prepare and/or review bond ordinances, to track the record of proceedings for such ordinances, to prepare and issue bond anticipation notes, and to prepare and issue general obligation bonds. Bond Counsel will also be consulted on an array of other topics, such as occasions where the City is buying or selling parcels of land, or matters dealing with Green Acres, COAH and HUD to name a few.

As the resolution states, pricing for said services were solicited for the upcoming year. McManimon & Scotland, LLC has included slight price increases on certain items while holding firm on most others for this coming year compared to the prior year. If passed by City Council this contract will last until August 31, 2027.

In conclusion McManimon & Scotland, LLC has served the City very well over the years, and it is my recommendation to award this contract for a period of one year. They have an outstanding reputation in the State for providing bond counsel services in a professional manner, their staff are always available to us and are also a pleasure to deal with.

As always, if you have any questions on this resolution please feel free to contact my office at 609.525.9350.

Sincerely,

Frank Donato III  
Director of Financial Management

C: Mayor Gillian  
George Savastano, Business Administrator

861 ASBURY AVENUE, OCEAN CITY, NJ 08226

 Printed on Recycled Paper

September 30, 2026

**Via Email – mrossbachjr@ocnj.us**

Michael Rossbach, Jr., QPA  
City Purchasing Manager  
City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226

**Re: Bond Counsel Services**

Dear Mr. Rossbach:

In response to your request by email dated September 25, 2026, enclosed please find one (1) partially executed copy of the firm's proposed Agreement for Bond Counsel services between the City of Ocean City (the "City") and McManimon, Scotland & Baumann, LLC (the "Firm") for 2026/2027. Please have one copy executed and returned to me for our file:

Also enclosed are the following documents for your files:

1. Mandatory Equal Employment Opportunity Language;
2. Certificate of Employee Information Report;
3. Business Registration Certificate;
4. Good Standing Certificate;
5. Business Entity Disclosure Certification;
6. c. 271 Political Contribution Disclosure Form;
7. Stockholder Disclosure Certification;
8. Statement of Ownership Disclosure;
9. Certificates of Insurance;
10. Disclosure of Investment Activities in Iran;
11. Certification of Non-Involvement in Prohibited Activities in Russia and Belarus;
12. Certification of Non-Debarment for Federal Government Contracts; and
13. Form W-9.

We appreciate the City's continued confidence in our Firm and look forward to serving the City.

If you need any further information at this time, please do not hesitate to contact me.

Very truly yours,

  
Matthew D. Jessup

Enclosures

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF OCEAN CITY**, in the County of Cape May, a public body corporate and politic of the State of New Jersey, herein designated as the "Client," and **McMANIMON, SCOTLAND & BAUMANN, LLC**, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests any such services, Counsel shall bill the Client as follows:

### **A. SCOPE OF SERVICES**

#### **I. Public Finance**

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

b. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

c. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary concerning the submission of bids for the bonds or

notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

d. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

e. Counsel will provide such other services as may be requested from time to time by the Client, including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

a. For services rendered in connection with each bond sale, a fee of \$5,000, plus \$1.10 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.85 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than one series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

b. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$750.

c. For services rendered in connection with each note sale, a fee of \$2,500, plus \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

d. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$750.

e. In the event that a letter of credit, bond insurance or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

f. In the event of the issuance of bonds or notes through the New Jersey Infrastructure Bank, an additional fee of \$3,500 will be charged.

g. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

h. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$225 for attorneys and \$155 for legal assistants/law clerks. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

i. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated, is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(h).

j. Reimbursable Expenses. Reasonable and customary out-of-pocket expenses and other charges, including but not limited to photocopying, postage, overnight delivery, travel expenses, filing fees, computer-assisted research, bookbinding, messenger service or other costs incurred in connection with services performed under this Agreement, shall be added to the fees referred to herein and shall be itemized in each invoice presented to the Client. Photocopying shall be billed at \$0.20 per page; postage and overnight delivery at actual cost; and travel at the then-current IRS Standard Mileage Rate.

## **II. Redevelopment, Environmental, Litigation and Non-Public Finance Services**

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all actions authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternative dispute resolution matters, or (iv) any other legal services, such services shall be billed as follows:

2. For redevelopment, environmental, litigation (other than condemnation), or other legal services performed under paragraphs II(1)(i), (ii), (iii), or (iv), the Client will make payment to Counsel for such services at the blended hourly rate of \$250 for attorneys and \$155 for legal assistants/law clerks.

3. For legal services performed in connection with any condemnation matter under paragraph II(1)(iii), the Client will make payment to Counsel at the blended hourly rate of \$295 for attorneys and \$155 for legal assistants/law clerks.

4. Services rendered to the Client, the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client, shall be billed at the blended hourly rate of \$395 for attorneys and \$195 for legal assistants/law clerks.

5. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(j).

6. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

## **B. TERM**

This Agreement shall cover the period September 1, 2026, through August 31, 2027.

## **C. GENERAL PROVISIONS**

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between the Client and Counsel. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, Counsel's responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. The Client shall provide Counsel with non-original copies of any and all documents, papers and property required for Counsel to represent the Client in accordance with this Agreement. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of documents or other materials retained by Counsel after termination of this Agreement in accordance with Counsel's document retention policies and applicable law.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a).

4. Counsel and the Client hereby incorporate into this contract the provisions of Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup, who shall, from time to time, as circumstances require, have the authority to delegate other members of the firm to act in their place and stead.

6. Counsel represents that it has complied with all applicable disclosure, certification, and documentation requirements required by New Jersey law for public contracts.

7. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

8. This Agreement shall remain in full force and effect during the term stated above unless earlier terminated by either party upon written notice to the other. Termination shall not relieve the Client of its obligation to pay for services rendered and reimbursable expenses incurred prior to the effective date of termination.

#### **POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that McManimon, Scotland & Baumann, LLC, including its subsidiaries, assigns or principals controlling in excess of 10% of the company, has neither made a contribution that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, during the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2023, c. 30, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any candidate committee of any person serving in an elected public position in the City of Ocean City when the contract is awarded.

IN WITNESS WHEREOF, the CITY OF OCEAN CITY has caused this Agreement to be duly executed by its proper officers, and Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

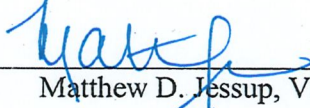
CITY OF OCEAN CITY

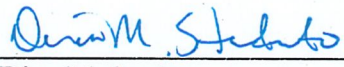
ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

By: \_\_\_\_\_  
Matthew D. Jessup, Vice Chairman

\_\_\_\_\_  
Dina M. Statuto  
Senior Legal Assistant

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-281

AUTHORIZING THE CITY’S PARTICIPATION IN THE ATLANTIC COUNTY  
COOPERATIVE PRICING PROGRAM (#41-ACC) FOR THE AWARD OF COUNTY BID  
FURNISHING & DELIVERING OF ROCK SALT TO PARTICIPATING MEMBERS

WHEREAS, the City of Ocean City is a participating agency under the Atlantic County Cooperative Pricing Program #41-ACC; and

WHEREAS, Atlantic County has acted on behalf of the City of Ocean City as a lead agency for Atlantic County Cooperative Pricing Program County Contract Rock Salt (Bulk) to Participating Members of the Atlantic County Cooperative Program (#41-ACC); and

