

**CITY OF SEA ISLE CITY
NEW JERSEY**

**REGULAR MEETING – OCTOBER 13, 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:

- 140 Approval of Vouchers
- 141 Authorizing Approval of a Raffle Application {Catholic Daughters of the Americas #1655 Court Our Lady of Mercy}
- 142 Authorizing Approval of a Bingo Application {Italian American Club of Sea Isle City}
- 143 Authorizing a National Co Op Contract for a Type III Ambulance (Defender Emergency, \$312,145.00)
- 144 Authorizing a Local Co Op Contract for an EMS Chevrolet Tahoe (Pelegirino Chevrolet, \$75,320.32)
- 145 Designating a Police Department 5 Ton Cargo Truck as Surplus Property and Authorizing Its Trade In (Eastern Surplus & Equipment Co, City to receive \$1,750.00 credit towards repairs on another vehicle)
- 146 Resolution of the City of Sea Isle City, County of Cape May, and State of New Jersey Authorizing the City to Enter Into a Shared Services Agreement with the Borough of Avalon and Declaring an Emergency for Purposes of N.J.S.A. 40a:11- 6 and N.J.A.C. 5:34-6.1 for Dredging of Townsends Inlet

**PENDING BUSINESS
NEW BUSINESS
CITIZEN COMMENT
ADJOURNMENT**

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 140 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	546,963.44
ZOLL	3,613.35
HORIZON BCBS	323,880.59

<u>VENDOR</u>	<u>AMOUNT</u>
ACTION SUPPLY	376.04
ATLANTIC CITY ELECTRIC	20,646.41
ATLANTICARE PHYSICIAN GROUP	35.00
ANIMAL CONTROL	950.00
ALLEGRA	270.00
AUDUBON PLUMBING	55.92
ACTION UNIFORMS	10,200.00
ACME MARKETS	125.89
AT & T MOBILITY	2,537.16
AMAZON	1,363.23
AXION COMMUNICATIONS	72.80
ACCURATE LANGUAGE SERVICES	2,040.00
AUTOZONE PARTS	200.33
ARIZENT	1,340.00
ANJONZE DANCE	325.00
A+ LETTER SERVICE	6,122.25
BOATHOUSE SPORTS	1,361.40
BILLOWS	645.09
BEESELEY'S POINT SEA DOO	475.63
BOUND TREE MEDICAL	679.03
BACKGROUND INVESTIGATION	67.50
BLANEY WEINBERG CURIO	2,000.00
BUSINESS SOLVER	354.09
BRADLEY MATTHEW	761.05
BLOOMS	150.00
CINTAS FIRST AID	412.46
COMCAST	562.40

COMPUTER ACCESS	549.30
CAMPBELL SUPPLY	438.06
CAPRIONI PORTABLE TOILETS	270.00
COPIERS PLUS	363.00
CODY'S EQUIPMENT	12,958.98
CHASE BANK	30,843,104.45
COLLINS SPORTS MEDICINE	387.15
CDW®	945.18
CENTRAL JERSEY EQUIPMENT	4,448.59
COLLIERS	15,917.74
CONTEMPORARY TECHNOLOGIES	7,990.00
COMCAST BUSINESS	1,064.70
CAPE SHORES CHORUS	150.00
DRAEGER INC	12.95
DISCOUNT HYDRUALICS	165.68
DEVINE BROTHERS	1,460.00
DUNRITE SAND AND GRAVEL	1,073.04
ELMER DOOR AND EXTERIORS	914.00
EASTERN SURPLUS & EQUIPMENT	12,369.46
ELAVON	100.45
EMSAR	230.62
EVERON	1,727.86
FBI NATIONAL AADAMY ASSOC OF NJ	735.00
FOR SHORE WEED	7,224.00
GARDNER TRUE VALUE	90.96
GENTILINI FORD	206.61
GARDEN GREENHOUSE	260.60
GARREFFI ANTHONY	978.69
GLOBAL INDUSTRIAL	633.76
GROFF TRACTOR	153.06
GRACETOWN LUMBER	66.00
GILLIAN SCHWARTZ	2,886.67
GARRETT AND BATASTINI	647.50
GO EVENTS	40,850.00
GEMINI GENERAL CONTRACTING	16,341.50
GOLDBERG SEGALLA	6,825.43
HOME RUN DERBY	775.00
ISLAND TROPHIES	190.00
INSTITUTE FOR PROFESSIONAL DEV	50.00
JOHNSON & TOWERS	398.00
J.A. MONTGOMERY RISK CONTROL	6,218.00
JP MONSO MUNICIPAL CONSULTING	50.00
LET'S PARTY EVENTS	3,790.00
MES SERVICE COMPANY	1,089.90
MARINE RESCUE PRODUCTS	435.00
EQUITABLE LIFE	558.92
MARLEE CONTRACTORS	1,805.36
MOSCA DESIGN	16,417.65
MAJESTIC OIL	9,800.98
NATIONAL TIME	709.00
NJ STATE ASSOC OF CHIEFS PD	299.00
NAPA AUTO PARTS	29.36
NJ SHADE TREE FEDERATION	1,755.00
NATIONAL HIGHWAY	4,093.06

OCEAN CITY SENTINAL	135.00
ONE CALL CONCEPTS	239.90
POLICE & SHERIFFS PRESS	20.00
POWERDMS	4,494.00
PETROSH'S BIG TOP	1,975.00
POWERTRAIN PLUS	233.29
PARTY PERFECT	4,907.00
PINEY PICKERS	650.00
QUENCH	831.06
RUTGERS, THE STATE UNIVERSITY	125.00
SOUTHERN NJ CHAPTER NIGIP	100.00
SOUTH JERSEY WELDING	1,853.50
STATE OF NEW JERSEY PWT	1,270.40
SURRANS	734.39
SEA ISLE CITY TRUST	50.00
SEA GROVE	540.00
SEA ISLE CITY BOARD OF ED	196,479.83
SOUTHERN SHORE REGION DMO	5,000.00
STANDARD AND POOR'S	33,387.00
SERVICE TIRE CENTER	397.58
SITEONE LANDSCAPE SUPPLY	361.94
SURBARBAN INC	365.00
BEAMISH STUDIOS	405.00
TREASURER STATE OF NJ	160.00
TREASURER STATE OF NJ	350.00
TOTER	26,743.20
THOMSON REUTERS	415.00
TREASURER STATE OF NJ	936.00
TEC ELEVATOR	647.70
UNITED RENTALS	11,042.85
ULINE	329.53
VCI EMERGENCY VEHICLES	2,163.06
VAL U AUTO	32.70
VINELAND AUTO ELECTRIC	195.80
VERIZON	2,094.44
VISION BENEFITS OF AMERICA	977.62
WALTERS MARINE CONST	54,140.00
W.S GOFF	820.80
W.B. MASON	448.37
WELLS FARGO	3,233.59
BELL MICHAEL	369.53
DIBABBO ANTHONY	410.35

32,321,656.71

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 OCTOBER 13, 2026.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 141 (2026)

**AUTHORIZING APPROVAL OF A RAFFLE APPLICATION
{Catholic Daughters of the Americas #1655 Court Our Lady of Mercy}**

WHEREAS, the Catholic Daughters of the Americas #1655 Court Our Lady of Mercy made application on October 05, 2026 for a Raffle License under Application No. RA-133; and

WHEREAS, it is the desire of the City Council of the City of Sea Isle City to issue a Certificate of Approval by approving a Certificate of Findings and Determination to be signed by the proper officer of said Council under Application No. RA-133 made by said Catholic Daughters of the Americas #1655 Court Our Lady of Mercy; for holding of said Raffle, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, in the County of Cape May, State of New Jersey, that the Municipal Clerk be and she is hereby authorized, empowered and directed to cause the proper Raffle License to be issued to the Catholic Daughters of the Americas #1655 Court Our Lady of Mercy in accordance with the application made therefore.

Michael Jargowsky, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciscek						
Edwardi						
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 October 13, 2026.

Shannon Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 142 (2026)

**AUTHORIZING APPROVAL OF A BINGO APPLICATION
{Italian American Club of Sea Isle City}**

WHEREAS, the Italian American Club of Sea Isle City, made application on October 1, 2026 for a Bingo License under Application No. BA-129; and

WHEREAS, it is the desire of the City Council of the City of Sea Isle City to issue a Certificate of Approval by approving a Certificate of Findings and Determination to be signed by the proper officer of said Council under Application No. BA-129 made by said Italian American Club of Sea Isle City for holding of said BINGO at 309 JFK Blvd., Sea Isle City, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, in the County of Cape May, State of New Jersey, that the Municipal Clerk be and she is hereby authorized, empowered and directed to cause the proper BINGO License to be issued to Italian American Club of Sea Isle City in accordance with the application made therefore.

Michael Jargowsky, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciscek						
Edwardi						
Jargowsky						
Tighe						
Gibson						

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, October 13, 2026.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 143 (2026)

AUTHORIZING A NATIONAL CO OP CONTRACT FOR A TYPE III AMBULANCE

WHEREAS, Defender Emergency (Vendor), 126 South Main Street, Farmingdale, NJ 07727 quoted approximately \$312,145.00 for a Medix ME-166 Ford Type III E450 ambulance under Sourcewell contract 122123-MDX 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, a proposal was reviewed and is recommended by the EMS division; and

WHEREAS, Vendor shall comply 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 employees may issue purchase orders to 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 October 13, 2026.

Shannon D. Romano, Municipal Clerk



126 South Main Street
Farmingdale, NJ 07727

Phone: 732-840-9389

Website: www.DefenderEmergency.com

Dealer License #00893N

Email: Info@DefenderEmergency.com

August 26, 2026

Mr. Bruce Knoll
Chief
Sea Isle City EMS
201 John F Kennedy Blvd
Sea Isle City, New Jersey 08243

Dear Bruce;

Thank you for the time and consideration. We are pleased to submit this proposal for your review. Medix Specialty Vehicles are the highest quality ambulances manufactured anywhere today. Medix Specialty Vehicles continue through the years to innovate and be a leader with new products. With the superior construction of a Medix, our units will give you the long-term commitment your organization demands, and will represent the best overall long-term value for the Sea Isle City EMS. Defender Emergency Products stands ready with our Mobile Repair Units, and state of the art facility in Farmingdale to technically support any of your vehicles.

