



A G E N D A
REORGANIZATION MEETING
OF THE CITY COUNCIL OF THE CITY OF CAPE MAY, NJ
Tuesday, January 6, 2026 at 4:00 P.M.

CALL TO ORDER – Pledge of Allegiance to the Flag

CLERK'S ANNOUNCEMENTS

Open Public Meetings Law P.L. 1975, Chapter 231 of the State of New Jersey (Sunshine Law)

Under the Open Public Meetings Law, notice of this meeting was sent to the Cape May County Herald and the Press of Atlantic City, and a copy of the agenda was delivered to each member of City Council, and posted on the Cape May City website and Cape May City Hall bulletin board.

Notice is hereby provided that Cape May City Council Meetings are audio recorded and video streamed live. Live video streams are posted to the Cape May City website. The City of Cape May is not responsible if audio recording or live video streaming of a meeting is unavailable.

ROLL CALL

INVOCATION

NOMINATIONS

Nominations for Deputy Mayor

01-01-2026 Resolution for Election of Deputy Mayor

Oath of Office administered to Deputy Mayor – Sworn in by City Clerk Erin C. Burke

02-01-2026 Resolution Appointing City Solicitor and Authorizing the Execution of Professional Services Contract for Same – Christopher Gillin-Schwartz, Esquire

Nominations for Various Board and Commission Liaison Members

03-01-2026 Resolution for Appointment of Class III Planning Board Member – Maureen K. McDade

04-01-2026 Resolution for Appointment of Washington Street Mall Business Improvement District Management Company, Inc. Board Member – Lorraine M. Baldwin

05-01-2026 Resolution for Appointment of City of Cape May Historic Preservation Commission Board Liaison – Lorraine M. Baldwin

06-01-2026 Resolution for Appointment of City of Cape May Shade Tree Liaison – Shaine P. Meier

07-01-2026 Resolution for Appointment of City of Cape May Environmental Commission Liaison - Steve Bodnar

08-01-2026 Resolution for Appointment of City of Cape May Beach Safety Committee Liaison - Lorraine M. Baldwin

09-01-2026 Resolution for Bicycle Pedestrian Advisory Committee Liaison – Steve Bodnar

10-01-2026 Resolution for Municipal Taxation and Revenue Advisory Committee Liaison-Maureen K. McDade

CONSENT AGENDA

11-01-2026 Resolution Designating Official Newspapers for the Year 2026 in the City of Cape May- Cape May County Herald, Cape May Star and Wave, and Press of Atlantic City

12-01-2026 Resolution Establishing 2026 Business Hours for City Hall in the City of Cape May

13-01-2026 Resolution Designating Meeting Day and Place for Council Meetings of the City of Cape May

14-01-2026 Resolution Establishing 2026 Scheduled Holidays for the City of Cape May

15-01-2026 Resolution Authorizing the City Clerk to Issue Bingo and Raffle Licenses throughout the Year to Qualified Organizations

16-01-2026 Resolution Approving list of Peddlers' Designated Locations

17-01-2026 Resolution Authorizing the Tax Assessor to File a Petition of Appeal and Stipulation of Settlement for the Tax Year 2026 with the Cape May County Board of Taxation

18-01-2026 Resolution Designating Public Agency Compliance Officer

19-01-2026 Resolution for Appointing Members of Various Boards and Commissions of the City of Cape May

20-01-2026 Resolution Supporting Continued Participation in the Sustainable Jersey TM Municipal Certification Program – Cape May City Green Team

21-01-2026 Resolution Appointing Members of the Cape May City Creative Team

22-01-2026 Resolution for the Appointment of a Volunteer Harbor Master in the City of Cape May

23-01-2026 Resolution Appointing Honorary Non-Voting Members to the Cape May City Environmental Commission

24-01-2026 Resolution Confirming City Advisory Committees for the 2026 Calendar Year and a Uniform Policy for Annual Confirmation of Committees and their Membership

25-01-2026 Resolution Proclaiming Dr. Sylvia Kuhner Baer as the Cape May City Poet Laureate for the Year 2026

26-01-2026 Resolution Recognizing the Congress Street Brass Band as the Official Band for the City of Cape May

27-01-2026 Resolution Authorizing and Encouraging Unpaid Internship and Volunteer Opportunities within All Cape May City Departments

28-01-2026 Resolution Affirming Rate of Interest on Delinquent Taxes and Assessments and Fixing a Six (6%) Percent Penalty on Delinquent Taxes and Municipal Charges for the Year 2026

29-01-2026 Resolution Authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40a:11-12a

