

**CITY OF SEA ISLE CITY
NEW JERSEY**

**REGULAR MEETING – AUGUST 25, 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

REPORTS - COUNCIL MEMBERS

CITIZEN COMMENT ~ Resolution on Consent Agenda

RESOLUTION – Consent Agenda:

- 120 Approval of Vouchers
- 121 Authorizing an Additional Recreation Department Contract For 2026 Programs
- 122 Resolution Authorizing Property Tax Refund – 100% Disabled Veteran
- 123 A Resolution Authorizing the City of Sea Isle City to Execute an Easement Termination Agreement
Upon Conditions to Terminate a Stormwater Sewer Easement Where Said Easement Will No Longer be
Needed for Public Purpose for the Property Located at 4722 Park Road, Block 48.05, Lots 1-7
- 124 Resolution of the City of Sea Isle City to Cancel Taxes for Land Dedicated to the City
- 125 Authorizing Refund of a Tourism Fall Family Festival Weekend Vendor Registration Fees *\$125.00*
Joanne Ludwig
- 126 Authorizing Release of a Performance Guarantee Project at 121 – 91st Street, Block 91.02, Lot(s) 17.02,
Sea Isle City, NJ for Richard & Michelle Massi \$5,273.00

PENDING BUSINESS

NEW BUSINESS

CITIZEN COMMENT

ADJOURNMENT

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 120 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	771,103.50
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<u>VENDOR</u>	<u>AMOUNT</u>
ABS ELECTRIC	1,030.15
AIR AND GAS TECHNOLOGIES	4,748.00
AC ELECTRIC	45,110.24
ADVANTAGE RENTAL	154.83
ALLEGRA MARKETING & PRINT	945.00
ALEX GLOVER	290.28
ACME	52.88
AMAZON	10.21
ACCURATE LANGUAGE SERVICES	600.00
AUTOZONE	431.75
PAUL BALDINI	23,955.00
BOCK, FRED	200.00
BILLOWS ELECTIC	41.12
BADGER	2,680.92
HORIZON BCBS	320,232.94
BOUND TREE	679.90
BIS DIGITAL	1,439.33
BRAVEN HEALTH	38,917.08
BERGEY'S TRUCK CENTER	1,054.09
CAPE MAY COUNTY TREASURE	5,343,464.20
CINTAS	290.77
COMCAST	84.24
CMC MUA	78,082.99
COMPUTER ACCESS SYSTEMS	779.30
CHASE BANK	2,650,450.00
COLLIERS ENGINEERING	69,334.35
CIVICPLUS	4,617.27

CAPE REGIONAL URGENT CARE	390.00
CHV EGG HARBOR	96.21
DENNISVILLE FENCE	2,784.74
DEREK MISTERMAN	16,535.00
DAFELDECKER ASSOCIATES	1,106.00
EASTERN SURPLUS	518.00
ELAVON	159.77
EASTERN EQUIPMETN	691.17
EVERON	2,652.83
ENCORE FIRE PROTECTION	1,500.00
FASTENAL COMPANY	517.54
FF1	2,323.09
FOLEY	651.00
GARDNER TRUE VALUE	359.02
GENRON	4,663.00
GILLIAN SCHWARTZ	666.67
HOPPING SKIP	250.00
HOME DEPOT	5,650.07
HUGHES ANTHONY	200.00
ISLAND TROPHIES	280.00
INGURM GREGORY	350.00
JACKSON CAROLYN	750.00
KANE, CHRIS	950.00
LAWSON PRODUCT	379.75
LILLISTON HONDA	49.72
LUSTENBERGER CONNOR	400.00
MGL FORMS	1,170.00
MUNICIPAL CLERKS ASSOC	175.00
EQUITABLE LIFE INSURANCE	546.36
MARMORA HARDWARE	86.32
MARLEE CONTRACTORS	2,309.53
MSH TECHNICAL SALES	3,990.00
MAJESTIC OIL	9,313.58
MASERGY	2,509.67
MEADOWS, TIMOTHY	400.00
NJPO	425.00
NAPA AUTO PARTS	38.72
NOVASAK BROS TURF FARMS	1,780.00
NATIONAL HIGHWAY PRODUCTS	211.20
OCEAN CITY SENTINAL	50.00
PITNEY BOWES	1,277.07
PLANT STORAGE	150.00
POST TO POST	2,112.50
RUTGERS	1,450.00
RALPH VE AND SONS	252.36
REVESCENT	264.11
RUIZ, WILLIAM	400.00
SAFETY KLEEN	186.32
SERVE PRO	500.00
SEA GROVE	312.62
SPARK ELECTRIC	2,968.38
SEA ISLE VOLUNTEER FIRE CO	45,800.00
SEASHORE ASPHALE	470.78
SEA GEAR OUTFITTERS	592.04