Enclosed please find a detailed proposal that includes all of the specific features/options that are included on the unit. The new vehicle price for the 2027 Medix ME-166 Ford Type III E450 unit is \$312,145.00. This price includes the Stryker graphics with black out option, and other listed equipment requested listed on the respective quote. I have included all possible rebates and pricing discounts available. It is my hope that you see that we are anxious to not only earn you valuable business on this order, but to continue to build our long-term relationship with your organization.

Thank you again for your time in considering Defender Emergency Products and Medix Specialty Vehicles for your EMS vehicle needs. We look forward to the opportunity to be of service to Sea Isle City EMS.

This is a Sourcewell Consortium Purchase #11302-RSD

*Stryker Power Load Cot Mount add \$44,856.00

*Stryker Power Load Cot add \$47,140.00

Sincerely,

Tom Fulmer
Sales Representative



Unit #:
XX-XXXX

DEALER: Defender Emergency Products
CUSTOMER: SEA ISLE CITY EMS
 Street or P.O. Box: 210 JOHN F KENNEDY BLVD
 City, State, Zip: SEA ISLE CITY, NJ 08243
 Customer Contact: CHIEF BRUCE KNOLL
 Customer Email: _____
 Customer Phone #: _____
 Sales Associate: TOM FULMER
 Sales Engineer: _____

Received
 Sent for Approval
 Rec'd Approved
 Scheduled
 GPC Number: _____

VIN#: To be assigned by MEDIX

Form Revised 1/1/2026

Chassis Model Yr		2027		
MEDIX Model		Type III 166		
CHASSIS		Ford E-450 XL Cutaway, 7.3L Gas, 158" WB, 14,500 GVWR		
BODY		166"L x 94"W x 72" Interior Headroom		
QTY	STD/OPT	Description		
1	16-6000-FG	Chassis & Conversion		
		Chassis Model Year Adjustment		
1	99-2925	Chassis: Wheels, Powder Coated OEM Chassis Wheels on E350/E450. Vendor (Carter Tire) to dismount all OEM wheel/tire assemblies and send the wheels, along with the spare tire wheel, out to be powder coated. Vendor will then remount, balance and replace the tire/ wheel assemblies on the original chassis. NOTE: ONLY Color offered is BLACK		
		-		
	01-	Flooring & Interior Colors		
1	STD	Cabinets: Laminated Wood Laminate Color: DOVE GRAY		
1	STD	Upholstery: (Specify Color) COBALT		
1	STD	Color: Black Brand: EVS		
1	100020	Flooring: Lonseal, LonPlate (Diamond Plate), ILOS Lonspeck TS Twilight Specify Color: Midnight 443TXM		
		-		
	02-	Body & Chassis		
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions		
1	STD	Anti-Theft Device: IdleLock Ignition Security System, for Ford E Series Chassis Only. Locate activation button to the right side of the steering wheel.		
1	STD	Camera System: RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light; Monitor mounted on cab windshield rear view mirror.		

1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.		
1	STD	Walk-through w/Sliding Door. Slides behind driver's seat		
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).		
1	99-2554	Body: Black Out Package, All outside "chrome" blacked out: (1) Rear Bumper Assembly, including flip step and license plate bezel. (2) Vent Cover [Perko exhaust and static]. (4) Rub Rails. (9) Drip Rails, (1) over each compartment and entry door. (2) Drip Rails, (1) full length each side on roof radius. (1) ADP Kick Plate Below back doors. (2) ADP Rear Corner Stone Guards. (2) ADP Front Corner Stone Guards. (1) SS Fuel Fill Splash Guard. (1) SS EZ mounting plate for shoreline. (2) Running Boards. (2) Entry Door Thresholds. (Compartment Door Thresholds also if an MSVII) NOTE: All fasteners will be ordered in BLACK. (Does not include rear door grabbers)		
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/gas-strut hold-open.		
1	99-1934	Compartment #1: Divider, Smooth aluminum vertically installed divider with DA finish (PN: 33-10-0905) fixed to rear wall. NOTE: ME-150/153/166 Models Only.		
1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Double Doors w/gas strut hold-opens and Seat Belt Strap.		
1	STD	Compartment #3 SS Rear: 3/4 Height, Smooth Aluminum body, ADP interior door panel, Inside/Outside access. (1)- adjustable shelf. Door w/gas strut hold-open.		
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.		
1	STD	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.		
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.		

1	STD	Compartment #6 CS Rear: smooth aluminum body, Vertical backboard storage w/2 belts. Door w/gas strut hold-open.		
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement		
1	99-0927	Handles: TriMark chrome plated entry and compartment door handles ILOS powder coated black. Includes all exterior and interior door handles.		
1	200200A	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module) NOTE: Not for use on MSV-II Mods.		
1	99-0678E	Power Door Locks: Stealth Switch on Ford, Power Door Lock System, Push Button Switch (Grille bracket on E-series: Ford 33-102402; F-series: 33-115626) LOCATION: Standard position in front grille area		
1	99-0483	Threshold Trim: Stainless steel threshold trim package for ME-166 modular entry and compartment doors. NOTE: ME-166 Only		
1	STD	Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame		
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench		
3	STD	Mirrors, OEM: (1) each cab door, (1) on interior windshield		
1	DEL	DELETE STANDARD Wheel Covers: Stainless steel covers w/Valve Extenders		
4	STD	Stone Guards: lower body corners, ADP		
1	STD	Kick Plate, Rear: ADP, below rear doors across to corner posts.		
1	STD	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.		
2	STD	Running Boards: Aluminum diamond plate w/splash guards.		
1	99-0283	Lights: Courtesy, (2) Whelen 2" T0CACCCR with TGROM2 rubber grommet, mounted on the front wall of the module above the running boards on each side of the chassis. NOTE: Type III Modular Conversions Only.		
1	99-0667	Rub Rails: Extruded rubber rub rails- ILOS		
1	STD	Fuel Fill: Cast aluminum fuel fill bezel.		
1	STD	Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.		
1	STD	Insulation: Spray in place foam applied to curbside entry step well and both rear wheel wells		
1	STD	Undercoating: Per QVM Guidelines		
	03-	Brake, Turn & Back-Up Lights		
1	STD	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.		

1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.		
1	300100	Lights: DOT, Brake and Turn, Interior, LED, Under rear overhead cabinet, Two (2) CPI amber marker style wired to turn signals; One (1) CPI red marker style wired to brake circuit.		
	04-	Electrical, Power Distribution, Control Center & Interior Lighting		
1	STD	Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet.		
2	STD	Batteries: OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5		
1	STD	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.		
1	99-0988	Electrical: USB Port, Kussmaul 091-219-N dual USB port mounted in switch panel. Fits into standard switch slot. IATS LOCATION: Must Specify front console any open position		
2	STD	Antenna, Radio Coax Cables: Terminated behind driver's seat w/Power & Ground for each		
10	STD	Dome Lights: LED w/chrome flange; 2-banks of five (5) 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions.		
1	STD	Action Area Light: 12 VDC LED light, with On/Off switch on rear control panel		
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall		
1	99-0622	Electrical: Shoreline, 125VAC, 30-amp, Kussmaul SUPER Auto Eject P/N: 091-159-30-120 side wired with hinged, yellow, weatherproof cover, located above Compartment #2 on Streetside. Mount on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-159-081-120 with green indicator light for ease of access. Mating connector to be shipped loose.		
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights		

1	400160	Inverter: Vanner LSC12-1100- 1100watt with 3-Stage 55Amp battery charger, 20Amp power supply and built in GFI. Remote controlled with switch in the rear switch panel. (This option deletes the GFI in the A/A wall). ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits) Location: Must specify location. Lower walk through cabinet		
1	400150	Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)		
1	99-1955	Electrical: Fan, Mechantronics Fan, (1) Axial 120x25MM 12VDC ventilation fan PN: E1225E12AB-FSR mounted on cabinet door or side wall when any inverter is mounted in an interior, enclosed cabinet.		
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.		
3	STD	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area		
3	STD	125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area		
1	STD	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.		
1	STD	Electrical Cabinet: Located over cabin-module connection w/latching, recessed, vented door		
14	99-0661	Lighting: Cabinet, (1) TecNiq D04-B001-1 Linear Dragon Light Vertical, Blue LED with white case (D04-0WV0-1), 36" wire. Will have Rocker On/Off Switch in Rear Panel, labeled "Cabinet Lights" (MX09188) - operates all at same time. Price per light. Locate LEDs just inside front top corner of each cabinet. NOT ON BACK WALL. Cabinet Locations: Must Specify		
05- Warning Lights & Sirens				
1	STD	Lights: Warning, Whelen LED EMERGENCY Lighting Package-Ford, Chevy <u>Type I</u> and <u>Type III</u>- Models ONLY. NOTE: Does not include LED Scene Lights.		
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.		
1	99-3464	Lights: Warning, Black Out Package - All emergency and scene lighting to have black flanges, ILOS chrome. -(22) M9 - M9FB -(2) M7 - M7FB -(6) M6 - M6FB -(2) M2 - M2FB -(2) LINZ6 - Black		