WHEREAS, Michael Rossbach Sr., Public Works Director; Thomas R. Mahar, Purchasing Assistant; Michael Rossbach Jr. QPA, City Purchasing Manager have reviewed the contract awarded by Atlantic County and recommend participation by the City; and

WHEREAS, the vendor is advised that the quantities of the item are not guaranteed and are subject to the actual need as established by the City of Ocean City. As the quantities of the item are required, the City Purchasing Manager shall issue a Purchase Order for those quantities. The item shall not be sent to the City without first obtaining a Purchase Order for said item; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey, that the City’s supply of rock salt for citywide snow removal operations shall be purchased from the Atlantic County Cooperative Pricing Program #41-ACC awarded vendors as follows:

|                                                                        |                                                                              |
|------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Atlantic Salt, Inc.<br>134 Middle Street Suite 210<br>Lowell, MA 01852 | Chemical Equipment Labs<br>3920 A Providence Road<br>Newton Square, PA 19073 |
|------------------------------------------------------------------------|------------------------------------------------------------------------------|

| Item | Description                             | Unit Price      |
|------|-----------------------------------------|-----------------|
| 1.   | Atlantic Salt, Inc. Rock Salt.....      | \$83.00 per Ton |
| 2.   | Chemical Equipment Labs, Rock Salt..... | \$8.23 per bag  |

BE IT FURTHER RESOLVED The City Purchasing Manager is hereby authorized to issue Purchase Orders as may be required during the term of the contract with Atlantic Salt, Inc. & Chemical Equipment Labs for 2026 & 2027 for Atlantic County Cooperative Pricing Program County Contract Rock Salt (Bulk), Participating Members of the Atlantic County Cooperative Program #41-ACC in accordance the resolution and submitted bid proposal form.

The Director of Financial Management certifies that funds are available for the 2026 calendar year and charged to Operating Account #6-01-26-820-252. The 2027 calendar year are contingent upon the adoption of the 2027 Local Municipal Budget and shall be charged to the appropriate Operating Account upon the issuance of 2027 Purchase Orders. The total estimated annual value of this contract is \$75,000.00.

CERTIFICATION OF FUNDS

Frank Donato III, CFO  
Director of Financial Management

Terry Crowley, Jr.  
Council President

Files: RAW Rock Salt Atlantic County Co-Op.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, October 8, 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



# Atlantic County

## INTER-OFFICE MEMO

**DATE:** August 26, 2026  
**TO:** Atlantic City; Atlantic Cape Community College; Atlantic County Public Schools/BOE; Absecon; Brigantine; Borough Of Buena; Buena Vista Township; Egg Harbor Township; City Of Egg Harbor; City Of Estell Manor; Galloway Township; Hamilton Township; Hammonton; City Of Linwood; Longport Borough; City Of Margate; City Of Northfield; Township Of Mullica; Borough Of Folsom; Ocean City; City Of Pleasantville; City Of Port Republic; City Of Somers Point; City Of Ventnor; Weymouth Township; Greater Egg Harbor Regional High School District  
**FROM:** Joshua Niemann; Atlantic County Purchasing,  
**RE:** Rock Salt Bid 2026-2027

For the year 2026-2027 Atlantic County went out to bid Rock Salt for the Cooperative; the results are shown below.

This Contract will be awarded at a cost of \$83.00 per ton of Rock Salt to **Atlantic Salt, Inc**;  
This Contract will be awarded at a cost of \$8.23 per 50lb bag of Calcium Chloride to **Chemical Equipment Labs**.

A copy of their bid submissions are attached

Term of contract 08/01/2026-05/31/2027

The County's portion was awarded on August 18, 2026, Resolution #428.

As a reminder your entity is responsible for originating its own contract with Atlantic Salt, Inc. and Chemical Equipment Labs  
Through the contact information below.

**Atlantic Salt, Inc.**  
134 Middle Street Suite 210  
Lowell, MA 01852  
Phone: (978) 453-4911

**Chemical Equipment Labs**  
3920 A Providence Road  
Newtown Square, PA 19073  
Phone: (610) 497-9390

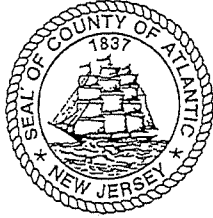
| NAME OF BIDDER                   | Cost per TON | Cost per bag Calcium Chloride |
|----------------------------------|--------------|-------------------------------|
| ATLANTIC SALT, INC.              | \$83.00      | \$0.00                        |
| CHEMICAL EQUIPMENT LABS          | \$90.75      | \$8.23                        |
| MORTON SALT                      | \$87.85      | \$0.00                        |
| Riverside Construction Materials | \$92.60      | \$0.00                        |
| State Contract                   | \$88.85      | \$15.11                       |

John M. Eccles, Jr.  
Assistant County Counsel

Submitted By: Bonnie Lindaw  
Bonnie Lindaw, Deputy County Administrator

Clerk of the Board

| RECORD OF VOTE |       |        |     |              |     |     |    |                  |       |        |     |    |     |     |    |
|----------------|-------|--------|-----|--------------|-----|-----|----|------------------|-------|--------|-----|----|-----|-----|----|
| COMMISSIONER   | MOVED | SECOND | YES | NO           | ABS | REC | AB | COMMISSIONER     | MOVED | SECOND | YES | NO | ABS | REC | AB |
| BERTINO        |       |        | ✓   |              |     |     |    | PARKER           |       |        | ✓   |    |     |     |    |
| BYRNES         | ✓     |        | ✓   |              |     |     |    | RUFFU            |       |        | ✓   |    |     |     |    |
| DASE           |       |        | ✓   |              |     |     |    | SCHENKER         |       |        | ✓   |    |     |     |    |
| DAYS           |       |        | ✓   |              |     |     |    | RISLEY, Chairman |       |        | ✓   |    |     |     |    |
| KERN           |       | ✓      | ✓   |              |     |     |    |                  |       |        |     |    |     |     |    |
| ABS - Abstain  |       |        |     | REC - Recuse |     |     |    | AB - Absent      |       |        |     |    |     |     |    |



Township; Hammonton; Linwood; Longport; Margate; Mullica; Northfield; Ocean City; Pleasantville; Port Republic; Somers Point; Ventnor; Weymouth Township; Atlantic City Public Schools/Atlantic City Board of Education; and Greater Egg Harbor Regional High School District; and

WHEREAS, this Agreement has been procured following a sealed bid process which constitutes a "fair and open process" in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Atlantic that:

1. The County Executive is hereby authorized to enter into Agreements with the said Atlantic Salt, Inc. and Chemical Equipment Labs for the total sum not to exceed \$854,690.00, for the period commencing from August 1, 2026, and terminating May 31, 2027, to do the work and/or supply the materials as set forth in the Agreements.

2. Attached hereto is a certification of funds prepared by the County Treasurer which states that there are available and sufficient legally appropriated funds for the purpose of this Agreement. If the certification is for less than the full Agreement amount, then payment for the balance of the Agreement amount is contingent upon appropriation of sufficient funds in the 2026 permanent budget and/or the 2027 temporary and permanent budgets. A copy of the Treasurer's certification(s) shall be filed with the Clerk of the Board of Commissioners with the original of this Resolution.

3. A copy of the Agreement shall be filed with the Clerk of the Board of Commissioners of the County of Atlantic by the County Counsel.