SERVICE TIRE CENTER	7,709.39
SACCOCCIA RICH	1,000.00
DEPART OF LAW TO PUBLIC SAFETY	400.00
TREASURER STATE OF NJ	275.00
TREASURER STATE OF NJ	720.00
TEC ELEVATOR	933.75
BROYHILL	116.96
LUDWIG, JOANNE	125.00
UNCLE OOGIES	101.21
VAL U AUTO	817.74
VINELAND AUTO ELECTRIC	1,374.00
VERIZON	56.95
VISION BENEFITS OF AMERICA	938.35
W.B. MASON	11,188.80

9,511,152.63

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:

MICHAEL 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 AUGUST 25, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 121 (2026)

**AUTHORIZING AN ADDITIONAL RECREATION DEPARTMENT CONTRACT FOR
2026 PROGRAMS**

WHEREAS, the Recreation Department has prepared a formal written contract for the following additional 2026 program:

Vendor name:	Miranda Duca
Vendor address	327 Petersburg Rd Woodbine, NJ 08270
Program:	Skyhawks Instructor
Compensation:	City to receive 10% of total registration fees

WHEREAS, the vendor has completed and submitted a Business Entity Disclosure Certification and a Political Contribution Disclosure form; 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.

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 August 25, 2026.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. _____(2026)

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026 by and between the CITY OF SEA ISLE CITY, hereinafter known as "Municipality" and MIRANDA DUCA, hereinafter known as "SKYHAWKS INSTRUCTOR".

WHEREAS, the Municipality desires to engage MIRANDA DUCA as SKYHAWKS INSTRUCTOR for the period of September 15 – November 14, 2026, inclusive; and,

WHEREAS, the Municipality has agreed to compensate the SKYHAWKS INSTRUCTOR for services rendered in accordance with the schedule set forth hereinafter; and,

WHEREAS, in consideration of said compensation, the SKYHAWKS INSTRUCTOR agrees to perform all duties and responsibilities of Municipal SKYHAWKS INSTRUCTOR during the applicable period according to this contract and pursuant to such statutes made and provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth above, it is agreed between the parties as follows:

1. For the period of September 15 – November 14, 2026, inclusive, MIRANDA DUCA, SKYHAWKS INSTRUCTOR, shall perform all required duties as Municipal SKYHAWKS INSTRUCTOR for the CITY OF SEA ISLE CITY. As part of the compensation for such services rendered, MIRANDA DUCA, Skyhawks Instructor, shall be paid an amount totaling all the participant fees collected during the aforementioned period. In consideration of payment, MIRANDA DUCA, Skyhawks Instructor shall provide the following: Soccer Tots for ages 1.5 – 4 on Tuesdays, September 15 – October 20, 2026 from 4:30 – 6:00 PM, 1st Down Tots for ages 3 – 5 on Tuesdays, September 15 – October 20, 2026 from 4:30 – 6:00 PM and Volleyball for ages 9 – 13 on Saturdays, September 26 – November 14, 2026 from 1:00 – 2:30 PM.
2. In addition to the services performed, MIRANDA DUCA, Skyhawks Instructor, shall provide Soccer Tots for ages 1.5 – 4, consisting of a participant fee of \$95.00/ participant, 1st Down Tots for ages 3 – 5, consisting of a participant fee of \$105.00/ participant and Volleyball for ages 9 – 13 consisting of a participant fee of \$169.00/ participant.