30-01-2026 Resolution Granting Authority for Approval of Certain Purchases through New Jersey State Contracts and/or Purchasing Cooperatives for 2026

31-01-2026 Resolution Granting Authority for Approval of Certain Purchases in Excess of the Bid Threshold Through New Jersey State Contracts and/or Purchasing Cooperatives for 2026

32-01-2026 Resolution Concerning Deferred School Tax Levy – City of Cape May School District

33-01-2026 Resolution Concerning Deferred School Tax Levy – City of Cape May – Lower Cape May Regional School District

34-01-2026 Resolution Approving the 2026 Cash Management Plan for the City of Cape May

35-01-2026 Resolution Approving the 2026 Temporary Budget

36-01-2026 Resolution Authorizing Payment of 2026 County Taxes (First & Second Quarters) and 2025 Added Taxes

37-01-2026 Resolution Authorizing Electronic Payment of 2026 Debt Service

38-01-2026 Resolution Authorizing 2026 Animal Shelter Payments to Cape May County

39-01-2026 Resolution Authorizing Electronic Payment of 2026 Pension Amounts Due April 1, 2026

40-01-2026 Resolution Authorizing Electronic Payment of 2026 School Taxes to Lower Cape May Regional Board of Education

41-01-2026 Resolution Authorizing Electronic Payment of 2026 Local School Taxes to Cape May Board of Education

42-01-2026 Resolution Designating Cape Regional Urgent Care as the Official Physician for the City of Cape May and Authorizing a One-Year Contract Therefor

43-01-2026 Resolution Authorizing the Appointment of Paul J. Baldini, Esquire, as Conflict Counsel for the City of Cape May

44-01-2026 Resolution for Appointment of Municipal Public Defender and Authorizing the Execution of Professional Services Contract for Same - Michael A. Sorenson, Esquire

45-01-2026 Resolution for Appointment of City Prosecutor and Authorizing Execution of Professional Services Contract for Same- Kyle D. Weinberg, Esquire

46-01-2026 Resolution for Appointment of Bond Counsel, Archer and Greiner P.C. as the Cape May City Bond Counsel and Authorizing the Execution of Professional Services Contract for Same

47-01-2026 Resolution Approving and Authorizing the Execution of an Agreement for Professional Services with Brown & Connery for Labor Counsel Services

48-01-2026 Resolution Approving Professional Services Agreement for Special Projects Engineer- Engineering Design Associates, P.A.

49-01-2026 Resolution Approving Professional Services Agreement for Special Projects Engineer- DeBlasio & Associates

50-01-2026 Resolution for Appointment of Engineer for Inspection of Projects Approved by Cape May City Planning and/or Zoning Board of Adjustment – Hurless Planning & Engineering, LLC

51-01-2026 Resolution Approving an Agreement between the City of Cape May and James M. Rutala Associates, LLC for Consulting Services

52-01-2026 Resolution for Appointment of Risk Management Consultant Atlantic County Municipal Joint Insurance Fund – Charles Pessagno of Marsh & McLennan Agency in a Required Disclosure Manner

53-01-2026 Resolution for Appointment of Municipal Auditor and Authorizing the Execution of a Professional Services Contract for Same- Leon P. Costello, CPA, RMA

54-01-2026 Resolution Appointing Sean P. Canning as the Qualified Purchasing Agent to Exercise the Duties of a Purchasing Agent Pursuant to N.J.S.A. 40a:11-9 in the City of Cape May

55-01-2026 Resolution Authorizing Award of Contract for Technology Management Services to Barber Consulting Services, LLC

56-01-2026 Resolution Authorizing Professional Services Contract for Animal Control Services – Animal Control of South Jersey

57-01-2026 Resolution Authorizing a Contract for Professional Services to Surenian, Edwards, Buzak & Nolan LLC for Affordable Housing Counsel to the City of Cape May

58-01-2026 A Resolution Approving an Agreement between the City of Cape May and Triad Associates for Consulting Services

59-01-2026 Resolution Authorizing the Appointment of Triad Advisory Services, Inc. as the Affordable Housing Administrative Agent and Authorizing the Execution of an Agreement for Professional Services

60-01-2026 Resolution Affirming Authorization for CME Associates as Special Projects Engineer for Ongoing City Projects

61-01-2026 Resolution Affirming Authorization for Colliers Engineering & Design as Special Project Engineer for Ongoing City Projects

62-01-2026 Resolution Approving Professional Services Agreement for Special Projects Architect - Robbie Conley Architect, LLC