ADOPTED: 8-18-26  
COUNTY OF ATLANTIC.

b Atlantic Salt-Chemical Equipment Labs-2026 Rock Salt Cooperative.doc



Clerk of the Board

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-282

AMENDING THE 2026 BUDGET OF THE CITY OF OCEAN CITY TO INCLUDE  
ADDITIONAL REVENUE FROM THE STATE OF NEW JERSEY, DEPARTMENT OF  
THE TREASURY, CLEAN COMMUNITIES GRANT PROGRAM

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

WHEREAS, said director may also approve the insertion of an item of appropriation for equal amount; and

WHEREAS, the City of Ocean City has received notification of a grant in the amount of \$110,682.57 from the State of New Jersey, Department of Environmental Protection, Clean Communities Grant Program and wishes to amend its 2026 Budget to include this amount as a revenue; and

WHEREAS, the Local share of the above referenced grant is zero; and

NOW, THEREFORE, BE IT RESOLVED that the City of Ocean City hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2026 in the sum of \$110,682.57 which item is now available as a revenue from:

GENERAL REVENUES

Miscellaneous Revenue-Section F  
Special Items of General Revenue Anticipated with  
Prior Written Consent of the Director of Local  
Government Services:

Public and Private Revenue Offset with Appropriations (continued):  
State of New Jersey, Department of Environmental Protection, Clean Communities Grant  
Program.....\$110,682.57  
pursuant to the provisions of Statute; and

BE IT FURTHER RESOLVED that a like sum of \$110,682.57 be and the same is hereby appropriated under the caption of:

8. GENERAL APPROPRIATIONS  
(A) Operations-Excluded from "CAPS"  
Public and Private Programs Offset by Revenues

State of New Jersey, Department of Environmental Protection, Clean Communities Grant  
Program.....\$110,682.57

BE IT FURTHER RESOLVED that a copy of this resolution be certified and submitted electronically to the Director of Local Government Services for approval; and

BE IT FINALLY RESOLVED that this amendment be published on line on  
October 9, 2026.

\_\_\_\_\_  
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, October 8, 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. 26-283

AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE  
FOR A CONSTRUCTION PROJECT AT 2837-39 WESLEY AVENUE  
BLOCK 2800 LOT 8.01; PROJECT #24-018ZBA

**WHEREAS**, OC Sands LLC has posted a performance guarantee for construction of an approved site plan at 2837-39 Wesley Avenue, Block 2800; Lot 8.01 also known as application number 24-018ZBA.

**WHERE AS**, this application was submitted for approval by the Zoning Board on January 15, 2025; and

**WHEREAS**, the Zoning Board Office has issued a final site plan inspection approval report dated September 25, 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 \$5,949.60; and

**WHEREAS**, the Zoning Board recommends that a cash portion of the performance guarantee in the amount of \$743.70 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 \$5,949.60 to OC Sands LLC.

\_\_\_\_\_  
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, October 8, 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. 26-284

AUTHORIZING THE RELEASE OF PERFORMANCE GUARANTEE FOR A  
CONSTRUCTION PROJECT AT 2040 HAVEN AVENUE,  
BLOCK 2005, LOT(S) 17.02; PROJECT #25-0012iPB

**WHEREAS**, Rancor Properties LLC, has posted performance guarantee for construction of an approved site plan at 2040 Haven Avenue, Block 2005, Lot(s) 17.02 in Ocean City in accordance with Section 25-1600 of Ordinance #88-17, Volume II, also known as application number 25-0012iPB.

**WHEREAS**, this application was submitted for approval to the Planning Board on May 7, 2025; and

**WHEREAS**, the Planning Board Office has issued a final inspection approval report dated September 29, 2026, indicating that the above-mentioned project has been installed in compliance with the approved site plan; and

**WHEREAS**, the Planning Board of the City of Ocean City has recommended the release of the Performance Guarantee in the amount of \$9,798.00; and

**WHEREAS**, the Planning Board recommends that a cash portion of the performance guarantee to be held in cash or a bond or other type of surety approved by the City Solicitor, in the amount of 15% of the allowable improvement costs equating to \$1,222.20 to be posted for a period of two (2) years from the date of the release of the performance guarantee bond; and

**NOW, THEREFORE, BE IT RESOLVED** that the Director of Finance is authorized to release the Performance Guarantee in the amount of \$9,798.00 to Rancor Properties LLC.

\_\_\_\_\_  
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, October 8, 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. 26-285

AUTHORIZING THE RELEASE OF A PERFORMANCE GUARANTEE  
FOR A CONSTRUCTION PROJECT AT 1030 WESLEY AVENUE,  
BLOCK 1003, LOT 17; PROJECT #24-009ZBA

WHEREAS, Thomas and Ardan Shaw has posted a performance guarantee for construction of an approved site plan at 1030 Wesley Avenue, Block 1003; Lot 17 also known as application number 24-009ZBA.

WHERE AS, this application was submitted for approval by the Zoning Board on July 24, 2024; and

WHEREAS, the Zoning Board Office has issued a final site plan inspection approval report dated October 2, 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 \$4,602.00; and

WHEREAS, the Zoning Board recommends that a cash portion of the performance guarantee in the amount of \$575.25 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 \$4,602.00 to Thomas and Ardan Shaw.

\_\_\_\_\_  
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, October 8, 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. 26-286**

**AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE CITY OF OCEAN CITY, NJ AND THE TOWNSHIP OF UPPER, NJ  
FOR THE USE OF UPPER TOWNSHIP'S MUNICIPAL COURT FACILITIES ON A  
TEMPORARY BASIS**

**WHEREAS**, Ocean City is in the process of remodeling and upgrading its Municipal Court facilities in the City's Public Safety Building which may not be completed until or before December 31, 2027, during which period Ocean City will not have the ability to use its own Municipal Court facilities but must be able to conduct Municipal Court; and,

**WHEREAS**, Ocean City previously entered into a Shared Services Agreement with the City of Somers Point pursuant to which Somers Point allowed the Ocean City Municipal Court to utilize its courtroom facilities on a short-term basis; and,

**WHEREAS**, Upper Township has fully functional Municipal Court courtroom facilities including private or break-out spaces which Somers Point cannot provide, and is easily accessible for the Ocean City Police Officers and court personnel who will required to appear; and,

**WHEREAS**, it is anticipated that Somers Point will agree to terminate the Shared Services Agreement with Ocean City; and,

**WHEREAS**, Upper Township has reviewed the proposed schedule for use of its Municipal Court Facilities and has determined that use of its courtroom facilities by Ocean City will not disrupt the required use of its facilities; and

**WHEREAS**, the Ocean City Solicitor, Municipal Court Judge and Court Administrator, and the City Council have reviewed the terms of the proposed Shared Service Agreement; and

**WHEREAS**, the Ocean City Council has determined it is the mutual best interest of Ocean City and Upper Township to enter into the Shared Service Agreement in the form attached hereto; and,

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and the City of Ocean City and the City of Upper Township desire to do same; and,

**WHEREAS**, the provision of municipal court facilities is a service which both Ocean City and Sea Isle City are empowered to provide or receive within their own respective jurisdictions.