1	99-1359	Lights: Warning, Whelen M-Series LED EMERGENCY Lighting Package ILOS Whelen LED warning Package. NOTE: Does not include LED Scene or Load Lights. All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations. Front of Body: Add (7) M9 Whelen LEDs- Specify pattern by LED Color (Red or White): Configured R/W/R/W/R/W/R or R/R/R/W/R/R/R (Must provide configuration). (4) M9 Red LEDs & (3) M9 White, (2) outer corners and (1) center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console. Sides of Body: (4) M9 Red LEDs: (2) each side in upper corners Rear of Body: (4) Whelen M-Series Red LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level, (1) Whelen M-Series Amber LED in the center position over the rear doors. Brake, Turn & Back-Up Lights: M6 LEDs Lights, Warning, Intersection Lights: (2) M7 Red LEDs on Front Fenders wired to Primary/Sec Modes. NOTE: Ford, Chevy, RAM Type I and Type III - RP-90ES, ME-150, ME-153 and 166 - Models ONLY.		
1	500210	Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.		
		Brake, Turn & Back-Up Lights: Whelen 600 Series LEDs		
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders		
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar		
2	STD	Lights, Load: Whelen 900 Series Halogen with flange included - (2) over rear entry doors		
6	500127	Lights: Scene/Load, Whelen 900 Series Super-LED 9SC0ENZR Gradient Opti-Scenelight™ with chrome flange- ILOS Halogen Specify Locations: All load and scene lights		
1	STD	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE		
2	STD	Siren Speakers: Dual 100 Watt drivers mounted through the front bumper		
1	STD	Siren: Whelen 295 SL5A1, 200 Watt		
	06-	Oxygen, Vacuum & Miscellaneous Items		
3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench		

1	600080	Oxygen: O2 Cylinder Mount, Universal Lift Zico QR-OTSL-US for H-Cylinder, LH Drive, LH Remote Control; Mounting Bracket and Can Cover required: 33-102085 assembly and 33-102074 offset cover. Specify Location(s): NOTE: MSV-II Models Only.		
1	STD	Suction Aspirator System: Rico disposable container mounted in Action Area w/gauge and quick-connect; SSCOR vacuum pump mounted in lower bulkhead hallway cabinet		
1	STD	O2 Regulator: Amvex, 50psi, pre-set		
1	600070	Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel		
1	600100	Oxygen: O2 Outlets, Single OHMEDA Z-QD0101MO outlet, IATS Specify Location(s): ceiling, standard position		
07-		AC / Heat		
1	STD	HVAC System: High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the tech seat.		
		-		
08-		Cabinets, Hardware & Miscellaneous Items		
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-		
1	OPT	Streetside Cabinet Configuration shall include a CPR Seat with Pro-4 seat belt system. The seat belt system shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area. There shall be a 2nd Action Area, which includes (1) 125VAC and (1) 12VDC outlet, located aft of the CPR seating area.		
1	99-0940	Cabinets: CPR Seat, Install gas strut hold open on lid to meet State of Massachusetts regulations.		
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.		
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.		
1	STD	Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.		
1	800090	Cabinets: Countertop, Solid Surface Material, 1st and 2nd Action Areas, Color: __GREY__ with __BLACK__ top and full perimeter accent color. To extend over the edge of cabinet main.		
1	STD	Inside/Outside access to Compartment #3: With dual 1/2" Acrylic hinged doors w/non-locking Eberhard two point paddle latches.		

1	STD	Bulkhead Wall Cabinets: HVAC cabinet above Tech Seat; Electrical Cabinet located above cabin-module connection w/hinged, latching, vented door		
1	STD	Bulkhead Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door and location for inverter and vacuum pump on floor.		
1	STD	Cabinet Above ALS: Open storage w/dual 1/2" Acrylic doors w/non-locking two-point paddle latches, (1) adjustable shelf.		
1	STD	ALS Cabinet: Lower section- Locking LifeDefender latch with storage for 747 box, Middle Section- general storage with non-locking doors and 1-adjustable shelf.		
1	99-0798	Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door. NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR		
1	99-0546	Cargo Net: Head of Squad Bench, bolted to taping plates in the floor, wall and ceiling. PN: ZRS-NETMEX009-02-B. NOTE: Type I / III ME166, RP-90, MSV II ONLY.		
1	STD	Squad Bench:		
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area.		
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.		
1	STD	Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.		
1	STD	Cabinet, Squad Bench Overhead: with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.		
1	STD For 2024 Model	Cabinet, Rear Overhead: Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.		
1	STD	Technician's Seat: An EVS Rear facing custom contoured, automotive style, high back seat with the Pro-4 seat belt system mounted on an EVS structural steel base. The seat belt system shall include a custom automotive style seat, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area.		
1	99-2777	Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10° back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat. NOTE: Must specify seat base in separate line item. NOTE: Medix Modular Models Only (Not for use on RP90 models).		

1	99-0411	Seating: EVS Seat Base, EVS CBWD reinforced cabinet base with door to storage and latch- ILOS		
1	99-0613-Y	Assist Rail: 72" - 1.25", Powder Coated Safety Yellow SS 1.25" with Radius Ends, ILOS -All Models		
1	99-0615-Y	Assist Rail: 72" - 1.25", Powder Coated Safety Yellow SS 1.25" with Radius Ends, IATS -All Models		
1	99-0614	Grab Handles: (3) V-Style, Powder Coated Safety Yellow 1.25: SS with Radius Ends- ILOS -All Models		
1	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.		
	09-	Cots & Miscellaneous Items		
1	99-0726	Cot Mount: Stryker, Power/Performance Load Systems, install floor plate "Only". ILOS 175-4. LOCATION: Dealer Must Specify Mounting Location NOTE: ME-153, ME-157, ME-166, MSV-II Models Only.		
		-		
	10-	Paint & Lettering		
1	STD	Paint: Body all OEM White		
1	1000140	Vinyl: Chevrons, 2-Color: Full Rear, 6" Standard Grade Reflective Stripes Color #1: Color #2:		
1	1000100	Roof Star ONLY, INSTALLED		
1	99-1098	Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. NOTE: Module application only.		
		-		

		SHIP LOOSE		
2	STD	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard		

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 144 (2026)

AUTHORIZING A LOCAL CO OP CONTRACT FOR AN EMS CHEVROLET TAHOE

WHEREAS, Pellegrino Chevrolet (Vendor), 1000 Gateway Blvd, Westville, NJ 08093 quoted approximately \$75,320.32 for a Chevrolet Tahoe under Bergen County co op contract 24-43 pursuant to N.J.S.A. 40A:11-11(5) on cooperative pricing systems; and

WHEREAS, a proposal was reviewed and is recommended by the EMS division; 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 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 October 13, 2026.

Shannon D. Romano, Municipal Clerk

Pellegrino Chevrolet

Direct: 302-500-3956 / Fax: 856-504-0108

1000 Gateway Blvd., Westville, NJ 08093

fleetman13@gmail.com

Rick Di Renzo, Fleet Consultant

Date: 8/14/2026

END USER		ADDRESS - CITY, STATE, ZIP:			
OCEAN CITY FD					
Comme		BERGEN COUNTY CO-OP 24-43- 3% OFF MSRP-2% OFF OPTIONS			
ITEM	QTY	Part No.	Description	MSRP	BC COST
1	1	CK10706/9C1	2026 CHEVROLET TAHOE PPV 4WD	\$59,995.00	\$ 58,195.15
		L84/MHU	5.3L V8 FLEX FUEL-10 SPEED AUTOMATIC		
		Z56	HEAVY DUTY SUSPENSION PACKAGE		
		ATD	DELETED THIRD ROW SEAT		
	1	A50	CLOTH BUCKET FRONT SEATS	\$ 350.00	\$ 343.00
		5J9	CALIBRATION, TAILAMP FLASHER-R/W		
	1	B30	CARPET W/MATS	\$ 195.00	\$ 191.10
		BTV	REMOTE START		
	1	AMF	FOUR EXTRA REMOTES	\$ 75.00	\$ 73.50
	1	PROG	PROGRAM RMOTES	\$ 180.00	\$ 177.38
		6J7	FACTORY FLASHBACK SYSTEM		
	1	V76	RECOVERY HOOKS	\$ 50.00	\$ 49.00
	1	6J4	HORN/SIREN WIRING CIRCUIT	\$ 55.00	\$ 53.90
	1	6J3	GRILLE LAMP/SPEAKER WIRING CIRCUIT	\$ 92.00	\$ 90.16
	1	6C7	RED/WHITE DOME LIGHT	\$ 170.00	\$ 166.60
	1	9G8	HEADLAMPS, DAYTIME RUNNING DELETE	\$ 50.00	\$ 49.00
	1	PQA	SAFETY PACKAGE	\$ 825.00	\$ 808.50
	1	T53	REAR HATCH LEDS R/B	\$ 565.00	\$ 553.70
		J55	BRAKE SYSTEM, HEAVY DUTY-BREMBO		
		K3W/K6K	HEAVY DUTY DUAL BATTERIES, 850CCA/760 CCA		
	1	NZV	WHEELS, 20"-275/55R20SL UPGRADED	\$ 1,100.00	\$ 1,078.00
		RC1	SKID PLATE FRONT		
		T66	WIRING PROVISIONS FOR OUTSIDE MIRRORS		
		KX4	250 AMP ALTERNATOR		
	1	WX7	WIRING, AUX SPKR	\$ 60.00	\$ 58.80
	1	UN9	RADIO SUPPRESSION PACKAGE	\$ 95.00	\$ 93.10
		UVB	REAR VISION CAMERA		
		UT7	GROUND WIRES		
		UPF	BLUETOOTH		
	1	COLOR	WHITE		
	1	DISC	UNMARKED PACKAGE	\$ 11,599.50	\$ 13,339.43
			RED/WHITE LIGHTS		\$ 75,320.32

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 145 (2026)

**DESIGNATING A POLICE DEPARTMENT 5 TON CARGO TRUCK AS SURPLUS
PROPERTY AND AUTHORIZING ITS TRADE IN**

WHEREAS, the Police Department no longer needs a 1986 M923 5 ton cargo truck with vin # 86K81C523-09091 for public use and may trade it in pursuant to N.J.S.A. 40A:11-36(7); and

WHEREAS, Eastern Surplus & Equipment Co (Vendor), 1331 O'Reilly Drive, Feasterville, PA 19053 has offered a \$1,750.00 credit towards repairs on another vehicle for the trade in; and

WHEREAS, a proposal was reviewed and is recommended by the Police Department; 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 the 1986 M923 5 ton cargo truck with vin # 86K81C523-09091 may be traded in; 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.