3. Skyhawks Instructor hereby agrees to provide their own insurance policy covering themselves and their staff for the camps. Liability insurance concerning the operation of the camps and covering the **SKYHAWKS INSTRUCTOR AND THEIR STAFF**, shall be in the amount of not less than One million dollars (\$1,000,000.) for injury, per occurrence and said policy shall include the City of Sea Isle City as an additional insured and provide a Certificate of Insurance reflecting this. This Certificate of Insurance shall be provided to the Department of Community Services at the time of the signing of this Agreement.
4. All matters requiring disciplinary action shall be brought to the attention of the Department of Community Services prior to any action being taken.
5. Skyhawks Instructor hereby agrees to ensure that all participants and their guardians sign waiver forms prior to any services.
6. Skyhawks Instructor hereby agrees to be paid an amount totaling all registration fees collected during the aforementioned period. The Skyhawks Instructor shall handle all registrations for the camps. The Skyhawks Instructor shall be paid the total amount of each participant enrollment for the camp. In return, the Skyhawks Instructor shall return to the City of Sea Isle City 10% of the total registration amount collected for participant fees during this period for facility usage. Facility usage fee is due within TWO weeks of the conclusion of the contracted program. Failure to abide by this requirement will result in a forfeit of future agreements.
7. Skyhawks Instructor hereby agrees to handle all correspondence relating to Skyhawks Camps as deemed necessary. The Department of Community Services approval of all correspondence is required.
8. The instructor whose name appears on this contract will be required to provide the service as outlined in this contract. Support staff is permitted, however the contractor/instructor must be present at all times during the course of the contract period and providing such services as outlined in the contract. Failure to adhere to this requirement will forfeit your contract and all future contracts with the City of Sea Isle City Department of Community Services.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the day and year first above written.

ATTESTED:

CITY OF SEA ISLE CITY

BY: _____
SHANNON ROMANO
MUNICIPAL CLERK

BY: _____
LEONARD C. DESIDERIO
MAYOR

A handwritten signature in black ink, appearing to read 'Miranda Duca', is written over a horizontal line.

MIRANDA DUCA
SKYHAWKS CAMPS

**CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 122 (2026)**

**RESOLUTION AUTHORIZING PROPERTY TAX REFUND – 100% DISABLED
VETERAN**

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

WHEREAS, Corsi, Ralph D, owner of Block 92.02, Lot 8 located at 141 92nd Street, was approved for a property tax exemption according to N.J.S.A. 54:4-3.30 by the City of Sea Isle City Tax Assessor as of 7/29/2026; and said exemption has created a \$1104.20 overpayment according to N.J.S.A 54:4-3.32, and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Sea Isle City Council, County of Cape May, State of New Jersey, does hereby authorize a Veteran’s Disability Property Tax Exemption according to N.J.S.A. 54:4-3.30; and resulting refund of exempt taxes paid according to N.J.S.A. 54:4-3.32.

Michael A. 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, August 25, 2026.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 123 (2026)

**A RESOLUTION AUTHORIZING THE CITY OF SEA ISLE CITY TO EXECUTE AN
EASEMENT TERMINATION AGREEMENT UPON CONDITIONS TO TERMINATE A
STORMWATER SEWER EASEMENT WHERE SAID EASEMENT WILL NO LONGER
BE NEEDED FOR PUBLIC PURPOSE FOR THE PROPERTY LOCATED AT 4722 PARK
ROAD, BLOCK 48.05, LOTS 1-7**

WHEREAS, 4722 Park Road Associates, LLC (hereinafter "Owner") is the fee simple owner of Block 48.05, Lot 1-7, on the Official Tax Map of the City of Sea Isle City, also designated as 4722 Park Road, upon which is situated a residential structure (hereinafter "the Property"); and

WHEREAS, said property currently is burdened by an existing stormwater sewer outfall easement across said Property. The Deed of Easement was recorded in the office of the Cape May County Clerk on January 12, 1987, at Book 1675, Page 461 (the "Easement"); and

WHEREAS, The Owner has petitioned the City Administration for removal of the easement and redirection of the outfall pipe to a Cape May County outfall pipe in the public right of way. Owner agreed to reimburse the City for the cost to redirect the outfall pipe in return for terminating said easement; and

WHEREAS, the City entertained the request subject to several conditions of approval, including as described in the City Engineer plan and cost estimate prepared by Andrew A. Previti of Colliers Engineering & Design, dated October 2025, and July 28, 2026, respectively and compliance with the open public bidding process; and

WHEREAS, The Administration and Council deem it in the public interest to accommodate the Owner request since the Owner is paying the cost of relocating the outfall pipe off the property and into an existing outfall pipe in the public right of way; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Sea Isle City, County of Cape May, and State of New Jersey, hereby authorizes the following:

1. The execution of a Termination of Easement Agreement allowing the owner of Block 48.05, Lot 1-7, to pay the cost of redirecting the outfall pipe on owners' property to an outfall pipe in the public right of way and authorizing the City to go to bid to redirect said outfall pipe in compliance with the City Engineer plan and cost estimates.
2. Therefore, the City hereby authorizes and directs the Business Administrator to execute a Termination of Easement Agreement along with any and all documents and to take any and all actions necessary to effectuate the purposes of this Resolution, including authorizing the Administration to advertise and go to bid for the project.