**NOW, THEREFORE**, it is hereby Resolved by the City Council of the City of Ocean City, County of Cape May, State of New Jersey as follows:

1. Provided Somers Point agrees to terminate the existing Shared Services Agreement for Ocean City's use of its courtroom facilities, the Mayor or his designee is hereby authorized to execute and deliver the Shared Services Agreement with the City of Upper Township for the use of the Upper Township Municipal Court facilities by the City of Ocean City Municipal Court personnel in the form attached hereto.
2. A copy of the Shared Service Agreement shall be filed with the Division of Local Government Services, Department of Community Affairs, in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-4(b).
3. The Shared Service Agreement shall take effect upon the adoption of appropriate resolutions by both parties thereto, and execution of the agreement by both parties.

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-286

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that it hereby authorizes a Shared Services Agreement with the City of Sea Isle and will accept reimbursement as stated in the attached agreement.

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, October 8, 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 USE OF CITY OF  
UPPER TOWNSHIP COMMITTEE CHAMBERS/COURTROOM  
BY CITY OF OCEAN CITY ON TEMPORARY BASIS**

This Agreement providing for the temporary use by the City of Ocean City, New Jersey of the Committee Chambers/Courtroom of the City of Upper Township, is made as of this \_\_ day of \_\_\_\_, 2026, by and between the Township of Upper, a New Jersey Municipal Corporation, the mailing address for which is 2100 Tuckahoe Road, Woodbine, NJ 08270, (hereinafter “Upper Township”) and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Avenue, Ocean City, NJ 08226, (hereinafter “Ocean City) and the parties state:

WHEREAS, Ocean City’s Municipal Court’s courtroom has historically been located in Ocean City’s Public Safety Building; and,

WHEREAS, Ocean City’s Public Safety Building has been vacated in preparation for its demolition and reconstruction, requiring the Municipal Court to be relocated for the term of the renovation project; and,

WHEREAS, Upper Township is a conveniently located municipality and has exceptional courtroom facilities, including private/break-out rooms; and,

WHEREAS, Upper Township is willing to allow Ocean City’s Municipal Court to utilize its facilities on a temporary basis until Ocean City’s courtroom is ready to be reoccupied; and,

WHEREAS, it is in the mutual interests of the cities of Ocean City and Upper Township to maintain a cooperative relationship and assist each other when possible; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, permits local units to enter into an agreement to provide or receive any service that each local

unit participating in the agreement is empowered to provide or receive within its own jurisdiction, and Upper Township and the City of Ocean City desire to do same; and,

WHEREAS, providing Municipal Court courtroom facilities is a service which Ocean City and Upper Township are each empowered to provide or receive within its own respective jurisdiction;

NOW, THEREFORE, Upper Township and Ocean City hereby agree as follows:

**SECTION 1.**

The above recitals are incorporated herein and made a part hereof.

**SECTION 2.**

- A. Ocean City's Municipal Court Judge, his court staff, the Ocean City Municipal Prosecutor and Public Defender, and such attorneys may be properly before the Court, will have access to the Upper Township Committee Chambers/Courtroom on Tuesdays and Thursdays beginning at 8:30 am and ending no later than 1 pm for sessions of the Ocean City Municipal Court.
- B. From July 1<sup>st</sup> through September 30<sup>th</sup>, Ocean City's Municipal Court Judge, his court staff, the Ocean City Municipal Prosecutor and Public Defender and such attorneys may be properly before the Court, will also have access to the Upper Township Committee Chambers/Courtroom on Tuesdays and Thursdays beginning at 1:30 pm and ending no later than 4:30 pm.
- C. Ocean City's Municipal Court sessions will typically be conducted virtually, via Zoom; however, on occasion, when a live trial is required, Ocean City's Municipal Court staff will schedule a live trial during the hours set forth in Section 2, A and B, above. Live trials may occasionally have to be scheduled on other days between the hours of 8:30

a.m. and 4:30 p.m., in which case the Ocean City Municipal Court session can be held provided it does not conflict with any Upper Township usage of the facility.

- D. When Ocean City's Municipal Court is utilizing the Upper Township facilities, Ocean City's Municipal Court Judge, Court Administrator and Violations Clerk will attend each court session.
- E. The Ocean City Violations Clerk will not accept payments in Upper Township.
- F. Ocean City's Municipal Court Judge and his staff shall have use of the Liberty Court Recording System installed in the Upper Township Committee Chambers/Courtroom utilizing a login created specifically for the Ocean City Municipal Court.
- G. Ocean City's Municipal Court Judge and his staff shall have use of the Polycom jail video system installed in the Upper Township Committee Chambers/Courtroom.
- H. At Ocean City's cost, Ocean City shall have Judiciary computers set up for the use of Ocean City's Municipal Court Judge and his staff, including a monitor with laptop and use of the Judiciary Ethernet.
- I. Upper Township will permit the Ocean City Municipal Court Judge and his staff space in a secured closet to store bench books and other resources used by the Judge during court proceedings;
- J. Ocean City will provide two (2) assigned Ocean City police officers to be in the Upper Township municipal building when court is in session. These officers, or either of them, may be Class 2 SLEO.
- K. The Ocean City Judge, Court Staff and Officers shall remain employees or professional services contractors, as the case may be, and not employees or professional services contractors of Upper Township.

L. Ocean City shall pay Upper Township \$500 for each week it uses the facilities.

M. This Agreement is subject to the approval of the Assignment Judge of the Vicinage I

Superior Court and the Municipal Court Division Manager for Vicinage I.

### **SECTION 3. EFFECTIVE DATE, DURATION OF CONTRACT, AMENDMENT AND TERMINATION**

#### **A. Effective Date**

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

#### **B. Duration**

This Agreement shall remain in effect beginning no sooner than November 1, 2026, and continue through December 31, 2027, unless terminated earlier by Ocean City upon completion of renovations.

#### **C. Amendment**

This Agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Business Administrator of each party and specifies the date the provisions of such amendment shall be effective.

#### **D. Termination**

Either participating municipality may terminate its participation herein by providing sixty (60) days written notice to the other party.

### **SECTION 4. INDEMNIFICATION**

Ocean City shall, indemnify and hold Upper Township, its elected officials, officers, agents and/or employees harmless from any and all suits and actions of every nature and kind which may

be brought for or on account of any injury, death or damage arising or growing out of the acts or omissions of Ocean City, its elected officials, officers and/or its employees under this Agreement.

Upper Township shall, indemnify and hold Ocean City, its elected officials, officers, agents and/or employees harmless from any and all suits and actions of every nature and kind which may be brought for or on account of any injury, death or damage arising or growing out of the acts or omissions of Upper Township, its elected officials, officers and/or its employees under this Agreement.

#### **SECTION 5. CONSTRUCTION OF THIS AGREEMENT; VENUE**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey. The Parties agree that any litigation which may ensue shall be instituted in the Superior Court of the State of New Jersey venued in Cape May County.

#### **SECTION 6. DISPUTE RESOLUTION**

The parties agree to work as partners in effecting the purposes of this agreement. To that end, the parties shall confer quarter-annually, or more frequently upon the request of one party to the other, in an effort to address unanticipated issues in a mutually satisfactory manner. The parties shall attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

#### **SECTION 7. SEVERABILITY**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, section or part thereof directly involved in the controversy in which such judgment shall have rendered.