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 October 13, 2026.

Shannon D. Romano, Municipal Clerk

Eastern Surplus & Equipment Co.
1331 O'Reilly Drive
Feasterville, PA 19053

INVOICE

Date	Invoice #
8/4/2026	134683-M

Bill To	
Sea Isle City, NJ 233 JFK Blvd. 2nd Floor-Room 222 Sea Isle City, NJ 08243 Attn.- Accounts Payable	
	Customer Phone
	609-263-1780

Ship To
Public Works Garage 401 J.A.L. Way Sea Isle City, NJ 08243 Attn.-John Michael

Rep	S.O. No.	P.O. No.	Terms	Project
DN		M1078A1 service		

Item	Description	Order...	Prev. Inv...	Backor...	Invoiced	U/M	Rate	Amount
Labor	Work performed on customer's M1078A1: Diagnose "No Start Issue"/ Checkout 4 Batteries were Bad and Wired Incorrectly - Replaced and rewired	13.5	0		13.5		185.00	2,497.50T
ALL-5172-N	Battery Terminal Post Style Positive Part Num: MS75004-1 NSN: 5940-00-549-6581	4	0	0	4		5.95	23.80T
ALL-5173-N	Battery Terminal Post Style Negative Part Num: MS75004-2 NSN: 5940-00-549-6583	4	0	0	4		5.00	20.00T
FM-379-U	Battery Retainer for LMTV Military Trucks Part Num: 12420565, 11500137 NSN: 6160-01-433-5002	1	0	0	1		99.00	99.00T

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Eastern Surplus & Equipment Co.
1331 O'Reilly Drive
Feasterville, PA 19053

INVOICE

Date	Invoice #
8/4/2026	134683-M

Bill To	
Sea Isle City, NJ 233 JFK Blvd. 2nd Floor-Room 222 Sea Isle City, NJ 08243 Attn.- Accounts Payable	
Customer Phone	
609-263-1780	

Ship To
Public Works Garage 401 J.A.L. Way Sea Isle City, NJ 08243 Attn.-John Michael

Rep	S.O. No.	P.O. No.	Terms	Project
DN		M1078A1 service		

Item	Description	Order...	Prev. Inv...	Backor...	Invoiced	U/M	Rate	Amount
ALL-5411-O	Set of 4 6TMF 12 Volt Wet Battery Type II Part Num: TYPEII, 3374368, 347/20670, ATPD 2206, 5934818 NSN: 6140-01-446-9506	1	0	0	1		360.00	360.00T
Parts - Non ...	Jumper wires made in house	3	0	0	3		45.00	135.00T

Subtotal \$3,135.30

Sales Tax (6.0%) \$188.12

Total \$3,323.42

Payments/Credits \$0.00

Balance Due \$3,323.42

Eastern Surplus & Equipment Co.
1331 O'Reilly Drive
Feasterville, PA 19053

INVOICE

Date	Invoice #
9/9/2026	134864-M

Bill To	
Sea Isle City, NJ 233 JFK Blvd. 2nd Floor-Room 222 Sea Isle City, NJ 08243 Attn.- Accounts Payable	
	Customer Phone
	609-263-1780

Ship To
Public Works Garage 401 J.A.L. Way Sea Isle City, NJ 08243 Attn.-John Michael

Rep	S.O. No.	P.O. No.	Terms	Project
DN		PO Required		

Item	Description	Order...	Prev. Inv...	Backor...	Invoiced	U/M	Rate	Amount
Labor	Replacement cost for your truck ECM	1	0		1		5,250.00	5,250.00T
Tires	Tire replacement:	4	0	0	4		305.00	1,220.00T
	-4 each goodyear 75% or better x \$305 each							
Parts - Non ...	4 Valve stems	4	0	0	4		59.50	238.00T
Parts - Non ...	4 Orings	4	0	0	4		19.00	76.00T
Labor	Labor to dismount and remount tires and spot paint rims to match truck 4 x \$775.00 each	4	0		4		775.00	3,100.00T
Labor	Disposal for 4 tires x \$100 each	4	0		4		100.00	400.00T
Labor	Trade in of your Black M923 picked up (we will hire a carrier with a self-loading ramp trailer at our expense).	1	0		1		-1,750.00	-1,750.00T
	Provided with clear title.							
	\$1,750.00 credit to be applied to charges for repairs.							

Subtotal	\$8,534.00
Sales Tax (6.0%)	\$512.04
Total	\$9,046.04
Payments/Credits	\$0.00
Balance Due	\$9,046.04

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 146 (2026)

**RESOLUTION OF THE CITY OF SEA ISLE CITY, COUNTY OF CAPE MAY, AND
STATE OF NEW JERSEY AUTHORIZING THE CITY TO ENTER INTO A
SHARED SERVICES AGREEMENT WITH THE BOROUGH OF AVALON AND
DECLARING AN EMERGENCY FOR PURPOSES OF N.J.S.A. 40A:11- 6 AND
N.J.A.C. 5:34-6.1 FOR DREDGING OF TOWNSENDS INLET**

WHEREAS, N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 permit contracting of services without public advertising for bids and bidding therefore, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or performance of services; and

WHEREAS, an emergency has arisen which affects the health, safety, and welfare of the citizens of the City of Sea Isle City, to wit, emergency dredging to be performed at Townsends Inlet; and

WHEREAS, in the opinion of the City's professionals and Mayor, it is necessary to immediately provide for the necessary dredging to ensure that the safety and navigation through the inlet is maintained; and

WHEREAS, Norfolk Dredging Company will be retained to undertake the needed dredging estimated to be one million six hundred thousand dollars (\$1,600,000.00) with two hundred and fifty thousand dollars (\$250,000.00) paid by the County of Cape May, fifty thousand dollars(\$50,000.00) paid by Cape May County Bridge Commission and the remaining amount not to exceed one million three hundred thousand dollars (\$1,300,000.00) to be paid 50% by the Borough of Avalon and 50% by the City of Sea Isle City in the amount not to exceed six hundred and fifty thousand dollars (\$650,000.00) each; and

WHEREAS, the Borough of Avalon shall be lead agency and enter into the necessary contract with Norfolk Dredging Company by way of proposed contract similar to the draft attached to this Resolution; and

WHEREAS, sufficient funding is available as evidenced by the attached Certification of Funds.

WHEREAS, both Sea Isle City and the Borough of Avalon believe that services such as those being contemplated are in the best long-term interest of both municipalities, their residents

and taxpayers; and

WHEREAS, the proposed Shared Services Agreement, attached, has been prepared for dredging the Townsends Inlet and contract with the dredging company as noted aforesaid; and

WHEREAS, Sea Isle City and the Borough of Avalon agree that it is in the mutual interests of the cities 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 Sea Isle City and the Borough of Avalon desire to do same; and

WHEREAS, the Borough of Avalon has adopted, or will adopt, a resolution adopting the Shared Services Agreement to permit Sea Isle City to cooperate with the dredging of Townsends Inlet; and

WHEREAS, dredging services are services which both the Borough of Avalon and Sea Isle City are empowered to provide or receive within their own respective jurisdictions; and

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

1. City Council declares an emergency to exist as detailed above for which emergency services are needed and for which public bidding is not possible and authorizes the payments as called for in the Shared Services Agreement for the work to be performed.
2. The attached Shared Services Agreement to be entered into with Borough of Avalon be and is hereby approved, to be entered into upon approval by the Civil Service Commission and the Borough of Avalon.
3. A true copy of the final, executed Shared Services Agreement will be on file at the office of the Clerk of Sea Isle City and will be available for review by the public during normal business hours.
4. The Mayor, Business Administrator, and City Clerk be and are hereby directed to execute a contract and/or all necessary documents in order to implement this Resolution.

Michael A. 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, October 13, 2026.

Shannon Romano, Municipal Clerk

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- 36 b. The Borough of Avalon communicated these matters to the United States Army
- 37 Corps of Engineers, (USACOE); New Jersey Department of Environmental
- 38 Protection (NJDEP), the New Jersey Department of Transportation (NJDOT), the
- 39 United States Coast Guard (USCG) and the Marine Division of the New Jersey
- 40 State Police.
- 41
- 42 c. The USACOE, the NJDOT and the NJDEP each acknowledged awareness of the
- 43 dangerous condition of the Inlet but asserted that their agency either lacked
- 44 jurisdiction or funding to correct the situation on an immediate basis to protect life
- 45 and property and to permit continued use of the inlet for navigation by both
- 46 commercial, charter, and recreational boaters. Funding and jurisdictional issues
- 47 were further advanced as reasons for not implementing a program of continued
- 48 dredging and maintenance of the Inlet.
- 49
- 50 d. As a result, the conditions have worsened over the summer and many commercial
- 51 and charter captains have expressed fears that at the current level of shoaling, the
- 52 inlet may soon be impassible. These conditions have been documented and are
- 53 filed in the Office of the Avalon Borough Clerk.
- 54
- 55 e. Townsends Inlet is crucial to both commercial and recreational boating. It is the
- 56 only navigable inlet located between Great Egg Inlet to the north and Cape May
- 57 Inlet to the south and, therefore, it is the only navigable inlet serving central Cape
- 58 May County. (Two other inlets – Corson's Inlet and Hereford Inlet – are unmarked
- 59 by channel markers or buoys and have been closed to navigation for many years).
- 60
- 61 f. The Avalon Borough Engineer and the Avalon's Qualified Purchasing Agent (**QPA**)
- 62 have both certified to the Avalon Governing Body that the current conditions
- 63 constitute an emergency such as will permit the award of a contract without public
- 64 advertising or public bidding in accordance with NJS 40A: 11-1 AND 40A:4-46 et
- 65 seq.: and that immediate corrective action is necessary in order to protect persons
- 66 and/or property and to address the emergency condition.
- 67
- 68 g Norfolk Dredging Company, Inc.(Norfolk) is currently engaged in a hydraulic
- 69 beach nourishment project under contract with the USACOE [*Contract No.*
- 70 *W912BU26CA026 Beach Nourishment – Townsend Inlet to Cape May Inlet Cape*
- 71 *May County, New Jersey*] in cooperation with the NJDEP. Norfolk has recently
- 72 completed a beach nourishment project to the north of Avalon and is currently
- 73 engaged in a nourishment project for Avalon. This is part of an approved 50-year
- 74 program for the nourishment of beaches entitled: *THE CONSTRUCTION OF*
- 75 *THE TOWNSENDS INLET TO CAPE MAY INLET, NEW JERSEY SHORE*
- 76 *PROTECTION PROJECT*
- 77
- 78