63-01-2026 Resolution Authorizing Professional Services Agreement with Taylor Engineering Inc. for Engineering Services

64-01-2026 Resolution Authorizing a Contract for Professional Services to CBIZ Benefits & Insurance Services, Inc. to Provide Actuarial Services for the Lifeguard Pension Plan and Other Post-Employment Benefits

65-01-2026 Resolution for Appointment of Ancillary Benefits Consultant Gallagher in a Required Disclosure Manner

66-01-2026 Resolution for Appointment of Health Benefits Consultant Marsh & McLennan Agency in a Required Disclosure Manner

67-01-2026 Resolution for Award of Contract for Extraordinary Unspecifiable Services – Mutual of Omaha

68-01-2026 Resolution for Appointment of Flex Facts as Third-Party Administrator for Consolidated Omnibus Budget Reconciliation Act (Cobra) and Flexible Spending Account Benefit Administration in a Required Disclosure Manner

69-01-2026 Resolution Authorizing Renewal of Shared Services Agreement for the Services of a Municipal Court Administrator with the Borough of West Cape May

70-01-2026 Resolution Authorizing Jersey Cape Diagnostic, Training, and Opportunity Center, Inc. to Sell Seasonal Beach Tags via its Website

71-01-2026 Resolution Approving Parking Lot Use Agreement with Cape Island Baptist Church

72-01-2026 Resolution Authorizing CC#25-03 to AutoAgent Data Solutions in a Fair and Open Manner for Credit Card Processing Service

73-01-2026 Resolution For Transfers of Appropriations – 2025 Budget

74-01-2026 Resolution for the Payment of Bills

MAYORAL APPOINTMENTS

Historic Preservation Commission
Environmental Commission
Shade Tree Commission
Library Advisory Committee
Office of Emergency Management
Class II Planning Board Member

STATE OF THE CITY ADDRESS BY MAYOR ZACHARY MULLOCK

COUNCIL COMMENTS

BENEDICTION

REGULAR AGENDA:

PUBLIC HEARING ON THE WASHINGTON STREET MALL MANAGEMENT CO., INC PROPOSED 2026 BUDGET

RESOLUTIONS:

75-01-2026 Resolution Adopting the Washington Street Mall Management Co., Inc., Business Improvement District 2026 Annual Budget

76-01-2025 Resolution Establishing a Task Force to Explore Celebratory Opportunities and Plan for Various Anniversaries Occurring in 2026

77-01-2026 Resolution of the City of Cape May Approving Agreement with the Borough of Cape May Point for Law Enforcement and Dispatching Services

78-01-2026 Resolution Authorizing an Extension of the Shared Services Agreement for the City of Cape May to Provide Municipal Court Services for the Borough of Cape May Point

79-01-2026 Resolution Authorizing Approval of a Required Disclosure Award to Flying Fish Studio

80-01-2026 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12 – Discussion on Law Enforcement and Dispatching Shared Services Agreements with the Borough of Cape May Point and the Borough of West Cape May

ORDINANCES FOR INTRODUCTION:

585-2026 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish A Cap Bank – Calendar Year 2026 (N.J.S.A. 40a: 4-45.14)

586-2026 Ordinance Authorizing Conveyance of Deeds of Easement to the County of Cape May to Accommodate the Delaware Avenue (County Road 640) Revetment Project - Block 1184, Lot 1 & 1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; Block 1217, Lot 1.01

587-2026 Ordinance Authorizing Utility Easement Agreement with the Atlantic City Electric Company to Accommodate Relocation of Electric Poles, Equipment, and Overhead Lines In the Area of the New Police Station and Lafayette Street Park - Block 1061, Lots 42 & 51

588-2026 Ordinance Amending Chapter 7 of the Code of the City of Cape May Regarding On-Street Parking Permits to Confirm a Residency Requirement

PUBLIC PORTION: Those wishing to publicly comment shall come forward, give their name and address and speak into the microphone. Please limit comments to a **5-minute** timeframe.

ADJOURNMENT

CAPE MAY CITY COUNCIL
NOTICE OF LIVE-STREAMED, IN-PERSON MEETINGS AND INSTRUCTIONS

Please be advised that the City of Cape May is holding all scheduled City Council meetings in-person at the Cape May City Hall auditorium, 643 Washington Street, Cape May, NJ 08204. Meetings will also be streamed live on the City's YouTube account (instructions on how to watch below).

To watch and listen to the Council Meeting:

- Prior to the start of the meeting, visit the City's website, www.capemaycity.com, and click the yellow "Livestream" tab on the left-hand side of the screen, or;
- Select the meeting you wish to observe (may have to click "Videos" for a full listing)

Please note that written submissions and comments made via telephone will no longer be accepted. You must attend the scheduled meeting in-person to make your public comment. Public comments will be limited to a five-minute timeframe.