**SECTION 8. NOTICES**

A. Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party’s respective City Clerks, with copy to the party’s respective City Solicitors, at the following addresses:

**City of Ocean City:**

Clerk, City of Ocean City  
861 Asbury Avenue  
Ocean City, NJ 08226  
  
Dorothy McCrosson, Esq.  
Solicitor, City of Ocean City  
200 Asbury Ave.  
Ocean City, NJ 08226

**City of Upper Township City:**

Clerk, Upper Township  
2100 Tuckahoe Road  
Upper Township, NJ 08223  
  
John Amenhauser, Esq.  
Solicitor, Upper Township  
3200 Pacific Avenue  
Wildwood, NJ 08260

**SIGNATURES:**

**The City of Ocean City**

\_\_\_\_\_  
Melissa Rasner, RMC  
City Clerk

\_\_\_\_\_  
Jay A. Gillian, Mayor

**The City of Upper Township**

\_\_\_\_\_  
Joanne R. Herron, RMC, CMR  
Township Clerk

\_\_\_\_\_  
Curtis T. Corson, Jr., Mayor

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-287

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 September 22, 2026 to October 5, 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 – 09.21.26 TO 10.05.26.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, October 8, 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<br>Rcvd Batch Id Range: First to Last |          | Open: N<br>Void: N<br>Paid: N<br>Held: Y<br>Aprv: N<br>Rcvd: Y |                               | Bid: Y<br>State: Y<br>Other: Y<br>Exempt: Y | P.O. Type: All<br>Include Project Line Yes<br>Items:<br>Format: Condensed<br>Include Non-Budgeted: Y<br>Vendors: All |             |         |
| Po #                                                       | Po Date  | Vendor                                                         | Po Description                | Status                                      | Amount                                                                                                               | Void Amount | Po Type |
| 25-00630                                                   | 03/05/25 | SOUTHSTA SOUTH STATE, INC.                                     | RESOLUTION #25-61-287         | Open                                        | \$409,976.26                                                                                                         | \$0.00      | B       |
| 25-02215                                                   | 08/26/25 | TRIAD TRIAD ASSOCIATES                                         |                               | Open                                        | \$2,362.50                                                                                                           | \$0.00      |         |
| 25-02583                                                   | 09/24/25 | WITMER WITMER PUBLIC SAFTEY GROU                               | Res 25-61-234                 | Open                                        | \$2,575.89                                                                                                           | \$0.00      |         |
| 26-00072                                                   | 01/15/26 | ACJIT ATLANTIC CITY JITNEY ASSN.                               |                               | Open                                        | \$8,540.00                                                                                                           | \$0.00      |         |
| 26-00073                                                   | 01/15/26 | JUSTR JUST RIGHT TV PRODUCTIONS I                              | RESOLUTION #25-62-408         | Open                                        | \$120.00                                                                                                             | \$0.00      |         |
| 26-00075                                                   | 01/15/26 | LACASCOF LACAS COFFEE COMPANY, LLC                             |                               | Open                                        | \$584.50                                                                                                             | \$0.00      |         |
| 26-00080                                                   | 01/15/26 | RESTTECH RESTAURANT TECHNOLOGIES I                             |                               | Open                                        | \$1,660.04                                                                                                           | \$0.00      |         |
| 26-00111                                                   | 01/21/26 | SCHEULE SCHEULE PLANNING SOLUTION 2026                         | PLANNING BOARD - PLANNER      | Open                                        | \$1,200.00                                                                                                           | \$0.00      |         |
| 26-00146                                                   | 01/21/26 | RPM LAND RPM LANDSCAPE CONTRACTOF                              | RESOLUTION #25-61-280         | Open                                        | \$20,858.96                                                                                                          | \$0.00      |         |
| 26-00148                                                   | 01/21/26 | SCHID SCHINDLER ELEVATOR CORPOF                                | RESOLUTION #26-17             | Open                                        | \$2,203.28                                                                                                           | \$0.00      |         |
| 26-00225                                                   | 01/29/26 | CANONSOLCANON USA, INC                                         | MAINT. PLAN FOR 3000 OCE      | Open                                        | \$203.02                                                                                                             | \$0.00      | B       |
| 26-00415                                                   | 02/12/26 | ENGDM ENGINEERING DESIGN ASSOCI/                               | 2026 EDA ZB PROFESSIONAL      | Open                                        | \$2,578.75                                                                                                           | \$0.00      |         |
| 26-00416                                                   | 02/12/26 | MANOSLLC MANOS LAW FIRM LLC                                    | 2026 ZB SOLICITOR MANOS       | Open                                        | \$1,250.00                                                                                                           | \$0.00      |         |
| 26-00454                                                   | 02/19/26 | SOMERSPOCCITY OF SOMERS POINT                                  |                               | Open                                        | \$2,500.00                                                                                                           | \$0.00      |         |
| 26-00473                                                   | 02/26/26 | ARCHERPUARCHER PUBLIC AFFAIRS, LLC                             |                               | Open                                        | \$3,650.00                                                                                                           | \$0.00      |         |
| 26-00573                                                   | 03/19/26 | 500 B 500 BAY CONDOMINIUM ASSN.                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$5,349.67                                                                                                           | \$0.00      |         |
| 26-00574                                                   | 03/19/26 | 701ASBUR 701 ASBURY AVENUE CONDO AS                            | 1ST INSTALLMENT FOR 2025      | Open                                        | \$355.62                                                                                                             | \$0.00      |         |
| 26-00577                                                   | 03/19/26 | ATLGA ATLANTIC GARDENS CONDO. AS                               | 1ST INSTALLMENT FOR 2025      | Open                                        | \$3,072.90                                                                                                           | \$0.00      |         |
| 26-00578                                                   | 03/19/26 | BAYTW BAY TWELVE CONDOMINIUM AS                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,832.64                                                                                                           | \$0.00      |         |
| 26-00586                                                   | 03/19/26 | BREAR BREAKERS CONDOMINIUM ASSI                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$3,372.41                                                                                                           | \$0.00      |         |
| 26-00587                                                   | 03/19/26 | BRIDG BRIDGEPORT PLAZA CONDOMIN                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,139.74                                                                                                           | \$0.00      |         |
| 26-00588                                                   | 03/19/26 | BRIGH BRIGHTON PLACE CONDOMINIU                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,991.46                                                                                                           | \$0.00      |         |
| 26-00590                                                   | 03/19/26 | COASA COASTAL COURT CONDOMINIUM                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$777.53                                                                                                             | \$0.00      |         |
| 26-00594                                                   | 03/19/26 | EDGEW EDGEWATER CONDO ASSN.                                    | 1ST INSTALLMENT FOR 2025      | Open                                        | \$688.95                                                                                                             | \$0.00      |         |
| 26-00596                                                   | 03/19/26 | FLAGP FLAGSHIP CONDOMINIUM ASSN                                | 1ST INSTALLMENT FOR 2025      | Open                                        | \$273.37                                                                                                             | \$0.00      |         |
| 26-00598                                                   | 03/19/26 | FOURS FOUR SEASONS CONDOMINIUM                                 | 1ST INSTALLMENT FOR 2025      | Open                                        | \$2,400.68                                                                                                           | \$0.00      |         |
| 26-00599                                                   | 03/19/26 | GARD GARDENS EAST CONDOMINIUM                                  | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,685.41                                                                                                           | \$0.00      |         |
| 26-00601                                                   | 03/19/26 | HARBH HARBOR HOUSE CLUB CONDO                                  | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,745.19                                                                                                           | \$0.00      |         |
| 26-00603                                                   | 03/19/26 | LEGAC LEGACY CONDOMINIUM ASSN.                                 | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,041.74                                                                                                           | \$0.00      |         |
| 26-00605                                                   | 03/19/26 | NORE NOR'EASTER CONDOMINIUM AS                                 | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,359.70                                                                                                           | \$0.00      |         |
| 26-00607                                                   | 03/19/26 | OCEA2 OCEAN AIRE CONDOMINIUM AS:                               | 1ST INSTALLMENT FOR 2025      | Open                                        | \$412.04                                                                                                             | \$0.00      |         |
| 26-00608                                                   | 03/19/26 | OCEAN7 OCEAN 7 CONDOMINIUM                                     | 1ST INSTALLMENT FOR 2025      | Open                                        | \$3,894.54                                                                                                           | \$0.00      |         |
| 26-00614                                                   | 03/19/26 | TIDES OCEAN TIDES CONDO ASSO.                                  | 1ST INSTALLMENT FOR 2025      | Open                                        | \$1,587.01                                                                                                           | \$0.00      |         |
| 26-00617                                                   | 03/19/26 | PLYMC PLYMOUTH COURT CONDO                                     | 1ST INSTALLMENT FOR 2025      | Open                                        | \$19.39                                                                                                              | \$0.00      |         |
| 26-00619                                                   | 03/19/26 | SANDB SANDPEBBLES CONDOMINIUM                                  | 1ST INSTALLMENT FOR 2025      | Open                                        | \$933.23                                                                                                             | \$0.00      |         |
| 26-00627                                                   | 03/19/26 | VILLCOUR VILLAGE COURT CONDO ASSOC                             | 1ST INSTALLMENT FOR 2025      | Open                                        | \$730.98                                                                                                             | \$0.00      |         |
| 26-00722                                                   | 04/16/26 | DEVLN EDMUND F.X. DEVLIN, ESQ.                                 | RESOLUTION #26-84             | Open                                        | \$3,626.06                                                                                                           | \$0.00      |         |
| 26-00747                                                   | 04/24/26 | KUBIA GARY KUBIAK & SON ELECTRIC                               | AIRPORT LIGHTING REPAIRS      | Open                                        | \$2,000.00                                                                                                           | \$0.00      |         |
| 26-00910                                                   | 05/06/26 | NJAM3 NEW JERSEY-AMERICAN WATEF                                | 2026 WATER/SEWER BILL CHARGE: | Open                                        | \$156,338.78                                                                                                         | \$0.00      | B       |
| 26-00935                                                   | 05/12/26 | TELESYST TELESYSTEM                                            | 2026 TELEPHONE SERVICES       | Open                                        | \$12,516.54                                                                                                          | \$0.00      |         |
| 26-01037                                                   | 05/18/26 | TRIAD TRIAD ASSOCIATES                                         | RESOLUTION #25-62-469         | Open                                        | \$10,592.50                                                                                                          | \$0.00      | B       |
| 26-01253                                                   | 06/03/26 | CWAHLLC CARLIN, WARD, ASH & HEIART L                           | Res. 26-83                    | Open                                        | \$940.00                                                                                                             | \$0.00      | B       |
| 26-01407                                                   | 06/16/26 | RIDGWAY RIDGWAY LEGAL LLC                                      | RESOLUTION #26-30             | Open                                        | \$25,650.00                                                                                                          | \$0.00      | B       |
| 26-01509                                                   | 07/07/26 | JERSE JERSEY CAPE DIAGNOSTIC,                                  | RESOLUTION #26-29             | Open                                        | \$3,080.00                                                                                                           | \$0.00      | B       |