79 h. The USACOE and NJDEP have agreed to allow Norfolk to temporarily suspend
80 work under the USACOE project described in subsection (g) above to allow for the
81 safe dredging of Townsends Inlet and Norfolk has agreed to dredge the inlet **at the**
82 **same cubic yard cost prevailing under the USACOE Contract.**
83

84
85 g. It is of utmost importance to understand that this emergency dredging of Townsends Inlet
86 is time-sensitive and only possible because of the proximity of the dredge in connection
87 with the ongoing USACOE/NJDEP Project identified in subsection g above. Absent that
88 project, the cost of dredging Townsends Inlet as a stand-alone project would be cost
89 prohibitive for the participating local governmental units due to the requirements for cost
90 and time involved in obtaining permits which might take up to a year or longer to obtain
91 plus the cost of mobilization/demobilization that would be required in addition to the
92 actual cost of dredging the material and identifying a location for the deposit of the
93 dredged material. These considerations underscore the need for an emergency award of
94 a contract. Such contract will correct an imminent threat to public health, safety and
95 welfare and at a beneficial cost savings to the taxpayers.
96

97 h. Appropriate permits have been issued to the Borough by the USACOE and the NJDEP to
98 permit the emergency dredging described herein. And to deposit all dredged material
99 removed from Townsend Inlet on the Avalon beach.
100

101
102
103 **WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et*.
104 *seq.* permits local units to enter into an agreement to provide or receive any service that
105 each local unit participating in the agreement is empowered to provide or receive within
106 its own jurisdiction, and Avalon and Sea Isle desire to do so; and
107

108 **SECTION 1. RECITALS AND FACTUAL FINDINGS**

109 The above recitals are incorporated herein and made a part hereof.
110

111 **SECTION 2. SCOPE OF SERVICES; CONSIDERATION**

112

113 AVALON shall act as the lead agency and shall undertake the following:
114

115 a. Avalon shall authorize its Borough Engineer, Thomas R. Thornton, P.E. of the
116 Mott MacDonald Engineering Firm, to conduct a survey of Townsends Inlet and

prepare a dredging profile which shall serve as the basis for seeking permits from the United States Army Corps of Engineers ("USACOE") and the New Jersey Department of Environmental Protection ("NJDEP" or "DEP") to authorize the dredging of Townsends Inlet by Norfolk Dredging Co., Inc. in accordance with an Emergency Contract to be awarded by Avalon.

b. Avalon shall apply, through its Borough Engineer, for all required permits.

c. Avalon shall enter into a contract with Norfolk Dredging Co. ("Norfolk") for the emergency dredging of Townsends Inlet in accordance with the issued permits and in accordance with the Contract executed by Norfolk Dredging and the Borough of Avalon.

d. The unit price for the dredged materials shall be \$9.20 per cubic yard which is the same unit price established in the competitive bidding process and in the contract awarded to Norfolk Dredging Co. Inc by the USACOE for the current beach nourishment taking place **PROVIDED, HOWEVER, THAT THE TOTAL COST SHALL NOT EXCEED THE SUM OF ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1.6 Million)** which shall be inclusive of and constitute full compensation for all labor, materials, equipment, overhead, profit, taxes, insurance, and other costs, including the sum of \$300,000 for mobilization and demobilization costs necessary to complete the Work, and exclusive of legal and engineering costs, and permit fees, if any, as specified in subsections a, b, and c hereof except as otherwise expressly provided in the Contract Documents.

In addition, payment to the Contractor (Norfolk) shall be calculated as follows:

- 1) Quantities of dredged materials for payment shall be calculated based on before and after dredge surveys from the dredge cut performed by the Contractor's licensed surveyor.
- 2) The Contractor shall dredge material from within the borrow area template prepared by Mott MacDonald, with a bottom width of 200 feet and a depth of 18' NAVD88 plus a two-foot allowable over dredge depth. The Contractor shall not

extend the cutter beyond the 200' bottom width; it is understood that this will result in a varying final bottom width due to side slope material sloughing into the borrow area.

3) Material will be placed and extended along the current USACE beach template. The material will be placed at a minimum of 40 CY/foot.

4) The borrow area plan prepared by Mott MacDonald provides for a dredge volume of 135,800 cubic yards, but it does not account for side slope volume. The Contractor will be compensated for slope volume.

5) The Contractor shall survey the borrow area daily to track the width and quantity of material dredged and shall adjust the template as necessary to allow for the final quantity to remain below 135,800 cubic yards. Adjustments to the template based on daily monitoring shall be made in such a way that reaching this quantity shall not occur prior to the dredge reaching the westerly end of the borrow area.

SECTION 3, EMERGENCY FUNDING; PROJECT COST

3.1 The parties to this Shared Services Agreement shall contribute the following:

County of Cape May	\$ 250,000
Cape May County Bridge Commission	\$ 50,000
Sea Isle City	50% of the remaining project cost but NOT TO EXCEED \$650,000
Borough of Avalon	50% of the remaining project cost but NOT TO EXCEED \$650,000

3.2 The contributions of the COUNTY OF CAPE MAY and that of the CAPE MAY COUNTY BRIDGE COMMISSION shall be fixed and capped at \$250,000 and \$50,000 respectively for a cumulative total of \$300,000.

172 **3.3** After applying the above contributions of the COUNTY OF CAPE MAY
173 and the CAPE MAY COUNTY BRIDGE COMMISSION to the total project cost, the
174 remaining balance will be shared equally by Sea Isle City and Avalon provided,
175 however, that the maximum cost to either Sea Isle or Avalon shall not exceed the
176 sum of \$650,000 per municipality.

177 3.3 Payment shall be made to Avalon by Sea Isle and the other parties within
178 thirty (30) days of Avalon submitting an invoice.

179
180 **SECTION 4. LEGISLATIVE ACTIONS REQUIRED BY PARTIES**

181
182 **4.1 Both Sea Isle City and Avalon** shall if they have not already done so, promptly
183 undertake the following:

- 184 a. Adopt a resolution declaring the existence of an emergency posing an imminent
185 threat to public health, safety, and welfare and within the meaning of the Local
186 Public Contracts Law of New Jersey thereby authorizing the award of a contract
187 without public advertising and competitive bidding
188 b. Adopt a resolution authorizing an emergency appropriation or such other method
189 of payment that will fund the emergency contract and seek approval from the
190 Director of the Division of Local Government Services should such prior approval
191 be required or necessary,
192 c. Adopt a resolution authorizing the execution of this Shared Services Agreement.

193
194 **4.2. The COUNTY OF CAPE MAY and the CAPE MAY COUNTY BRIDGE**
195 **COMMISSION** shall each take similar action as that described in Section 4.1 hereof to
196 the extent that such action is deemed necessary as well as such further and additional
197 action as may be necessary or required to fund this SSA under the applicable law
198 governing such entities.

202 **SECTION 5. EFFECTIVE DATE, DURATION OF CONTRACT, AMENDMENT,**

204 **A. Effective Date**

205 This Agreement shall become effective and binding upon passage of a resolution by
206 each of the parties- to this SSA accepting this agreement and authorizing its execution.

208 **B. Duration**

209 This Agreement is for a term of two (2) months from the date hereof or until completion
210 of the dredging of Townsends Inlet, whichever first occurs. The Agreement may be
211 extended thereafter, if necessary, as mutually agreed by the parties.

213 **C. Amendment**

214 This Agreement may be amended with the mutual consent of the parties, provided that
215 such amendment is reduced to writing, approved by each governing body, and then
216 executed by the Business Administrator of each party and specifies the date the
217 provisions of such amendment shall be effective.

219 **SECTION 6. PUBLIC ENTITY AS AGENT FOR OTHER PUBLIC ENTITIES .**

220 Any party performing a service under this Agreement is the general agent of EACH OF
221 the other party(IES) on whose behalf the service is performed pursuant to this
222 Agreement. Such agents shall have full powers of performance and maintenance of the
223 services contracted for and full powers to undertake any ancillary operation reasonably
224 necessary or convenient to carry out its duties including all powers of enforcement and
225 administration regulation, which are or may be exercised by the party on whose behalf it
226 acts pursuant to this Agreement. [Source: NJS 40A:65-7 d]

227 As lead agency, Avalon is the "general agent" of each of the other parties to this SSA
228 with respect to any action performed by Avalon in accordance with the SSA

230 **SECTION 7. LIABILITY; MUTUAL INDEMNIFICATION; EXCEPTION**

232 **7.1** It is hereby understood and agreed that each party shall each be responsible for
233 the negligence of their own employees, agents, or servants. Each party shall remain

individually responsible for the negligence of their respective employees and agents and neither may seek contribution from the other for such negligence.

7.2 In no event shall any party be liable to another or all part(ies) for any indirect, incidental, exemplary, punitive, or other consequential damages whether or not foreseeable, arising out of or in relation to this agreement even if advised beforehand of the possibility of such liability .Each party shall indemnify and save harmless the other(s) from any claim of any nature or type arising from this SSA or the performance of those services or obligations arising hereunder.

SECTION 8. NOTICES; WHEN DEEMED TIMELY.

Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail or is delivered personally to the other parties at the addresses set forth on the first page of this Agreement, or at such other place as the parties may from time-to-time designate in writing. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

SECTION 9. MODIFICATION OR AMENDMENT.

No change or modification of any covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in the Agreement.

SECTION 10. CONTROLLING LAW.

The Agreement shall be governed by and construed under the laws of the State of New Jersey.