Michael Jargowsky Council President

Recorded Vote:

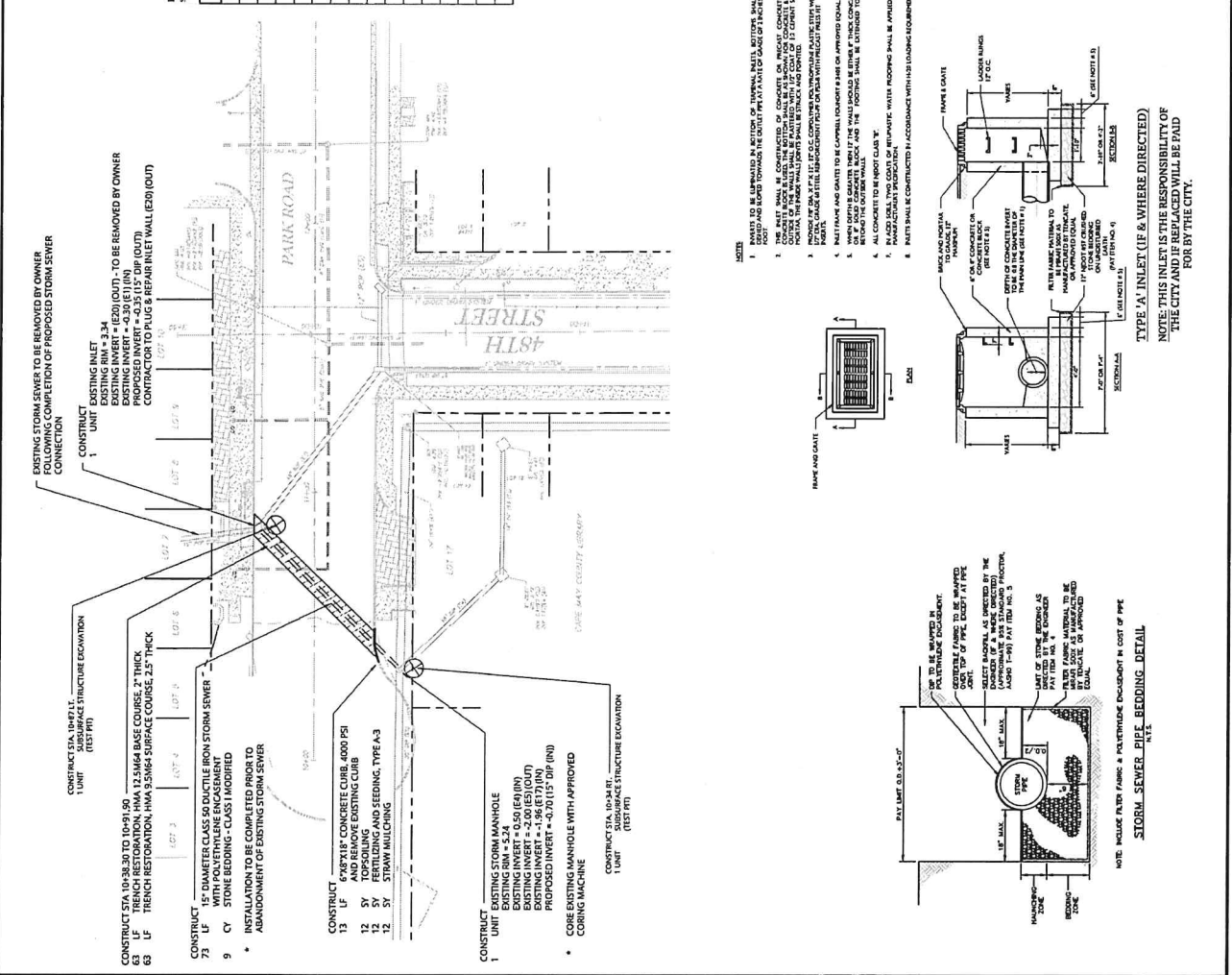
Council	Yes	No	Abstain	Absent	Moved	Second
Tighe						
Edwardi						
Jargowsky						
Kehner						
Ciseck						

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 of said Council held on Tuesday, August 25, 2026.