| Po #     | Po Date  | Vendor                           | Po Description                                           | Status | Amount       | Void Amount | Po Type |
|----------|----------|----------------------------------|----------------------------------------------------------|--------|--------------|-------------|---------|
| 26-01680 | 07/13/26 | GLDD                             | GREAT LAKES DREDGE & DOCK Sand Stock Piles               | Open   | \$167,770.00 | \$0.00      | B       |
| 26-01691 | 07/16/26 | ECONSULT                         | ECONSULT SOLUTIONS, INC.                                 | Open   | \$23,125.00  | \$0.00      | B       |
| 26-01704 | 07/19/26 | LUMBERMALUMBERMEN ASSOCIATES INC | RESOLUTION #26-205                                       | Open   | \$8,925.00   | \$0.00      | B       |
| 26-01796 | 08/04/26 | BENSHAFF                         | BEN SHAFFER RECREATION INC                               | Open   | \$993.00     | \$0.00      |         |
| 26-01839 | 08/10/26 | LAURE                            | LAUREL LAWNMOWERS SERVIC sourcewell contract 033126      | Open   | \$18,242.99  | \$0.00      |         |
| 26-01873 | 08/19/26 | FIRSS                            | FIRE & SAFETY SERVICES, LTD. Res 24-60-081               | Open   | \$9,994.68   | \$0.00      |         |
| 26-01920 | 08/27/26 | PARAMUSF                         | PARAMUS FORD INC. DBA ALL AI PURCHASE OF 2026 FORD RANGE | Open   | \$38,324.95  | \$0.00      |         |
| 26-01946 | 09/01/26 | MOTOROLAMOTOROLA SOLUTIONS C/O   | RESOLUTION #26-17                                        | Open   | \$16,416.00  | \$0.00      |         |
| 26-01953 | 09/02/26 | 01INFINI                         | INFINITY TITLE AGENCY TAX OVERPAYMENT REFUND#2026        | Open   | \$1,974.01   | \$0.00      |         |
| 26-01958 | 09/05/26 | LETSPART                         | LET'S PARTY PAINTERS                                     | Open   | \$3,185.00   | \$0.00      |         |
| 26-02021 | 09/10/26 | SPORTSFI                         | SPORTSFIELD SPECIALTIES                                  | Open   | \$3,583.00   | \$0.00      |         |
| 26-02049 | 09/11/26 | DUO-S                            | DUO-SAFETY LADDER CORPOR.                                | Open   | \$273.93     | \$0.00      |         |
| 26-02051 | 09/11/26 | TUCKA                            | TUCKAHOE TURF FARMS, INC.                                | Open   | \$4,800.00   | \$0.00      |         |
| 26-02524 | 09/17/26 | KUBIA                            | GARY KUBIAK & SON ELECTRIC AP PAPI/OBSTR. LIGHT SERVICED | Open   | \$351.47     | \$0.00      |         |
| 26-02527 | 09/18/26 | 01KAPLAN                         | KAPLAN, SCOTT D & CHRISTINE TAX OVERPAYMENT REFUND#2026  | Open   | \$1,375.06   | \$0.00      |         |
| 26-02528 | 09/18/26 | 01GRANDE                         | GRANDE, ROBERT J & PATRICIA TAX OVERPAYMENT REFUND#2026  | Open   | \$1,691.88   | \$0.00      |         |
| 26-02544 | 09/22/26 | WATSO                            | WATSON'S REGENCY CONDO AS                                | Open   | \$7,498.00   | \$0.00      |         |
| 26-02545 | 09/22/26 | PIER4                            | PIER 4, L.L.C.                                           | Open   | \$644.76     | \$0.00      |         |
| 26-02546 | 09/22/26 | VSCHUH                           | VERA SCHUH                                               | Open   | \$200.00     | \$0.00      |         |
| 26-02547 | 09/22/26 | HHALLIDA                         | HARLOW HALLIDAY                                          | Open   | \$650.00     | \$0.00      |         |
| 26-02548 | 09/22/26 | AMSITH                           | AMY SMITH                                                | Open   | \$60.00      | \$0.00      |         |
| 26-02549 | 09/22/26 | BEESLEY                          | BEESLEY'S POINT SEA DOO, INC                             | Open   | \$3,991.97   | \$0.00      |         |
| 26-02551 | 09/22/26 | ABELLA                           | ABELLA SALON & SPA                                       | Open   | \$900.00     | \$0.00      |         |
| 26-02552 | 09/22/26 | KTROSTER                         | KRISTIAN TROSTER                                         | Open   | \$240.00     | \$0.00      |         |
| 26-02561 | 09/22/26 | BEESLEY                          | BEESLEY'S POINT SEA DOO, INC invoice 22419               | Open   | \$422.66     | \$0.00      |         |
| 26-02562 | 09/22/26 | BEESLEY                          | BEESLEY'S POINT SEA DOO, INC Invoice 22418               | Open   | \$903.41     | \$0.00      |         |
| 26-02563 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02564 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$339.45     | \$0.00      |         |
| 26-02565 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02566 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02567 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02568 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02569 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$213.45     | \$0.00      |         |
| 26-02570 | 09/22/26 | BISCA                            | BISCAYNE SUITES CONDO. ASSI                              | Open   | \$223.95     | \$0.00      |         |
| 26-02571 | 09/22/26 | WAVE                             | WAVE ONE SPORTS                                          | Open   | \$1,923.00   | \$0.00      |         |
| 26-02572 | 09/22/26 | COPIE                            | COPIERS PLUS, INC.                                       | Open   | \$499.00     | \$0.00      |         |
| 26-02573 | 09/22/26 | COOC                             | CITY OF OCEAN CITY CHANGE F                              | Open   | \$315.00     | \$0.00      |         |
| 26-02574 | 09/22/26 | TOMDOLANTOM DOLAN                |                                                          | Open   | \$348.00     | \$0.00      |         |
| 26-02575 | 09/22/26 | STVP                             | SERIOUSLY TOTAL VIDEO PROD                               | Open   | \$500.00     | \$0.00      |         |
| 26-02577 | 09/22/26 | WEAKLEYR                         | ROBERT WEAKLEY ARBITRATION HEARINGS 6-10-26              | Open   | \$3,061.00   | \$0.00      |         |
| 26-02578 | 09/22/26 | INSTITUT                         | INSTITUTE FOR FORENSIC                                   | Open   | \$3,000.00   | \$0.00      |         |
| 26-02580 | 09/22/26 | QAR                              | QUALITY ASSET RECOVERY, LLC                              | Open   | \$79.78      | \$0.00      |         |
| 26-02582 | 09/24/26 | CM3BUILD                         | CM3 BUILDING SOLUTIONS, INC RESOLUTION #26-14            | Open   | \$11,497.40  | \$0.00      |         |
| 26-02585 | 09/24/26 | SPGLOBAL                         | S & P GLOBAL RATINGS BOND SALE 2026                      | Open   | \$37,572.00  | \$0.00      |         |
| 26-02588 | 09/25/26 | BAYVL                            | BAYVILLAGE CONDOMINIUM AS: 1ST INSTALLMENT FOR 2025      | Open   | \$4,864.00   | \$0.00      |         |
| 26-02589 | 09/25/26 | DOCKS                            | DOCKSIDE VILLAGE CONDO AS: 1ST INSTALLMENT FOR 2025      | Open   | \$2,602.09   | \$0.00      |         |
| 26-02591 | 09/28/26 | LEXINGTO                         | LEXINGTON INSURANCE COMP                                 | Open   | \$3,714.50   | \$0.00      |         |
| 26-02592 | 09/28/26 | ACCURATE                         | ACCURATE LANGUAGE SERVICE                                | Open   | \$390.00     | \$0.00      |         |