265 **SECTION 11. SEVERABILITY.**

266 The provisions of the Agreement are severable, and it is the intention of the parties
267 hereto that this Agreement cannot take effect in its entirety because of the final
268 judgment of any Court of competent jurisdiction, holding invalid any part or parts
269 thereof, the remaining provisions of the Agreement shall be given full force and effect as
270 completely as if parts held invalid had not been included therein.

271
272 **SECTION 12. JOINT PREPARATION.** This Agreement is deemed to have
273 been jointly prepared by the parties, and any uncertainty or ambiguity existing herein, if
274 any, shall not be interpreted against any party, but shall be interpreted according to the
275 application of the rules of interpretation for arm's-length agreements.

276
277 **SECTION 13. AGREEMENT EXECUTED IN COUNTERPARTS.**

278 This Agreement may be executed in counterparts. Each Party shall execute four (4)
279 copies of this Agreement so that each party will have a copy of this Agreement with
280 original signature pages. Facsimile signature, electronic mail, and/or other digital
281 signatures shall be valid.

282
283
284
285 **SECTION 14. DISPUTE RESOLUTION**

286
287 **14.1** The parties agree to work as partners in effecting the purposes of this agreement
288 and to attempt to resolve any dispute that may arise during the course of this joint
289 undertaking by way of mediation with the use of a mutually agreeable mediator, with
290 each party being responsible for its own costs and fees and equally sharing the cost
291 and fees of the mediator. NJS 40A:65-7 c]

292
293 **14.2** In the event of any dispute as to the amount to be paid under this Shared Services
294 Agreement, the full amount to be paid shall be paid at such time or times as specified
295 herein but if through subsequent negotiation, arbitration or litigation the amount due shall

be determined, agreed or adjudicated to be less than what was actually so paid, then the party having received the payment shall forthwith repay the excess. [NJS 40A:65-7 g]

APPROVED AS TO FORM AND LEGALITY:

Alan I Gould, Esquire
Special Counsel, Borough of Avalon

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date hereinafter stated to be effective as of the day and year first above written.

BOROUGH OF AVALON

John McCorristin, Mayor

ATTEST:

C. Danielle Nollett,
Borough Clerk

CITY OF SEA ISLE CITY

Leonard C. Desiderio, Mayor

ATTEST:

Shannon D. Romano
Municipal Clerk

COUNTY OF CAPE MAY

ATTEST:

Clerk County Board of Commissioners

CAPE MAY COUNTY BRIDGE COMMISSION

Attest:

Secretary, County Bridge Commission



**BOROUGH OF AVALON
CAPE MAY COUNTY, NEW JERSEY**

CONTRACT FOR PUBLIC WORKS

Contract No: **Emergency Contract**
 authorized by Borough Council Resolution _____-2026 (10/7/2026)

Project: **EMERGENCY DREDGING OF TOWNSEND INLET**

Borough Contract No. & Title: **Contract awarded on an emergency basis for the
dredging of Townsends Inlet, in the County of Cape May,
State of New Jersey**

THIS AGREEMENT made as of the day of **October** 2026, by and between

THE BOROUGH OF AVALON, a Municipal Corporation of the State of New Jersey with offices
located at the Avalon Municipal Building, 3100 Dune Drive, Avalon, New Jersey 08202,
hereinafter referred to as "Municipality" or "Borough",

AND

NORFOLK DREDGING CO., Inc

[ADDRESS]

[City, State Zip Code]

Hereinafter referred to as "Norfolk" or "Contractor"

WITNESSETH:

WHEREAS, the Borough has determined that certain public improvements are necessary on an
emergency basis for the benefit of the public health, safety and welfare as hereinafter
described:

- a- Beginning in the spring of 2026, complaints were received from commercial, charter, and
recreational boaters that Townsends Inlet located between Sea Isle City and the Borough
of Avalon in Cape May County, New Jersey was becoming severely and dangerously

31 shoaled to such an extent that parts of the inlet were no longer safely navigable and the
32 use of the inlet posed an imminent threat to life and property.
33

34 b. The Borough of Avalon communicated these matters to the United States Army Corps of
35 Engineers, (USACOE); New Jersey Department of Environmental Protection (NJDEP), the
36 New Jersey Department of Transportation (NJDOT), the United States Coast Guard (USCG)
37 and the Marine Division of the New Jersey State Police.
38

39 c. The USACOE, the NJDOT and the NJDEP each acknowledged awareness of the dangerous
40 condition of the Inlet but asserted that their agency either lacked jurisdiction or funding
41 to correct the situation on an immediate basis to protect life and property and to permit
42 continued use of the inlet for navigation by both commercial, charter, and recreational
43 boaters. Funding and jurisdictional issues were further advanced as reasons for not
44 implementing a program of continued dredging and maintenance of the Inlet.
45

46 d. As a result, the conditions have worsened over the summer and many commercial and
47 charter captains have expressed fears that at the current level of shoaling, the inlet may
48 soon be impassible. These conditions have been documented and are filed in the Office
49 of the Borough Clerk.
50

51 e. Townsends Inlet is crucial to both commercial and recreational boating. It is the only
52 navigable inlet located between Great Egg Inlet to the north and Cape May Inlet to the
53 south. (Two other inlets – Corson’s Inlet and Hereford Inlet – are unmarked by channel
54 markers or buoys and have been closed to navigation for many years).
55

56 f. The Avalon Borough Engineer and the Borough’s Qualified Purchasing Agent have both
57 certified to the Avalon Governing Body that the current conditions constitute an
58 emergency such as will permit the award of a contract without public advertising or public
59 bidding in accordance with NJS 40A: 11-1 AND 40A:4-46 et seq.: and that immediate
60 corrective action is necessary in order to protect persons and/or property and to address
61 the emergency condition.
62

63 g Norfolk Dredging Company, Inc.(Norfolk) is currently engaged in a hydraulic beach
64 nourishment project under contract with the USACOE [Contract No. W912BU26CA026
65 Beach Nourishment – Townsend Inlet to Cape May Inlet Cape May County, New Jersey]
66 in cooperation with the NJDEP. Norfolk has recently completed a beach nourishment
67 project to the north of Ávalon and is currently engaged in a nourishment project for
68 Avalon. This is part of an approved 50-year program for the nourishment of beaches
69 entitled: *THE CONSTRUCTION OF THE TOWNSENDS INLET TO CAPE MAY*
70 *INLET, NEW JERSEY SHORE PROTECTION PROJECT*
71
72

- 73 g. The USACOE and NJDEP have agreed to allow Norfolk to temporarily suspend work under
74 the USACOE project described in subsection (g) above to allow for the safe dredging of
75 Townsends Inlet and Norfolk has agreed to dredge the inlet **at the same cubic yard cost**
76 **prevailing under the USACOE Contract.**
77
- 78 h. It is of utmost importance to understand that this emergency dredging of Townsends
79 Inlet is time-sensitive and only possible because of the proximity of the dredge in
80 connection with the ongoing USACOE/NJDEP Project identified in subsection g above.
81 Absent that project, the cost of dredging Townsends Inlet as a stand-alone project would
82 be cost prohibitive for the participating local governmental units due to the
83 requirements for cost and time involved in obtaining permits which might take up to a
84 year or longer to obtain plus the cost of mobilization/demobilization that would be
85 required in addition to the actual cost of dredging the material and identifying a location
86 for the deposit of the dredged material. These considerations underscore the need for
87 an emergency award of a contract. Such contract will correct an imminent threat to
88 public health, safety and welfare and at a beneficial cost savings to the taxpayers.
89
- 90 i. Appropriate permits have been issued to the Borough by the USACOE and the NJDEP to
91 permit the emergency dredging described herein. And to deposit all dredged material
92 removed from Townsend Inlet on the Avalon beach.
93

94 **WHEREAS**, in reliance on the aforesaid certification. Avalon Borough Council, the Governing
95 Body of the Borough of Avalon at a Meeting held on **October 14, 2026** approved the
96 following:

- 97 1. The Declaration of an Emergency pursuant to Resolution adopted in accordance with
98 NJS 40A: 11-1 which authorized this Contract
99
- 100 2. An Emergency Appropriation pursuant to NJS 40A: 4-46 *et seq.* to fund the emergency
101 contract subject to and conditioned upon the City of Sea Isle City, and one or more
102 other local units undertaking similar action and contingent upon both Sea Isle City and
103 the Borough of Avalon authorizing a Shared Services Agreement to fund and administer
104 the project with the Borough of Avalon acting as Lead Agency.
105
- 106 3. The award of an Emergency Contract to Norfolk Dredging Company, Inc pursuant to
107 the applicable provisions of the New Jersey Local Public Contracts Law governing
108 emergency purchases/contracts with the Borough of Avalon acting as Lead Agency.
109
- 110 4. A Shared Services Agreement with Sea Isle City, the County of Cape May, and the Cape
111 May County Bridge Commission in accordance with the New Jersey Uniform Shared
112 Services Act.

113

114 **NOW, THEREFORE, in consideration of the mutual covenants and agreements contained**
115 **herein, the parties agree as follows:**

116 **1. SCOPE OF SERVICES; UNAUTHORIZED WORK; BOROUGH**
117 **REPRESENTATIVE**

118 1.1 The Borough hereby engages Norfolk for the emergency dredging of Townsends Inlet, in
119 the County of Cape May, State of New Jersey

120 1.2 The dredging shall be conducted in accordance with a dredging profile prepared by Mott
121 MacDonald Engineers and approved by the USACOE and the NJDEP and in accordance with
122 permits issued by said agencies or either of them.

123 1.3 The sand to be removed from Townsends Inlet shall be pumped and deposited on the
124 beachfront in Avalon at or about 10th to 15th Streets or at such other location as determined by
125 the mutual agreement of the USACOE and/or NJDEP and the Borough. In no case, however, will
126 the fill extend past station 45+00 of the USACOE Plans.

127 1.4 The Contractor shall not perform work outside the scope of the Contract or incur
128 additional costs on behalf of the Borough without prior written authorization in accordance
129 with Section 14.