Shannon D. Romano, Municipal Clerk

PROJECT NAME:
 STORM SEWER RELOCATION
 45TH STREET & PARK AVENUE
PROJECT NUMBER:
 SIC0268
CLIENT:
 CITY OF SEA ISLE CITY, CAPE MAY COUNTY, NEW JERSEY

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	CONTRACT AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND GENERAL WORK	L.S.	1	0	1	\$ 10,000.00	\$10,000.00
2	15" DIAMETER CLASS 50 DUCTILE IRON STORM SEWER WITH POLYETHYLENE ENCASEMENT	L.F.	73	7	80	\$ 250.00	\$20,000.00
3	CONNECT TO EXISTING STORM STRUCTURES	UNIT	2	0	2	\$ 5,000.00	\$10,000.00
4	STONE BEDDING - CLASS 1 MODIFIED	C.Y.	9	6	15	\$ 25.00	\$375.00
5	SELECT BACKFILL (IF & WHERE DIRECTED)	C.Y.	0	25	25	\$ 10.00	\$250.00
6	SUBSURFACE STRUCTURE EXCAVATION - TEST PITS	UNIT	2	0	2	\$ 500.00	\$1,000.00
7	ROAD GRAVEL - SOIL AGGREGATE 1-5 (IF & WHERE DIRECTED)(MIN. UNIT PRICE \$5.00 C.Y.)	C.Y.	0	20	20	\$ 10.00	\$200.00
8	TRENCH RESTORATION, H.M.A. 9.5M64 SURFACE COURSE, 1.5" THICK	L.F.	63.0	7	70	\$ 100.00	\$7,000.00
9	TRENCH RESTORATION, H.M.A. 12.5M64 BASE COURSE, 1" THICK	L.F.	63.0	7	70	\$ 100.00	\$7,000.00
10	6" X 8" X 18" CONCRETE CURB, 4,000 PSI AND REMOVE EXISTING CURB	L.F.	13.0	12	25	\$ 100.00	\$2,500.00
11	TOPSOILING, 3" THICK	S.Y.	12.0	8	20	\$ 25.00	\$500.00
12	FERTILIZING AND SEEDING, TYPE A-3	S.Y.	12.0	8	20	\$ 10.00	\$200.00
13	STRAW MULCHING	S.Y.	12.0	8	20	\$ 5.00	\$100.00
14	SOIL EROSION AND SEDIMENT CONTROL	NOT MEASURED FOR PAYMENT				\$ -	\$0.00
15	TRAFFIC CONTROL	L.S.	1	0	1	\$ 5,000.00	\$5,000.00
16	TYPE 'A' INLET (IF & WHERE DIRECTED)	UNIT	0	1	1	\$ 7,500.00	\$7,500.00
Total Estimated Construction Cost Items 1 - 15:							\$64,125.00
(ITEM #16 IS THE RESPONSIBILITY OF THE CITY & WILL BE PAID FOR BY THE CITY)							Total Estimated Construction Cost Items 1 - 16: \$71,625.00

[illegible]

RELEASE AGREEMENT

THIS RELEASE AGREEMENT dated _____, 2026 is executed by and between 4722 PARK ROAD ASSOCIATES, LLC, with offices at 325 West Bridge Street, P.O. Box 179, New Hope, PA 18938 (collectively referred to in this Release as "I" or "We" or "Our" or "Owner") and CITY OF SEA ISLE CITY, with offices at 233 John F. Kennedy Boulevard, Sea Isle City, New Jersey 08243 (collectively referred to as "You" or "City").

