

**CITY OF SEA ISLE CITY
NEW JERSEY**

**REGULAR MEETING – JULY 28, 2026 – 10:00 AM
COUNCIL CHAMBERS – 3RD FLOOR - CITY HALL - 233 JFK BOULEVARD**

A G E N D A

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

APPROVAL OF MINUTES

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

REPORTS–MAYOR & ADMINISTRATION - Discussion on 46th Street Pump Station Outfall

REPORTS - COUNCIL MEMBERS

CITIZEN COMMENT ~ Resolution on Consent Agenda

RESOLUTION – Consent Agenda:

- 107 Approval of Vouchers**
- 108 Resolution Authorizing A Shared Services Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services**
- 109 Extending Third Quarter Taxes Grace Period to August 25, 2026**
- 110 Re-Appointing and Appointing Members to the Zoning Board of Adjustments**
- 111 Designating the Fire Department's 2008 Spartan Pumper and 2015 Chevrolet Tahoe as Surplus Property and Authorizing Their Trade In for a 2026 GMC Sierra (Blaze Emergency Equipment, City to receive GMC Sierra plus \$3,862.96)**
- 112 Authorizing a National Co Op Contract for Security Cameras at City Hall, the Welcome Center, and the EMS Building (Everon, \$175,505.00)**
- 113 Authorizing a State Contract for a Police Department Chevrolet Tahoe (Gentilini Chevrolet, \$82,499.15)**

PENDING BUSINESS

NEW BUSINESS

CITIZEN COMMENT

ADJOURNMENT

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 107 2026

WHEREAS, N.J.S.A. 40A:5-17 provides for the approval of claims in manner provides by ordinance; and

WHEREAS, the City Council of Sea Isle City duly enacted Ordinances which provide a method for approval of claims, recordation thereof, and the payment of such claims by the City of Sea Isle City; and:

WHEREAS, The City Council have reviewed and considered invoices as follows:

PREVIOUS PAID BILLS:

SEA ISLE CITY PAYROLL	804,995.60
POLICE & FIRE MAN PENSION	3,230.61
TREASURER STATE OF NJ	50.00

<u>VENDOR</u>	<u>AMOUNT</u>
ACE PLUMBING	1,234.97
AMERICAN RED CROSS	2,262.00
ATLANTIC CITY ELECTRIC	28,456.43
ATLANTICARE PHYSICIAN GROUP	35.00
ADVANTAGE RENTAL & SALES	17.08
ALLEGRA MARKETING & PRINT	315.00
AT & T MOBILITY	530.96
AED BRANDS	2,915.80
ACCURATE LANGUAGE SERVICES	150.00
AUTOZONE PARTS	111.38
ALS GROUP	1,070.00
BARCO PRODUCTS COMPANY	10,916.32
BOCK FREDERICK	400.00
BILLOWS ELECTIC	984.66
BADGER METER	469.80
HORIZON BCBS	314,045.46
BOUND TREE	828.20
BRAVEN HEALTH	38,917.08
BUSINESS SOLVER	358.16
BERGEY'S TRUCK CENTER	208,605.22
CINTAS	524.25
COMCAST	710.59
CMC MUA	50,789.77
COMPUTER ACCESS SYSTEMS	786.30
CAPRIONIS PORTABLE TOILETS	3,092.00
CDW-R	4,929.79