Further notice is given that this notice and relevant meeting documents are posted with each Council Meeting Agenda on the "Meeting Calendar" page of the Cape May City website, www.capemaycity.com, and also posted on the municipal bulletin board.

Erin C. Burke, City Clerk
City of Cape May

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 01-01-2026

RESOLUTION FOR THE ELECTION OF DEPUTY MAYOR

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a Deputy Mayor who shall serve in place of the Mayor in the event of his or her absence, disability or refusal to act.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government NJSA 40:69A-81 et. seq., nominations for the position of Deputy Mayor were made and a vote was taken resulting in the election of _____. The said Councilmember is hereby designated Deputy Mayor.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 02-01-2026

**RESOLUTION FOR APPOINTMENT OF CITY SOLICITOR AND AUTHORIZING THE
EXECUTION OF PROFESSIONAL SERVICES CONTRACT FOR SAME –
CHRISTOPHER GILLIN-SCHWARTZ, ESQUIRE AND THE FIRM OF GILLIN-
SCHWARTZ LAW**

WHEREAS, it is necessary to appoint an Attorney at Law to the position of City Solicitor for the City of Cape May; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is awarded without competitive bids as a Professional Services Contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because it involves services rendered or performed by a person authorized and regulated by law to practice a recognized profession, and they require a high degree of trust and confidence in the individual providing the services and, in fact, may require the creation of a confidential or fiduciary relationship between the individual and the City.

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

1. **Christopher Gillin-Schwartz** is hereby appointed as the Cape May City Solicitor and that a professional services contract with **Christopher Gillin-Schwartz, Esquire and the firm of Gillin-Schwartz Law, 1252 NJ Route 109, Cape May, NJ 08204** for a period of one (1) year commencing January 1, 2026 and terminating December 31, 2026, in the form attached hereto as **EXHIBIT A**, is hereby approved.

2. The Mayor and Clerk are hereby authorized and directed to execute the Contract on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

3. This Resolution is contingent upon the Contract being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

4. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

5. The Business Entity Disclosure Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Solicitor
 City Manager
 CFO
 Accounts Payable

Resolution 02-01-2026

Appointment of City Solicitor: Christopher Gillin-Schwartz

Amount: Not-to-exceed \$235,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund; Water/Sewer Utility; Beach Utility.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-30-20-155-227, 6-09-55-110/200-227 and 6-30-20-155-227 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY
CONTRACT FOR PROFESSIONAL SERVICES
FOR CITY SOLICITOR

THIS AGREEMENT made this ____ day of January, 2026 between THE CITY OF CAPE MAY, a municipal corporation of the State of New Jersey ("City") and CHRISTOPHER GILLIN-SCHWARTZ, ESQUIRE, an attorney-at-law of the State of New Jersey, and principal of GILLIN-SCHWARTZ LAW LLC, having an office at 1252 NJ Route 109, Cape May, New Jersey 08204 ("City Solicitor").

WITNESSETH:

WHEREAS, pursuant to Resolution No. _____, adopted by the City Council on the _____ day of January, 2026, Christopher Gillin-Schwartz, Esquire, was appointed City Solicitor for the City of Cape May;

WHEREAS, this appointment was made without competitive bidding under the Local Public Contracts Law of the State of New Jersey, which nevertheless requires the execution of a written contract; and

WHEREAS, the Chief Financial Officer of the City of Cape May has certified the availability of funds for these purposes through an adequate appropriation in the municipal budget for the current year.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. The City hereby employs Christopher Gillin-Schwartz, Esquire as its City Solicitor in accordance with a Resolution passed by the governing body.

2. City shall pay to the City Solicitor the rate of **ONE HUNDRED EIGHTY-FIVE (\$185.00) DOLLARS per hour** for all services provided by the City Solicitor and any other attorneys employed by the Solicitor and **FORTY (\$40.00) DOLLARS per hour** for services provided by law clerks employed by the Solicitor, which shall include, without limitation, the following:

- a. Attendance at all regular Council meetings;
- b. Attendance at work sessions or closed sessions;
- c. Availability by telephone at any time of the day and evening at home;
- d. Review of ordinary resolutions and ordinances as prepared by City Officials;
- e. Drafting of resolutions and ordinances as requested;
- f. Litigation support and matters not otherwise covered by Insurance Defense

counsel;

- g. Hire investigators;
- h. Special projects;
- i. Special contractual matters;
- j. Special City Council meetings;
- k. Defending the City in any County or State Court Tax Appeal proceedings;
- l. General counsel matters arising in the execution of City business; and
- m. Preparation of letters and correspondence of routine nature in connection with

general City business.