| Po #     | Po Date  | Vendor   | Po Description              | Status                    | Amount | Void Amount | Po Type |
|----------|----------|----------|-----------------------------|---------------------------|--------|-------------|---------|
| 26-02594 | 09/28/26 | DONATO   | FRANK DONATO III            | REIMBURSEMENT             | Open   | \$30.00     | \$0.00  |
| 26-02595 | 09/29/26 | SUNNYISL | SUNNY ISLAND CONDOMINUM     | 1ST INSTALLMENT FOR 2025  | Open   | \$1,569.49  | \$0.00  |
| 26-02596 | 09/29/26 | SANTN    | SANTA BARBARA NORTH COND    | 1ST INSTALLMENT FOR 2023  | Open   | \$3,859.74  | \$0.00  |
| 26-02597 | 09/30/26 | KD PRODU | KD PRODUCTIONS & EVENTS     |                           | Open   | \$4,236.25  | \$0.00  |
| 26-02598 | 09/30/26 | BOYAR    | BOYAR'S MARKET, INC         |                           | Open   | \$91.08     | \$0.00  |
| 26-02599 | 09/30/26 | RBEAVERS | REBECCA BEAVERS             |                           | Open   | \$101.27    | \$0.00  |
| 26-02602 | 09/30/26 | STPETERS | ST PETERS UMC               |                           | Open   | \$150.00    | \$0.00  |
| 26-02603 | 09/30/26 | OCAIR    | CITY OF OCEAN CITY AIRPORT  |                           | Open   | \$2,100.00  | \$0.00  |
| 26-02604 | 09/30/26 | FLIGHTLE | FLIGHTLEVEL-AVIATION CAPE   |                           | Open   | \$540.00    | \$0.00  |
| 26-02605 | 09/30/26 | OVES     | OVES BEACH GRILL            |                           | Open   | \$632.60    | \$0.00  |
| 26-02606 | 09/30/26 | COPIE    | COPIERS PLUS, INC.          |                           | Open   | \$230.00    | \$0.00  |
| 26-02607 | 09/30/26 | GLOUC    | GLOUCESTER COUNTY POLICE    |                           | Open   | \$225.00    | \$0.00  |
| 26-02608 | 09/30/26 | NKLEVINS | NICHOLAS KLEVINSKY          |                           | Open   | \$29.98     | \$0.00  |
| 26-02609 | 09/30/26 | KOLMERJA | JACQUELINE KOLMER           |                           | Open   | \$325.00    | \$0.00  |
| 26-02610 | 09/30/26 | KOLINSSI | SIENA KOLINS                |                           | Open   | \$100.00    | \$0.00  |
| 26-02611 | 09/30/26 | MAZZASOP | SOPHIA MAZZA                |                           | Open   | \$400.00    | \$0.00  |
| 26-02612 | 09/30/26 | SYKESISL | ISLA SYKES                  |                           | Open   | \$150.00    | \$0.00  |
| 26-02613 | 09/30/26 | VOGTADRI | ADRIANNA VOGT               |                           | Open   | \$50.00     | \$0.00  |
| 26-02614 | 09/30/26 | KONYAKBR | BRUCE KONYAK                |                           | Open   | \$202.50    | \$0.00  |
| 26-02615 | 09/30/26 | NICOLETE | ELIZABETH NICOLETTI         |                           | Open   | \$360.00    | \$0.00  |
| 26-02617 | 09/30/26 | NKLEVINS | NICHOLAS KLEVINSKY          |                           | Open   | \$84.66     | \$0.00  |
| 26-02618 | 09/30/26 | MCBRIDEJ | JOHN MCBRIDE                |                           | Open   | \$400.00    | \$0.00  |
| 26-02620 | 09/30/26 | WEMAKEIT | WE MAKE IT PERSONAL         |                           | Open   | \$1,411.20  | \$0.00  |
| 26-02621 | 09/30/26 | PIER4    | PIER 4, L.L.C.              |                           | Open   | \$365.04    | \$0.00  |
| 26-02622 | 09/30/26 | PATTERTH | THOMAS PATTERSON            |                           | Open   | \$89,738.40 | \$0.00  |
| 26-02623 | 09/30/26 | PHOENIXA | PHOENIX ADVISORS, LLC       | MUNICIPAL ADVISOR SERVICE | Open   | \$32,000.00 | \$0.00  |
| 26-02625 | 09/30/26 | SEAHA    | SEAHAWKS SWIM TEAM          |                           | Open   | \$1,112.00  | \$0.00  |
| 26-02626 | 09/30/26 | VILLASFI | VILLAS VOLUNTEER FIRE COMP  |                           | Open   | \$675.00    | \$0.00  |
| 26-02628 | 09/30/26 | BECKERAG | GATHA BECKER                |                           | Open   | \$284.66    | \$0.00  |
| 26-02630 | 09/30/26 | ONTHEWAY | ON THE WAY CAFE - FOOD TRUC |                           | Open   | \$775.00    | \$0.00  |
| 26-02643 | 10/05/26 | MCELWEE  | MCELWEE & QUINN, LLC        |                           | Open   | \$2,000.00  | \$0.00  |
| 26-02646 | 10/05/26 | RUDERM   | RUDERMAN, ROTH & DIPISA, LL | RESOLUTION #26-85         | Open   | \$5,982.00  | \$0.00  |