CENTRAL JERSEY EQUIPMENT	870.20
CORE & MAIN	16,915.00
COLLIERS ENGINEERING	115,747.41
CAPE REGIONAL URGENT CARE	1,170.00
CHV EGG HARBOR INC	231.85
CONFIRS FIRE PROTECTION	1,354.20
CAPE MAY DRONES	12,500.00
DYNAMIC ADVERTISING SOLUTIONS	323.88
DASH MEDICAL SUPPLY	750.00
ERCO CEILINGS	780.65
ELAVON INC	103.83
EVERON	201,101.73
10- S TENNIS SUPPLY	20,670.75
FOLEY INCORPORATED	40.00
FREEDOM AND GLORY	6,977.66
GANN LAW BOOKS	142.00
GARDNER TRUE VALUE	797.05
GENTLINI FORD	628.13
GARREFFI ANTHONY	1,232.82
GRAINGER	3,155.88
GLOBAL INDUSTRIAL	738.71
GARRETT & BATASTINI	1,333.34
GOVPILOT	20,160.00
HUNTER PETERBILT	1,211.53
HOPPING SKIP	1,090.00
HUNTER TECHNOLOGIES	87.50
HUGHES ANTHONY	200.00
INGURM GREGORY	650.00
JERSEY TWIST	40.00
JACKSON CAROLYN	600.00
KANE, CHRIS	1,160.00
KYOCERA	1,139.68
LAWSON PRODUCTS	440.33
LET'S PARTY EVENTS	3,630.00
LUSTENBERGER CONNOR	570.00
MARINE RESCUE PRODUCTS	1,845.00
MASTER WIRE MANUFACTURING INC	22,900.00
NJ MOTOR VEHICLE COMMISSION	180.00
MARSH & MCLENNAN	2,604.00
MOL, MICHAEL	315.00
MARMORA HARDWARE	15.18
MARLEE CONTRACTORS	11,864.12
MAJESTIC OIL	9,958.76
MASERGY COMMUNICATIONS	2,509.67
MEADOWS TIMOTHY	400.00
NJ STATE ASSOC OF CHIEFS PD	1,960.00
NAPA AUTO PARTS	139.45
NOVASAK BROS TURF FARMS	100.00
ORIENTAL TRADING	98.07
PLANT SERVICE	150.00
PRIVATE ISLAND EMBROIDERY	1,932.00
PICTURE PERFECT TRANSPORT	999.00
PROFESSIONAL CLEANING	5,330.66
RIGGINS	7,737.08

RILEIGHS OUTDOOR DÉCOR	6,258.42
RALPH VE	281.18
RON'S LOCKSMITH SERVICE	248.00
RUIZ WILLIAM	100.00
SNAP ON INDUSTRIAL	9.67
SURRANS	563.12
SPARK ELECTRIC	330.52
SWANK MOTION PICTURES	1,500.00
SEASHORE ASPHALT CORPORATION	154.07
STAPLES BUSINESS ADVANTAGE	53.06
SERVICE TIRE TRUCK CENTER	603.75
STATE OF NJ DEPT OF LABOT	2,096.56
SACCOCCIA RICH	650.00
SITEONE	1,924.04
SPLASHTOP	943.49
THOMSON RUTERS	3,496.00
UNITED STATES POSTAL SERVICE	10,000.00
VAL U AUTO	1,127.84
VINELAND AUTO ELECTRIC	1,792.21
VERIZON	3,745.32
WESTERN TERMITE & PEST CONTROL	856.27
W.B. MASON	366.95
WIRELESS ELECTRONICS	88.75

2,008,503.77

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, NJ as follows:

1. All of those invoices as set forth above (with the exception of those items containing a line drawn through them and relisted to paragraph 2 below) are hereby approved. The Municipal Clerk is hereby authorized (as per section 6 of Ordinance 716) to indicate said approval on each invoice and to record same in the official minutes.
2. All of the following invoices are disapproved by this Council:

VENDOR AMOUNT:

The Municipal Clerk is hereby directed to appropriately record the disapproval of the invoices noted in this paragraph in the official minutes.

3. All of those invoices listed in the recital as set forth above containing the initials of not more than one council Person immediately to the left of each line shall be deemed approved (as per paragraph number one above) by a majority vote of the remaining Council members. Those invoices listed in the recital as set forth above containing a line drawn through the vendor's name and amount and relisted in paragraph 2 shall be deemed a rejection of said invoices and shall not be paid.

Recorded Vote:

Micheal Jargowsky , Council President

Council	Yes	No	Abstain	Absent	Moved	Second
Edwardi						
Jargowsky						
Ciseck						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 28, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 108 (2026)

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

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

WHEREAS, the City of Sea Isle City has utilized and desires to continue to utilize the services of the CMCMUA's System; and,

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Sea Isle City

County of Cape May, and State of New Jersey, that the City of Sea Isle City shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2027, in the form to be maintained on file in the office of the City of Sea Isle City Clerk, and that the appropriate City of Sea Isle City officials are hereby authorized and directed to execute said Agreement.