- n. Representation of the City's Historic Preservation Commission (HPC) pursuant to N.J.S.A. 40:55D-108 including attendance at meetings, preparation of resolutions, general counsel, litigation matters, and representation in any subsequent proceedings.

The total contract amount for these services shall not exceed \$235,000. Any matters that are billed pursuant to a separate contract shall not be calculated against these not to exceed numbers. All attorney work will be billed on an hourly basis, in minimum increments of one-tenth of an hour, at a rate of \$185.00 per hour.

The City shall not be required to furnish any medical hospitalization or major medical coverage to the City Solicitor.

3. The City Solicitor shall provide workmen's compensation insurance and disability insurance for any employees of the Solicitor.

4. The term of this Agreement shall be from the 1st day of January, 2026 until the 31st day of December, 2026, and upon the appointment of a successor. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization. This Agreement may be extended upon the written execution thereof by all parties.

5. Any controversy or claim arising out of or relating to the interpretation of this contract shall be settled by arbitration before an arbiter chosen by the American Arbitration Association; the decision of the arbiter shall be final and binding upon both parties and any award made by the arbiter may be entered as a Judgment in any Court of competent jurisdiction.

6. This contract has been awarded to Christopher Gillin-Schwartz, Esquire, based on his merits and abilities to provide the goods and services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.5. As such, the undersigned attests that Christopher Gillin-Schwartz, Esquire, his 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 preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect his eligibility to perform this contract, nor will he make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

7. During the performance of this Agreement, the City Solicitor agrees as follows:

a. The City Solicitor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The City Solicitor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The City Solicitor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. The City Solicitor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the City Solicitor, state that all

qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The City Solicitor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of City Solicitor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The City Solicitor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The City Solicitor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

f. The City Solicitor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The City Solicitor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

h. The City Solicitor or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

ATTEST:

Erin C. Burke, City Clerk

WITNESS:

THE CITY OF CAPE MAY

BY:

Zachary M. Mullock, Mayor

CITY SOLICITOR

BY:

Christopher Gillin-Schwartz, Esq.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 03-01-2026

**RESOLUTION FOR APPOINTMENT OF CITY OF CAPE MAY CLASS III PLANNING
BOARD MEMBER – MAUREEN K. MCDADE**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Class III Planning Board Member were made and a vote was taken resulting in the election of **Maureen K. McDade**. The said Councilmember Maureen K. McDade is hereby designated Class III Planning Board Member.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: PB
 Boards & Commissions Spreadsheet

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 04-01-2026

**RESOLUTION FOR APPOINTMENT OF WASHINGTON STREET MALL BUSINESS
IMPROVEMENT DISTRICT MANAGEMENT COMPANY, INC., BOARD MEMBER –
LORRAINE M. BALDWIN**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Washington Street Mall Business Improvement District Board Liaison were made and a vote was taken resulting in the election of **Lorraine M. Baldwin**. The said Lorraine M. Baldwin is hereby designated Washington Street Mall Business Improvement District Board Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Secretary, WSM Mgmt, Co., Inc.
 Councilmember Baldwin
 BID File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 05-01-2026

**RESOLUTION FOR APPOINTMENT OF CITY OF CAPE MAY HISTORIC
PRESERVATION COMMISSION LIAISON – LORRAINE M. BALDWIN**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Historic Preservation Commission Liaison were made and a vote was taken resulting in the election of **Lorraine M. Baldwin**. The said Lorraine M. Baldwin is hereby designated Historic Preservation Commission Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Board Assistant

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 06-01-2026

**RESOLUTION FOR APPOINTMENT OF THE CITY OF CAPE MAY SHADE TREE
COMMISSION BOARD LIAISON – SHAINA P. MEIER**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Shade Tree Commission Liaison were made and a vote was taken resulting in the election of **Shaine P. Meier**. The said Shaine P. Meier is hereby designated Shade Tree Commission Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Commission Assistant

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 07-01-2026

**RESOLUTION FOR APPOINTMENT OF THE CITY OF CAPE MAY
ENVIRONMENTAL COMMISSION LIAISON – STEVE BODNAR**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Environmental Commission Liaison were made and a vote was taken resulting in the election of **Steve Bodnar**. The said Steve Bodnar is hereby designated Environmental Commission Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Commission Secretary