130 1.5 No oral direction from a municipal employee, inspector, or other representative shall
131 authorize an increase in the Contract Price unless approved in the manner required by law.

132 1.6 The Borough Representative in all matters pertaining to this emergency contract be the
133 Borough Engineer, Thomas R. Thornton, P.E. of the engineering firm of Mott MacDonald.

134 1.7 **Contact Documents :** This contract includes the following:

- 135 (1) this contract;
136 (2) the technical specifications which are part of Contract No. W912BU26CA026 -
137 Beach Nourishment – Townsend Inlet to Cape May Inlet Cape May County, New Jersey;
138 (3) Resolution of both Sea Isle City and the Borough declaring the existence of an
139 emergency within the meaning of NSA 40A:11-1 et seq.;
140 (3) Resolution of both municipalities approving an appropriation – emergency or
141 otherwise – to fund the emergency dredging project

142

143 **2. CHANGES IN THE WORK**

2.1 Written Change Orders

The Municipality may, through its authorized representative and subject to applicable law, order changes in the Work, including additions, deletions, substitutions, or modifications to the plans and specifications.

No change shall be binding upon the Borough unless authorized in writing by the governing body or other municipal official having lawful authority to approve the change and documented by a written change order.

Each change order shall specify, as applicable:

- a. The nature and extent of the change;
- b. The adjustment, if any, to the Contract Price;
- c. The adjustment, if any, to the time for performance; and
- d. The source of funding and required approvals.

2.2 Pricing of Changes

Changes shall be priced using the applicable contract unit prices, agreed lump-sum prices, or another method authorized by the Contract Documents and applicable law.

The Contractor shall submit a detailed breakdown of proposed additional costs, including labor, materials, equipment, subcontractor costs, overhead, and profit.

No payment shall be due for unauthorized extra work.

3. TERM

The Contractor shall complete the nourishment of the Avalon beach and shall immediately move the dredge into Townsends Inlet to complete the work described herein. The work shall be completed without interruption once started except for weather or mechanical issues.

4. CONTRACT PRICE AND PAYMENT

4.1 The Borough agrees to pay the Contractor for the satisfactory performance and completion of the Work the following amount:

Contractor shall be paid at the same unit price (\$9.20 per cubic yard) as applies to the ongoing beach nourishment project commonly known as W912BUCA026 Townsends Inlet to Cape May Inlet.

4.2 The price for the services to be performed under this contract shall be calculated at the approved unit price in the USACOE Contract, which is \$9.20 per cubic yard. The quantity of dredge material to be removed shall conform to the approved engineering template prepared by Mott MacDonald Engineers based upon the verified quantity of sand removed from the inlet and deposited on the Avalon beach. In no event shall this contract **EXCEED THE SUM OF ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1.6 Million)** which shall be inclusive of and constitute full compensation for all labor, materials, equipment, overhead, profit, taxes, insurance, and other costs, including \$ 300,000 for mobilization and demobilization costs necessary to complete the Work, except as otherwise expressly provided in the Contract Documents.

4.3 For unit-price contracts, payment shall be based upon actual quantities measured and accepted in accordance with the Contract Documents and the accepted bid schedule. The estimated quantities in the bid shall not constitute a guarantee of the quantities to be ordered or paid.

4.4 Contractor shall submit its invoice which shall be reviewed and approved by the Avalon Borough Engineer who is sometimes referred to as the Project Engineer.

4.5 Payment shall be conditioned upon Contractor's compliance with this Agreement and based upon the submission of all documents and certificates required to be submitted by Contractor pursuant to this Contract.

4.6 Quantities of dredged materials for payment shall be calculated based on before and after dredge surveys from the dredge cut performed by the Contractor's licensed surveyor.

4.7 The Contractor shall dredge material from within the borrow area template prepared by Mott MacDonald, with a bottom width of 200 feet and a depth of 18' NAVD88 plus a two-foot allowable over dredge depth. The Contractor shall not extend the cutter beyond the 200' bottom width; it is understood that this will result in a varying final bottom width due to side slope material sloughing into the borrow area.

4.8 Material will be placed and extended along the current USACE beach template. The material will be placed at a minimum of 40 CY/foot.

4.9 The borrow area plan prepared by Mott MacDonald provides for a dredge volume of 135,800 cubic yards, but it does not account for side slope volume. The Contractor will be compensated for slope volume.

4.10 The Contractor shall survey the borrow area daily to track the width and quantity of material dredged and shall adjust the template as necessary to allow for the final quantity to remain below 135,800 cubic yards. Adjustments to the template based on daily monitoring shall be made in such a way that reaching this quantity shall not occur prior to the dredge reaching the westerly end of the borrow area.

208

209 **5. MONTHLY PAYMENT APPLICATIONS**

210 5.1 The Contractor may submit written applications for partial payment on a monthly basis.

211 Each application shall include:

- 212 1. A description of the Work performed during the billing period.
- 213 2. The quantities of work completed and the applicable contract unit prices where
- 214 applicable.
- 215 3. The value of materials properly incorporated into the Work or otherwise eligible for
- 216 payment under the Specifications.
- 217 4. The amount previously paid and the amount currently requested.
- 218 5. Any required certified payroll records, lien waivers, subcontractor payment
- 219 certifications, and other supporting documentation.

220 5.2 The Project Engineer shall review the application and certify the amount of Work

221 satisfactorily performed.

222 5.3 Payment shall be made within the period required by applicable New Jersey law

223 following receipt of a properly submitted and approved payment application, subject to lawful

224 withholding and retainage.

225 **5.4 Final Payment**

226 Final payment shall not become due until:

- 227 a. The Work has been completed and accepted by the Borough;
- 228 b. All punch-list items and deficiencies have been corrected;
- 229 c. The Contractor has submitted all required warranties, operating manuals, as-built drawings,
- 230 certifications, and releases;
- 231 d. The Contractor has provided evidence of payment of subcontractors and suppliers, as
- 232 required by the Contract Documents; and
- 233 e. All other closeout requirements have been satisfied.

234 Acceptance or final payment shall not relieve the Contractor of obligations relating to latent

235 defects, warranties, indemnification, or other obligations that expressly survive completion.

236

6. PREVAILING WAGES AND PUBLIC WORKS COMPLIANCE

6.1 Prevailing Wage Act

The Contractor shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and all applicable rules and regulations.

Where the Act applies, the Contractor shall pay each worker employed in the performance of the Work not less than the prevailing wage rate applicable to the worker's craft, classification, and locality, as determined by the New Jersey Department of Labor and Workforce Development.

The prevailing wage determination applicable to the Project shall be incorporated into the Contract Documents as Exhibit B and updated or supplemented as required by law.

6.2 Prevailing Wage Violations

In accordance with N.J.S.A. 34:11-56.27, if it is determined that any worker employed by the Contractor or a subcontractor has been paid less than the required prevailing wage, the Borough may terminate the Contractor's or subcontractor's right to proceed with the Work, or the affected portion thereof, and prosecute the Work to completion or otherwise.

The Contractor and its sureties shall be liable for excess costs occasioned thereby to the extent provided by law.

6.3 Certified Payroll Records

The Contractor and all subcontractors shall maintain accurate payroll records and submit certified payroll reports and other documentation required by the Department of Labor and Workforce Development and the Contract Documents.

The Borough and its authorized representatives shall have access to such records to the extent permitted by law.

6.4 Public Works Contractor Registration

The Contractor shall maintain all registrations required under the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

All subcontractors required to be registered shall possess valid registration certificates before performing covered Work.

The Contractor shall provide proof of registration for itself, and all applicable subcontractors as required by law and the bidding documents.

The Contractor shall immediately notify the Borough of any suspension, revocation, expiration, or other change affecting its registration or that of a subcontractor.

6.5 Additional Labor Requirements

The Contractor shall comply with all applicable federal, State, and local labor laws, including applicable requirements relating to occupational safety, apprenticeship, equal employment opportunity, and worker classification.

The Contractor shall be responsible for compliance by its subcontractors and lower-tier subcontractors.

7. INDEPENDENT CONTRACTOR STATUS.

The services to be provided by the CONTRACTOR shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that CONTRACTOR is not an employee of the BOROUGH and shall not be considered as such for any purpose. All payments made by the BOROUGH to CONTRACTOR pursuant to this Contract shall be gross payments. No deductions shall be made therefrom for taxes or payroll deductions.

8. INDEMNIFICATION; INSURANCE.

8.8.1 Indemnification.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, save harmless and defend the BOROUGH, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the BOROUGH, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused ~~or alleged to have been caused~~ in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the BOROUGH, either individually or jointly with CONTRACTOR for or on account of any damage or injury to any person or persons or property, caused ~~or occasioned or alleged to have been caused~~ by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence ~~or alleged negligence~~ in safeguarding the work area, or through any act, omission or fault ~~or alleged act, omission or fault or alleged act, omission or fault~~ of the CONTRACTOR, its employees, Subcontractors or agents or others under the Contractor's Contract.

This obligation shall not require the Contractor to indemnify or hold harmless any indemnitee for that indemnitee's own negligence or willful misconduct, except to the extent otherwise expressly permitted by law.

The indemnification obligations shall survive completion or termination of this Agreement to the extent applicable to acts or omissions occurring during performance of the Work.

8.2 Insurance.

Notwithstanding the indemnification and defense obligations of the CONTRACTOR, CONTRACTOR shall purchase and maintain such insurance described below and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

8.3 Borough as Additional Insured

CONTRACTOR shall be required to name the BOROUGH as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the BOROUGH with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the BOROUGH has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, CONTRACTOR shall be required to provide the BOROUGH with a Certificate of Insurance indicating the continuation of insurance coverage and designating the BOROUGH as an "Additional Insured".

8.4 Insurance Limits of Coverage

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the CONTRACTOR, the CONTRACTOR shall provide at its own cost and expense proof of the following insurance to the "BOROUGH".