Michael Jargowsky, Council President

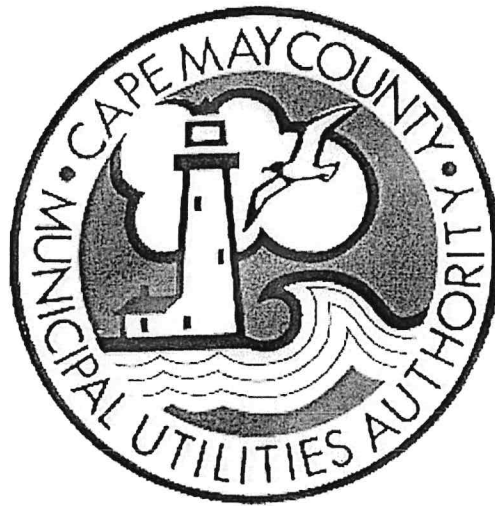
Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 28, 2026.

Shannon D. Romano, Municipal Clerk

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



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

CITY OF SEA ISLE CITY

Effective

January 1, 2027

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

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

WITNESSETH:

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

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

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

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

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

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

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

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

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

Article II. Commencement and Term

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

Article III. Municipality Responsibilities

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

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

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

Article IV. CMCMUA Responsibilities

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

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

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

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

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

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

Article VI. Solid Waste Disposal Rates^{41,42,43, 44}

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

⁴¹ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

⁴² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

⁴³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

⁴⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

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

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

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

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ⁴⁵.

⁴⁵ The CMCMUA will utilize all such supplemental funding which it receives, **if any**, for the purpose of debt reduction over a multi-year period to ensure rate stability.

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

Article VII. Single Stream Recyclable Material Disposal Rates

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

Article VIII. Billing and Payments

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

Article IX. Single Stream Recyclable Material Reports

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

Article X. Technical and Educational Assistance

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

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

Article XI. Ordinances

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

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

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

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

Article XIII. Licensing of Transporters

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

Article XIV. Monitoring of Solid Waste Disposal Activities

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

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

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

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

Article XV. Failure of the Municipality to Perform

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

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

Article XVI. Failure of the CMCMUA to Perform

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

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

Article XVII. Disputes

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

Article XVIII. Force Majeure

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

Article XIX. Excusable Termination of Agreement

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

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

Article XX. Penalty

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

Article XXI. Governing Law

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

Article XXII. Severability

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

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

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

Article XXIV. Notices

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

In the Case of the CMCMUA:

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

In the case of the Municipality addressed to:

Mayor Leonard C. Desiderio
City of Sea Isle City
233 John F. Kennedy Blvd.
Sea Isle City, NJ 08243

Article XXV. Successor Agreement

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

Article XXVI. Entire Agreement

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

Article XXVII. Favored Municipality Status

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

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASSISTANT SECRETARY

DATE

CITY OF SEA ISLE CITY

ATTEST:

MUNICIPAL CLERK

DATE

EXHIBIT "A"

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

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

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

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

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

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

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

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

**CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 109 (2026)**

**EXTENDING THIRD QUARTER TAXES
GRACE PERIOD TO AUGUST 25 , 2026**

WHEREAS, the Cape May County Board of Taxation has not certified the tax rate; and

WHEREAS, the Tax Collector cannot direct the printing of the bills until after the receipt of the tax rate; and

WHEREAS, as a result of the aforesaid delay, the City of Sea Isle City Tax Collector will be delayed in mailing to the City of Sea Isle City taxpayers the 2026 Final / 2027 Preliminary tax bills; and

WHEREAS, the delay of the aforesaid tax bills may delay the City of Sea Isle City taxpayers from making their third quarter 2026 tax payments to the City of Sea Isle City through no fault of theirs; and

BE IT RESOLVED, by the City of Sea Isle City Council, as follows:

1. The due date for the third quarter 2026 tax payment to the City of Sea Isle City for real property taxes shall remain as August 1st, 2026.
2. The due date for the fourth quarter 2026 tax payment to the City of Sea Isle City for real property taxes shall remain as November 1st, 2026.
3. The grace period for the payment of the third quarter 2026 real estate taxes is hereby fixed to be from August 1st, 2026, through August 25th, 2026, or 25 days from mailing of tax bills, whichever is later. In the event that the said third quarter tax payment is not received on or before August 25th, 2026, interest on the said payment shall be calculated from August 1st, 2026, pursuant to C72 of P.L. 1994 and the relevant ordinances and resolution of the City of Sea Isle City until the date of actual payment.
4. The penalties established in the Council's Resolution No 234. for the late payment of taxes shall be applicable to the above extended date subject only to the modification set forth herein.
5. There shall be no change to the grace period for the payment of the fourth quarter 2026 real estate taxes, which shall continue to expire on November 10th, 2026.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Michael Jargowsky, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Edwardi						
Ciseck						
Kehner						
Tighe						
Jargowsky						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 28 ,2026.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 110 (2026)**

**RE-APPOINTING AND APPOINTING MEMBERS TO THE
ZONING BOARD OF ADJUSTMENTS**

WHEREAS, as a result of a resignation, appointments to the Zoning Board of Adjustments need to be made, and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Sea Isle City, County of Cape May, State of New Jersey appoints the following individuals with the designated terms to the Zoning Board of Adjustments.