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 08-01-2026

**RESOLUTION FOR APPOINTMENT OF THE CITY OF CAPE MAY BEACH SAFETY
ADVISORY COMMITTEE LIAISON – LORRAINE M. BALDWIN**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Beach Safety Advisory Committee Liaison were made and a vote was taken resulting in the election of **Lorraine M. Baldwin**. The said Lorraine M. Baldwin is hereby designated Beach Safety Advisory Committee Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Committee Spreadsheet/file

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 09-01-2026

RESOLUTION FOR APPOINTMENT OF THE CITY OF CAPE MAY BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE LIAISON – STEVE BODNAR

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Bicycle and Pedestrian Advisory Committee Liaison were made and a vote was taken resulting in the election of **Steve Bodnar**. The said Steve Bodnar is hereby designated Bicycle and Pedestrian Advisory Committee Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Solicitor
 City Manager
 Chief Financial Officer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 10-01-2026

**RESOLUTION FOR APPOINTMENT OF MUNICIPAL TAXATION AND REVENUE
ADVISORY COMMITTEE, BOARD MEMBER – MAUREEN MCDADE**

BE IT RESOLVED by the City Council of the City of Cape May, that the Council shall select, from among its members, a member who shall serve for one year or terminate at the completion of their term in office of Councilmember whichever occurs first.

BE IT FURTHER RESOLVED that pursuant to the Council-Manager form of government N.J.S.A. 40:69A-81et.seq., nominations for the position of Washington Street Mall Business Improvement District Board Liaison were made and a vote was taken resulting in the election of **Maureen K. McDade** The said Maureen K. McDade is hereby designated Municipal Taxation and Revenue Advisory Committee Liaison.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Advisory Committee File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 11-01-2026

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS FOR THE
YEAR 2026 IN THE CITY OF CAPE MAY**

WHEREAS, newly enacted P.L2025 c.72 requires municipalities to publish all legal notices on the municipality's website in a prominent location easily identified and accessed by the public; and

WHEREAS, P.L2025 c.72 further mandates that, beginning January 1, 2026 through December 31, 2026, each municipality must publish in an eligible online news publication a twice-monthly notice alerting the public that legal notices are available on the municipality's website, with the direct hyperlink to the legal notices page included; and

WHEREAS, if the need arises for the City of Cape May to publish a legal notice in a hardcopy or online newspaper, the City shall designate the Cape May County Herald (primary); The Cape May Star and Wave; and The Press of Atlantic City for official use from January 1, 2026 to December 31, 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City Manager
 CFO
 Boards/Commissions

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 12-01-2026

**RESOLUTION ESTABLISHING 2026 BUSINESS HOURS FOR CITY HALL IN THE
CITY OF CAPE MAY**

BE IT RESOLVED by the City Council of the City of Cape May, that in the interest of efficiency in the conduct of City business and convenience to the taxpayers, the business and working hours for City offices are:

City Offices

7:30 A.M. TO 3:30 P.M.

Public Works and Water/Sewer Departments

7:00 A.M. TO 3:00 P.M.(Labor Day to Memorial Day)
6:30 A.M. to 2:30 P.M. (Memorial Day to Labor Day)

Municipal Court

8:00 A.M. TO 4:00 P.M.

Monday through Friday, except as otherwise specified by Collective Bargaining Contract.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: All Departments

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 13-01-2026

**RESOLUTION DESIGNATING MEETING DAY AND PLACE FOR
COUNCIL MEETINGS OF THE CITY OF CAPE MAY**

WHEREAS, N.J.S.A. 40:69A-179 requires the Municipal Council to designate the time of holding regular meetings, which shall be at least monthly, and these meetings are to be open to the public; and

WHEREAS, the City Council intends to hold two Regular meetings per month as well as meetings as listed below in compliance with the Open Public Meetings Act of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the City Council, that the following schedule of work sessions and regular meetings be and is hereby adopted for the period January 6, 2026 through January 5, 2027, all meetings to be held in the City Hall Auditorium, 643 Washington Street, Cape May, NJ or virtually upon proper notice.

REGULAR COUNCIL MEETING

1st Tuesday of every month at 5:00 P.M.

Unless otherwise noted

Tuesday, January 6, 2026 – 4:00 PM

Tuesday, February 3, 2026

Tuesday March 3, 2026

Tuesday, April 7, 2026

Tuesday, May 5, 2026

1st Tuesday of every month at 3:00P.M.

Unless otherwise noted

Monday, June 1, 2026 – 3:30P.M.