|                        |     |                        |   |                    |                |                    |        |
|------------------------|-----|------------------------|---|--------------------|----------------|--------------------|--------|
| Total Purchase Orders: | 124 | Total P.O. Line Items: | 0 | Total List Amount: | \$1,248,681.29 | 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 |
|                     | 6-01        | \$361,661.57   | \$0.00      | \$361,661.57   | \$79.78       | \$0.00    | \$0.00        |
|                     | 6-12        | \$0.00         | \$0.00      | \$0.00         | \$0.00        | \$0.00    | \$4,928.75    |
|                     | 6-13        | \$23,125.00    | \$0.00      | \$23,125.00    | \$0.00        | \$0.00    | \$0.00        |
|                     | Year Total: | \$384,786.57   | \$0.00      | \$384,786.57   | \$79.78       | \$0.00    | \$4,928.75    |
|                     | C-04        | \$737,386.09   | \$0.00      | \$737,386.09   | \$0.00        | \$0.00    | \$0.00        |
|                     | G-02        | \$100,330.90   | \$0.00      | \$100,330.90   | \$0.00        | \$0.00    | \$0.00        |
|                     | T-12        | \$21,169.20    | \$0.00      | \$21,169.20    | \$0.00        | \$0.00    | \$0.00        |
| Total Of All Funds: |             | \$1,243,672.76 | \$0.00      | \$1,243,672.76 | \$79.78       | \$0.00    | \$4,928.75    |

| Project Description           | Project No. | Rcvd Total |
|-------------------------------|-------------|------------|
| 728 ASBURY AVENUE             | 23-0171PBA  | \$200.00   |
| 800 BRIDGE BLVD               | 24-017ZBA   | \$168.75   |
| 1402 PLEASURE AVENUE          | 24-027ZBA   | \$155.00   |
| 304 SEABRIGHT ROAD            | 26-004ZBA   | \$72.50    |
| 141-47 HAVEN AVENUE           | 26-005ZBA   | \$135.00   |
| 3400-02 WEST AVENUE           | 26-006PBA   | \$200.00   |
| 316 E INLET ROAD              | 26-006ZBA   | \$511.25   |
| 3300-02 & 3304-06 SIMPSON AVE | 26-007ZBA   | \$250.00   |
| 629 ASBURY AVENUE             | 26-009PBA   | \$160.00   |
| 952 BOARDWALK                 | 26-010PBA   | \$160.00   |
| 3829-31 CENTRAL AVENUE        | 26-011ZBA   | \$342.50   |
| 801 WESLEY AVENUE             | 26-012PBA   | \$160.00   |
| 8 E DUNDEE ROAD               | 26-012ZBA   | \$236.25   |
| 1332 BOARDWALK                | 26-013PBA   | \$80.00    |
| 254 BAY ROAD                  | 26-013ZBA   | \$650.00   |
| 756 ASBURY AVENUE             | 26-014PBA   | \$240.00   |
| 1914 GLENWOOD DRIVE           | 26-014ZBA   | \$387.50   |
| 413 30TH STREET               | 26-015ZBA   | \$150.00   |
| 45 E STATION ROAD             | 26-016ZBA   | \$670.00   |
| Total Of All Projects:        |             | \$4,928.75 |

CITY OF OCEAN CITY  
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

No. 26-288

AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF  
DISCUSSING PERSONNEL MATTERS (Zoning Board of Adjustment Interviews)

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, there is a vacancy on the Zoning Board of Adjustment; and,

WHEREAS, Section 25-800.1 of the Revised General Ordinances of the City of Ocean City, 1985, as amended, governs the procedure by which City Council shall fill a vacancy on the city's Zoning Board of Adjustment; and,

WHEREAS, Section 25-800.1 provides that when a vacancy on the Zoning Board of Adjustment arises, the Chairman shall notify the City Clerk and the City Clerk shall notify City Council of the vacancy. Notice soliciting qualified residents wishing to apply for the vacant position and providing the form of application shall be publicly advertised on the city's website for a period of 30 days before the deadline to submit written application to fill the vacancy; and,

WHEREAS, Section 25-800.1 further provides that applicants for a position on the Board of Adjustment shall be interviewed by City Council in Closed Session and selected by a majority vote of City Council members during a public meeting of City Council. Applicants who were previously interviewed by City Council but were not thereafter appointed to the Board may be appointed by a majority vote of City Council members without a second interview. Notwithstanding the foregoing, City Council may re-appoint a member of the Zoning Board of Adjustment whose term of appointment is ending or has ended without publicly advertising for applicants and without interviewing the member; and,

WHEREAS, City Council is ready to conduct interviews of applicants wishing to fill the vacancy on the Zoning Board of Adjustment and wishes to convene a Closed Session for that sole purpose.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to N.J.S.A. 10:4-12(b)(8) and in furtherance of Section 25-800.1 of the Revised General Ordinances of the City of Ocean City, 1985, as amended, the City Council shall enter Closed Session solely to conduct interviews of applicants for appointment to vacant seat(s) on the Zoning Board of Adjustment, who are prospective public officers. Council deliberations regarding the applicants and any vote to appoint applicants shall occur in public session.

BE IT FURTHER RESOLVED that closed session minutes concerning the interviews shall be made available to the public promptly following the appointees' assumption of office, except to the extent continued confidentiality is authorized by law.

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, October 8, 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. 26-289

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.)

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 Pubic Meetings Act at N.J.S.A. 10:4-12 (b), which includes matters involving pending litigation in which the City and/or City Council is 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”).

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 status and legal strategy considerations.
- 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 any other matter 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 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 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 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, October 8, 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