WHEREAS, Owner is the owner of property known as 4722 Park Road (Block 48.05, Lots 1-7) Sea Isle City, New Jersey (the "Property") and has approached the City requesting the City relocate the outfall pipe from Owner's property to the public right of way. Owner has offered and agreed to reimburse the City for the cost to relocate the outfall pipe into the City right of way; and

WHEREAS, the Property is subject to a Deed of Easement recorded in the office of the Cape May County Clerk on January 12, 1987, at Book 1675, Page 461 (the "Easement") that benefits City and encumbers the Property; and

WHEREAS, the purpose of the Easement is for City's maintenance of a stormwater outfall pipe from Park Road over and across the Property to Rio Grand Lagoon; and

WHEREAS, Owner has obtained approval from the County of Cape May to reconfigure the storm sewer lines (the "Project") in accordance with the plans by Colliers Engineering and Design entitled Storm Sewer Relocation for City of Sea Isle, Blocks 48.04 and 48.05 dated February 2025, Project No. SIC0268, with no revisions (the "Plans"); and

WHEREAS, the City will relocate the outfall pipe in conformance with the above noted plans and approvals from the County and upon the City's completion of the work outlined in the Plans, the City will no longer have a need for the Easement and desires to terminate same. Further, Owner shall reimburse the City for the cost to relocate.

NOW, THEREFORE, with the foregoing preamble incorporated herein by this reference, the Owner and the City agree as follows:

- I. **CONSENT TO PROJECT.** The City is authorized to undertake and complete the Project in accordance with the Plans, as directed by the County of Cape May, including such modifications to the existing storm sewer located in the Easement and Park Road, at Owner's cost. The City shall undertake all reasonable steps necessary to obtain Council approval to go to bid and bid said project. Should Council decline to go to bid or the bids come in significantly over the cost estimate of \$71,625.00 dollars this agreement shall be canceled.

II. DISCHARGE of EASEMENT and RELEASE: Upon completion of the Project and the City's receipt of confirmation from the County of Cape May that the Project has been completed in accordance with the Plans, (i) the City will execute and deliver to Owner a Termination of Easement in substantially the form attached hereto as EXHIBIT A, fully executed and in recordable form; and (ii) Owner and the City will execute the Mutual General Release in substantially the form attached hereto as EXHIBIT B.

III. CITY'S OBLIGATION. The City shall have no obligation to remove, repair, restore, or otherwise alter the storm sewer located in the Easement area.

IV. MUTUAL RELEASE TO BE PROVIDED: I release and give up any and all claims and rights which I may have against you in connection with my property known as 4722 Park Road (Block 48.05, Lots 1-7) Sea Isle City, New Jersey (the "Property"), except those things which may remain to be done according to the terms of this document. This release covers all claims and rights which I may have had against you at any time relating to the Property, including any and all claims and rights which are not specifically mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now but does not apply to claims which may arise after the date this Release is executed or to any claim of default or failure to perform by the City of Sea Isle City with respect to the terms of this Agreement. More specifically, but not in limitation, I release the following claims:

ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED including, but not limited to, claims for compensatory and punitive damages, all claims for loss of income, and all claims for all other losses including claims under the Wrongful Death Act (N.J.S.A. 2A:3 I-1 et. seq.), sustained by Owner, Owner's estate, Owner's heirs, and those claiming under the Owner, arising out of the stormwater drainage easement and installation and removal of the stormwater drainage pipe located upon the Property.

I further understand and agree that if any claims are made against you at any time in the future by the Owner directly, or by others claiming to be beneficiaries, representatives, or heirs of the Owner, for pecuniary losses or damages and as defined in the Wrongful Death Act, that you shall be entitled to be indemnified by the Owner, the Owner's Estate and/or the Owner's heirs, executors, administrators, and personal representatives for any sums expended in paying any such claims and/or defending against said claims including, but not limited to, attorney's fees, all costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including, but not limited to, attorneys' fees, costs of suit, and interest.

It is further understood and agreed that the acceptance of said deed of termination of easement is in full accord and satisfaction, inclusive of any and all claims for damages of any kind included but not limited to those attorneys' fees and costs, and in compromise of, all disputed claims.

V. NO ADMISSION. I agree that this release constitutes the settlement of all disputed claims in order to avoid further trouble, litigation, and expense, and that nothing herein shall constitute or imply an admission of liability of any kind by You and that You expressly deny any and all such liability.

VI. CONSIDERATION.

- a. Upon completion of the work Owner shall (i) execute a final release and acceptance of all work; and (ii) make payment of any remaining balance due to the City for the work; and the City shall provide a revocation of the Easement to Owner in recordable form.
- b. Owner shall pay the cost of the project by reimbursing the City for all costs associated with the project. Owner shall pay the estimated amount to the City at the time the matter is advertised for bid. If the project is completed for less than the estimated amount Owner shall receive the difference back from the City. If the cost exceeds the estimated cost Owner shall pay the difference from the estimated cost to the actual cost.
- c. There upon neither party shall have any further obligation to the other.