Tuesday, July 7, 2026

Tuesday, August 4, 2026 – 1:00 PM

1st Tuesday of every month at 5:00 P.M.

Unless otherwise noted

Wednesday, September 2, 2026

Tuesday, October 6, 2026

Monday, November 2, 2026

Tuesday, December 1, 2026

REGULAR COUNCIL MEETING

3rd Tuesday of every month at 5:00 P.M.

Unless otherwise noted

Wednesday, January 21, 2026

Tuesday, February 17, 2026

Tuesday March 17, 2026

Tuesday, April 21, 2026

Tuesday, May 19, 2026

3rd Tuesday of every month at 3:00P.M.

Unless otherwise noted

Tuesday, June 16, 2026

Tuesday, July 21, 2026

Tuesday, August 18, 2026

3rd Tuesday of every month at 5:00 P.M.

Unless otherwise noted

Tuesday, September 15, 2026

Tuesday, October 20, 2026

Monday, November 16, 2026

Tuesday, December 15, 2026

2027 REORGANIZATION MEETING OF CAPE MAY CITY COUNCIL

Tuesday, January 5, 2027 at 4:00 P.M.

**OFFICIAL ACTION MAY BE TAKEN
AT ALL OF THE ABOVE REFERENCED MEETINGS**

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: All Departments
City Attorney
City Engineers
City Hall Bulletin Board
Cape May City Housing Authority
Cape May Co. Library/Cape May City Branch
Cape May Star and Wave
The Press of Atlantic City
Cape May County Herald

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 14-01-2026

**RESOLUTION ESTABLISHING 2026 SCHEDULED HOLIDAYS
FOR THE CITY OF CAPE MAY**

BE IT RESOLVED by the City Council of the City of Cape May, that the scheduled holidays for the period January 1, 2026 through January 1, 2027 are as follows:

CITY HALL CLOSED FOR LEGAL HOLIDAYS

Jan. 19, 2026	Monday	Martin Luther King, Jr. Day
Feb. 16, 2026	Monday	Presidents' Day
April 3, 2026	Friday	Good Friday
May 25, 2026	Monday	Memorial Day
Jun. 19, 2026	Friday	Juneteenth
July 3, 2026	Friday	Independence Day (observed)
Sept. 7, 2026	Monday	Labor Day
Oct. 12, 2026	Monday	Columbus Day
Nov. 3, 2026	Tuesday	Election Day
Nov. 11, 2026	Wednesday	Veterans' Day
Nov. 26, 2026	Thursday	Thanksgiving Day
Nov. 27, 2026	Friday	City Hall Closed
Dec. 25, 2026	Friday	Christmas Day
Jan. 1, 2027	Friday	New Year's Day

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: All Departments
City Hall Bulletin Board

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 15-01-2026

**RESOLUTION AUTHORIZING THE CITY CLERK TO ISSUE BINGO AND RAFFLE
LICENSES THROUGHOUT THE YEAR TO QUALIFIED ORGANIZATIONS**

WHEREAS, the City Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within Cape May City; and

WHEREAS, the below listed applicants have obtained their State Registration from N.J. Legalized Games of Chance and have been in good standing with the City for many years; and

WHEREAS, there appears to be no reason to deny said licenses for the year 2026, providing all paperwork is completed and required fees have been paid.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, the Governing body thereof, that the City Clerk is authorized to issue bingo/raffle licenses for 2026 to the following organizations as applicable throughout the year.

Animal Outreach
Brendan Borek High Tides Memorial Fund
Cape May County Bar Foundation, Inc.
Cape May Fire Department, Inc.
Cape May Forum – Chautauqua at the Shore
Cape May Stage, Inc.
Cape May Tennis Club Foundation, Inc.
Cape Trinity Catholic, PTA
Center For Community Arts Inc.
Chamber of Commerce of Greater Cape May
Christ Child Society
Corinthian Yacht Club of Cape May Sailing Foundation, Inc.
Crusader Club of Wildwood Catholic High School
Daughters of the British Empire
Desatnick Foundation, Inc.
Ducks Unlimited, NJ State Committee
East Lynn Theatre Company
Garden Club of Cape May
Greater Wildwood Chamber of Commerce Foundation, Inc.
Hermit Club of St. Augustine Prep School
Kiwanis Club of Cape May
Knights of Columbus St. - Mary's Council
Literacy Volunteers Association
Lower Cape May Regional After Prom
Matthew Szczur Foundation, Inc.
Mid Atlantic Center for Arts, Inc./ MAC
New Jersey Association of Twins' Mothers Clubs, Inc.
New Jersey Audubon Society, Inc.
Next Gen 30 Inc.