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million 00.000dollars. BOROUGH shall be named as "Additional Insured".

c. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

8.5 Failure by the CONTRACTOR to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract.

8.6 The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "BOROUGH". The CONTRACTOR shall take no action to cancel or materially change any of the insurance required under this Contract without the "Borough's" prior approval. The maintenance of insurance under this section shall not relieve the CONTRACTOR of any liability greater than the limits or scope of the applicable insurance coverage.

9. DEFAULT AND TERMINATION:

9.1 This Contract may be terminated by either party upon the default of the other party as provided in this Contract or in the attachments and addenda hereto, if any, or as provided by general law of the State of New Jersey.

9.2 Upon termination of services, the CONTRACTOR shall surrender to the BOROUGH, all documents and records in connection with any work for which compensation has been paid by the Borough of Avalon, or true and accurate copies of same, together with all BOROUGH property and a status report within 60 days of termination UNLESS THE CIRCUMSTANCES REQUIRE AN EARLIER REPORT IN ORDER TO AVOID ANY HARM OR PREJUDICE TO THE BOROUGH. All partially completed work and services shall be compensated by the Borough of Avalon on the basis of the actual time and material expenses incurred by the CONTRACTOR.

9.3 Events of Default

The following shall constitute events of default:

- a. Failure to prosecute the Work diligently or in accordance with the approved schedule;
- b. Failure to furnish or maintain required bonds, insurance, or registrations;
- c. Failure to pay subcontractors, suppliers, or workers as required by law;
- d. Persistent failure to comply with the Contract Documents or written directives of the Borough or Project Engineer;
- e. Abandonment of the Work or failure to maintain adequate labor, materials, or equipment;
- f. Material misrepresentation in connection with the bid or performance of the Contract; or
- g. Any other material breach of this Agreement.

9.4 Notice and Opportunity to Cure

Except where immediate action is reasonably necessary to protect public health, safety, property, or the Borough's legal interests, the Borough shall provide written notice specifying the default and allow the Contractor ____ calendar days to commence corrective action and diligently cure the default.

The Borough may provide a longer or shorter cure period where warranted by the circumstances and permitted by law.

9.5 Termination for Default

If the Contractor fails to cure a material default within the applicable cure period, the Borough may, subject to applicable law and the Contract Documents:

1. Terminate the Contractor's right to proceed with all or a portion of the Work.
2. Take possession of materials and equipment to the extent permitted by the Contract Documents and law.
3. Require the surety to perform its obligations under the applicable bond.
4. Complete the Work by contract or other lawful means.
5. Recover excess completion costs and other damages recoverable under this Agreement and applicable law.

The Contractor shall be liable for the reasonable excess costs of completion, subject to the terms of the performance bond and applicable law.

9.6 Suspension of Work

The Borough may order a suspension or temporary stoppage of all or part of the Work when necessary for public safety. ~~coordination, funding, permitting, or other legitimate municipal purposes.~~

The Contractor shall comply with the written suspension order and protect the Work during the suspension.

Any adjustment in Contract Price or time shall be determined in accordance with the Contract Documents and applicable law.

In no case shall this bind the contractor beyond November 2026.

10. AFFIRMATIVE ACTION REQUIREMENTS; OTHER NON-DISCRIMINATORY PROVISIONS

10.1 CONTRACTOR acknowledges that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey. Accordingly, during the term of this Contract and during the performance of all duties under this Contract, the CONTRACTOR agrees to comply with N.J.S.A. 10-5-31 et seq. and N.J.A.C. 17:27, AND P.L. 1975 c, 127. Without limiting the general nature of the foregoing, Contractor shall agree to the following:

- a. Contractor shall submit an Affirmative Action Employee Information Report (Form AA-302) or must show evidence of having a federal Affirmative Action Plan approval letter.
- b. Contractor agrees not to discriminate in employment practices and to take affirmative action to ensure equal opportunity employment
- c. In the performance of this PSC, Contractor shall be required to adopt policies prohibiting discrimination on the basis of race, creed, color, national origin, ancestry, age, marital status, sexual orientation, gender identity, or disability in accordance with New Jersey's Law Against Discrimination (N.J.S.A. 10:5-1 et seq.)
- d. Contractor shall perform this contract in such a manner as to ensure compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 et seq.)
- e. Contractor agrees and acknowledges that this PSC includes, by this reference, the mandatory Equal Employment Opportunity (EEO) Language outline in N.J.A.C. 17:27-3.5 and Contractor agrees to comply with such EEO requirements.
- f. Contractor acknowledges that Contractor is required to comply with the Diane B. Allen Equal Pay Act (N.J.S.A. 34:11-56.14).
- g. Contractor shall comply with the Affirmative Action Statement attached as Exhibit B.

11. ASSIGNMENT PROHIBITED

The Contractor shall not assign, transfer, or otherwise dispose of this Agreement or any interest herein without the prior written consent of the Borough and compliance with applicable law.

No assignment shall release the Contractor from its obligations under this Agreement.

12. SAFETY AND PROTECTION OF THE PUBLIC

12.1 Safety Obligations

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

The Contractor shall comply with applicable OSHA requirements, traffic-control standards, permit conditions, and all applicable federal, State, and local safety laws.

12.2 Traffic and Public Access

The Contractor shall prepare and implement a traffic-control and public-safety plan acceptable to the Borough and Project Engineer.

The Contractor shall provide and maintain all necessary barricades, warning signs, temporary lighting, flaggers, detours, and other protective measures.

The Contractor shall maintain access for emergency vehicles and coordinate any road closures or utility interruptions with the Borough.

12.3 Protection of Property

The Contractor shall protect municipal property, public utilities, adjoining properties, and existing improvements from damage resulting from its operations.

Any damage caused by the Contractor shall be repaired promptly and at its sole expense.

13. RECORDS, AUDIT, AND PUBLIC RECORDS

13.1 Project Records

The Contractor shall maintain accurate records of labor, materials, equipment, subcontractor payments, change orders, payroll, and other matters relating to the Work.

Such records shall be retained for the period required by applicable law and the Contract Documents.

The Borough, its auditors, and other authorized governmental representatives may examine relevant records to the extent permitted by law.

13.2 New Jersey Open Public Records Act

The Contractor acknowledges that the Borough is subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and applicable common-law disclosure requirements.

Nothing in this Agreement shall require the Borough to withhold a record that is required to be disclosed by law.

The Contractor shall identify information it believes is confidential or proprietary and provide the legal basis for such designation. The Borough shall determine disclosure in accordance with applicable law.

13.3 Public Contract Requirements

The Contractor shall comply with all applicable statutory and contractual requirements relating to ownership disclosure, business registration, affirmative action, non-collusion, pay-to-play, and other certifications required for the award and performance of the Contract.

The applicable forms and certifications shall be incorporated into the Contract Documents.

14 MISCELLANEOUS; GENERAL REQUIREMENTS.

(A) This Contract shall be construed in accordance with the laws of the State of New Jersey.

(B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns. [See 9 (H) below.]

(C) Section Headings. The section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any, or all of the provisions of this Agreement.

(D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

(E) Entire Agreement/Modification. This Agreement, including the Resolution authorizing the same constitutes the entire agreement between the parties with respect to the subject

matter herein and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written. This Agreement may not be modified in any way, except by a written instrument executed by each.

(F) Entire Agreement/Modification. This Agreement, including the Resolution authorizing the same constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written. This Agreement may not be modified in any way, except by a written instrument executed by each.

(G) Benefits; Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, both the BOROUGH and CONTRACTOR, their respective heirs, personal representatives, legal representatives, successors and assigns.

(H) Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part of it, all of which are inserted conditionally on their being valid in law. Except as is otherwise provided above, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, then, in any such event, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted.

(I) Waivers. The waiver by either party of a breach or violation of any term or provision of this Agreement by the other party shall not operate, nor be construed as a waiver of any subsequent breach or violation of any provision of this Agreement, nor of any other right or remedy.

(K) Counterparts; Electronic and Facsimile Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email in portable document format (PDF), or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties agree that electronic signatures shall be considered as valid and enforceable as original signatures in accordance with applicable law.

(L) All notices, correspondence, and other documents shall be directed to the parties at the address indicated above unless a different address is provided, in writing, by either party sent to the other party.

(M) Upon expiration of the term of this Contract, or upon the sooner termination as herein provided, all documents and records in connection with any work for which compensation has been paid by the Borough of Avalon, or for which payment is or may be due from the Borough,

or true and accurate copies of same, together with all BOROUGH property and a status report within 60 days of termination UNLESS THE CIRCUMSTANCES REQUIRE AN EARLIER REPORT IN ORDER TO AVOID ANY HARM OR PREJUDICE TO THE BOROUGH. All partially completed work and services shall be compensated by the Borough of Avalon on the basis of the actual time and material expenses incurred by the CONTRACTOR.

15. BUSINESS REGISTRATION CERTIFICATE (BRC)

15.1 Statutory Requirements

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

during the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

15.2 CONTRACTOR shall file with the BOROUGH a current and valid "Business Registration Certificate" (BRC) issued by the State of New Jersey which must remain valid during the term of this contract, and which will remain on file with the Borough's Department of Revenue & Finance. Failure to provide such BRC or to keep such current shall be cause for the termination of this contract.

16 POLITICAL CONTRIBUTION DISCLOSURE.

A. This contract has been awarded to the CONTRACTOR based on the merits and abilities of the CONTRACTOR 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 the CONTRACTOR, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Avalon if a member of that political party is serving in an elective public office of the Borough of Avalon when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Avalon when the contract is awarded.

SIGNATURES APPEAR ON THE NEXT PAGE.

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584 **IN WITNESS WHEREOF**, the parties have caused this contract to be signed and to be effective as
585 of the day and year first above written.

586

BOROUGH OF AVALON

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John McCorristin, Mayor

589 ATTEST:

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591 _____
C. Danielle Nollett, Borough Clerk

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NORFOLK DREDGING CO., INC

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595

President

596 WITNESS OR ATTEST:

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599 Print Name and Title: _____

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602 **APPROVED AS TO FORM AND LEGALITY:**

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604 _____
Alan I Gould, Esquire

605 **Special Counsel – Borough of Avalon**

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