VII. WHO IS BOUND. Owner is bound by this Release, as well as anyone who succeeds to your rights and responsibilities, including, but not limited to, all heirs, executors, and administrators. Owner specifically understands that all of the terms and conditions of this release are for the benefit of, and are binding upon, you, your heirs, and anyone else who succeeds to your rights and responsibilities. This release is made for your benefit, and all who succeed to your rights and responsibilities, such as heirs or the executor of your estate.

VIII. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT. Owner represents and warrants that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and that I have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Release.

IX. REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Release, Owner represents that he has relied upon the legal advice of his

attorney, who is his attorney by choice, and that the terms of this Release have been completely read and explained to you by your attorney, and that those terms are fully understood and voluntarily accepted.

X. GOVERNING LAW. This Release shall be governed by and construed and interpreted according to the laws of the State of New Jersey, any lawsuit over this agreement shall be filed in the Superior Court of New Jersey, venue in Cape May County.

XI. ADDITIONAL DOCUMENTS. All parties agree to cooperate fully and execute any and all supplementary documents and take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

XII. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed original and binding for all purposes to the fullest extent permitted by law.

In witness whereof, the undersigned, intending to be legally bound, as to the City, as authorized by City Council Resolution # _____, have fixed their hand and seal:

City of Sea Isle City, a municipal corporation of
the State of New Jersey

By: _____
George Savastano, Business Administrator

Date: _____, 2026

4722 PARK ROAD ASSOCIATES, LLC

By: _____
Craig Rankin, Managing Member

Date: 8-7-26, 2026



**CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 124 (2026)**

**RESOLUTION OF THE CITY OF SEA ISLE CITY
TO CANCEL TAXES**

WHEREAS, Block 35.05 Lot 15/16 was acquired by the City of Sea Isle City; and

WHEREAS, taxes were assessed on this block and lot that now must be canceled for the year of 2026 and the preliminary half of 2027 as the City of Sea Isle City is Tax Exempt; and

WHEREAS, the amount of 2026 taxes that must be cancelled is as follows:

<u>Block</u>	<u>Owner</u>	<u>Cancelled</u>
35.05 Lot 15/16	City of Sea Isle City	2026 \$3.66 2027 \$1.83

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

1. The 2026/2027 taxes to be cancelled on the above block and lot in the amount stated above as this property is now tax exempt.

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, August 25, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 125 (2026)

AUTHORIZING REFUND OF A TOURISM FALL FAMILY FESTIVAL
WEEKEND VENDOR REGISTRATION FEES

WHEREAS, the City of Sea Isle City received payment for a Fall Family Festival Weekend Vendor Registration Fee; and

WHEREAS, from time to time, the City is required to refund payments as approved by the Department Heads.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, New Jersey, that the following refunds shall be made:

<u>Name of Registrant</u>	<u>Registration Fee to Be Refunded</u>
Joanne Ludwig 39 Devon Road Newtown, PA 18940	\$125.00

BE IT FURTHER RESOLVED, that a copy of this Resolution be filed with the Chief Financial Officer.

Michael A. 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, August 25, 2026.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 126 (2026)

**AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE
Project at 121 – 91st Street, Block 91.02, Lot(s) 17.02, Sea Isle City, NJ
for Richard & Michelle Massi
c/o McLAUGHLIN CONSTRUCTION MANAGEMENT, LLC.**

WHEREAS, a Performance Guarantee was posted in the form of a *Liberty Mutual Surety Subdivision Improvements Performance Bond No. 999417351 as submitted by McLaughlin Construction Management, LLC. (dated 06/26/2025)* in the amount of \$ 5,273.⁰⁰; and

WHEREAS, the Engineer or appropriate authorities have performed final inspections of the referenced property and notified the Board Secretary and City Clerk the performance guarantee may be released; and

WHEREAS, upon approval by the governing body, the City Clerk is instructed to forward notification to the appropriate entity for the release of said Performance Guarantee

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, County of Cape May, State of New Jersey, it hereby authorizes release of the Performance Guarantee as so approved.

Michael A. Jargowsky, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Jargowsky						
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, August 25, 2026.

Shannon D. Romano, Municipal Clerk