<u>NAME</u>	<u>TERM EXPIRATION DATE</u>
Richard Browne	Filling unexpired term through 12-31-2028
Nicholas Screnci Alt. I	Filling unexpired term through 12-31-2029
Harry Tregear, Alt II	Filling unexpired term through 12-31-2029

BE IT RESOLVED, that a copy of this Resolution be forwarded to the Secretary of the Zoning Board.

Michael Jargowsky, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Edwardi						
Ciseck						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, July 28, 2025.

Shannon Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 111 (2026)

**DESIGNATING THE FIRE DEPARTMENT'S 2008 SPARTAN PUMPER AND 2015
CHEVROLET TAHOE AS SURPLUS PROPERTY AND AUTHORIZING THEIR
TRADE IN FOR A NEW 2026 GMC SIERRA**

WHEREAS, the Fire Department no longer needs the 2008 Spartan Pumper (vin #4S7HT2B938C064771) or 2015 Chevrolet Tahoe (vin #1GNSK3EC0FR692635) for public use and may trade it in pursuant to N.J.S.A. 40A:11-36(7); and

WHEREAS, Blaze Emergency Equipment, 715 Old Shore Road, Forked River, NJ 08731 has offered a new 2026 GMC Sierra customized and equipped as an Emergency Command Unit plus a balance to the City of \$3,862.96; and

WHEREAS, the balance shall be used as a Loose Equipment Allowance and may be applied toward loose equipment requested by the Fire Department and/or approved change orders or modifications requested during the construction of the Emergency Command Unit; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City officials may sign, amend and/or revoke formal written contracts; and

BE IT FURTHER RESOLVED that the vehicles stated above may be traded in.

Michael A. Jargowsky, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 28, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 112 (2026)

**AUTHORIZING A NATIONAL CO OP CONTRACT FOR SECURITY CAMERAS AT
CITY HALL, THE WELCOME CENTER, AND THE EMS BUILDING**

WHEREAS, Everon (Vendor), 1501 Yamato Road, Boca Raton, FL 33431 quoted approximately \$136,550.00 for security cameras at City Hall, \$21,500.00 for security cameras at the Welcome Center, and \$17,000.00 for security cameras at the EMS Building under Omnia Partners contract R220701 pursuant to N.J.S.A. 52:34-6.2(3) on national cooperatives; and

WHEREAS, use of this national co op contract provides discounts, lowers administrative costs and increases accessibility to important goods and services; and

WHEREAS, Vendor has complied with applicable New Jersey procurement documentation requirements; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City officials may sign, amend and/or revoke formal written contracts; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders to Vendor for the costs stated above; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

By signing below, the Chief Financial Officer (CFO) certifies that there are sufficient uncommitted appropriations available in Ordinance 1739 (C-04-55-179-002-902) to provide for payment(s).

Jennifer McIver, CFO

Michael A. Jargowsky, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 28, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 113 (2026)

**AUTHORIZING A STATE CONTRACT FOR A POLICE DEPARTMENT CHEVROLET
TAHOE**

WHEREAS, Gentilini Chevrolet (Vendor), 500-555 John S Penn Blvd, Woodbine, NJ 08270 quoted approximately \$82,499.15 for a Police Department Chevrolet Tahoe under State contract 26-FLEET-129165 pursuant to N.J.S.A. 40A:11-12 on the State cooperative purchasing program; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders to the Vendor for the cost stated above; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

By signing below, the Chief Financial Officer (CFO) certifies that there are sufficient uncommitted appropriations available in Ordinance 1739 (C-04-55-179-002-903) to provide for payment(s).

Jennifer McIver, CFO

Michael A. Jargowsky, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on July 28, 2026.

Shannon D. Romano, Municipal Clerk