NJ Correctional Education Association, Inc.
Notre Dame De La Mer Parish
Our Lady Star of the Sea Church
Questers NJ State Organization
Soroptimist Club International of Cape May
Veterans Home Association, Inc.-Cape May
Wildwoods Sons of Italy
Women's Community Club of Cape May
Women's Empowerment and Voice
CMDC Booster Club

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: L GCCC
 File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 16-01-2026

RESOLUTION APPROVING LIST OF PEDDLERS' DESIGNATED LOCATIONS

WHEREAS, Chapter 379 of the Revised General Ordinances of the City of Cape May regulates Peddlers, Hawkers and Vendors within the City of Cape May; and

WHEREAS, it is necessary for the Governing Body of the City of Cape May to designate the vendor locations for the 2026 season.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May that the following be designated vendor locations for 2026:

1. Beach Avenue at Pittsburgh Avenue, South Side, First two parking spaces on West side of public access
2. Beach Avenue at Trenton Avenue, South Side, First two parking spaces on East side of public access
3. Beach Avenue at Philadelphia Avenue, South Side, Meters #N95 and N96, East Side of public access
4. Beach Avenue at Grant Street Restroom, South side, First two parking spaces on West Side of public access
5. Beach Avenue at First Avenue, South side, First two parking spaces East side of public access.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Clerk's Office

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 17-01-2026

**RESOLUTION AUTHORIZING THE TAX ASSESSOR TO FILE A PETITION OF APPEAL
AND STIPULATION OF SETTLEMENT FOR THE TAX YEAR 2026
WITH THE CAPE MAY COUNTY BOARD OF TAXATION**

WHEREAS, BY DIRECTIVE OF the Cape May County Board of Taxation, any and all tax appeals for the increase or decrease of assessments submitted to the Cape May County Board of Taxation on behalf of the City of Cape May for the Tax year 2026 require authorization by the City Council; and

WHEREAS, the City Council of the City of Cape May desires to authorize the Cape May City Tax Assessor to approve all tax appeals filed with the Cape May County Board of Taxation and further desires to authorize and direct the Cape May City Tax Assessor and City Attorney to execute all stipulations of settlement in connection therewith.

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

1. That the Cape May City Tax Assessor is hereby authorized to settle all tax appeals filed in the City of Cape May with the Cape May County Board of Taxation for the 2026 Tax Year.
2. That the Cape May City Tax Assessor and City Attorney are hereby authorized to execute any and all stipulations of settlement to resolve any tax appeals filed with the Cape May County Board of Taxation for the 2026 Tax Year.
3. That the Cape May City Clerk is hereby directed to submit a certified copy of this Resolution to the Cape May City Tax Assessor, Tax Collector, City Attorney and Cape May County Board of Taxation.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City of Cape May Tax Assessor (certified copy)
 City of Cape May Tax Collector (certified copy)
 City of Cape May Solicitor (certified copy)
 Cape May County Board of Taxation (certified copy)

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 18-01-2026

RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS, N.J.A.C. 17:27-3.5 requires that each public agency annually designate an officer or employee to serve as its public agency compliance officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May that **Paul Dietrich, City Manager**, be and is hereby designated Public Agency Compliance Officer for the year 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: NJ Department of Treasury, Div. of Contract Compliance (certified)
CFO
Posted Bulletin Board and Break Room

January 7, 2026

New Jersey Department of Treasury
Division of Equal Employment
Opportunity/Affirmative Action (EEO/AA)
P O Box 315
Trenton, New Jersey 08625-0315

To Whom It May Concern:

Enclosed you will find a certified copy of Resolution No. 18-01-2026: Resolution Designating Public Agency Compliance Officer, which was adopted by the Cape May City Council on January 6, 2026.

Respectfully,

Erin C. Burke
City Clerk
City of Cape May
National Historic Landmark
643 Washington Street
Cape May, NJ 08204
eburke@capemaycity.com
(609) 884-9532 Fax (609) 884-8589

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 19-01-2026

**RESOLUTION FOR APPOINTMENT OF MEMBERS OF VARIOUS BOARDS
AND COMMISSIONS OF THE CITY OF CAPE MAY**

BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, and State of New Jersey that the following named persons be and hereby are appointed to fill the following offices (updates **bolded**):

COUNCIL APPOINTMENTS

TERM EXPIRES

Planning Board

		TERM EXPIRES
Zachary Mullock, Mayor	Class I	12/31/2026
Justin Riggs, Dep. City Manager	Class II	12/31/2026
Maureen McDade, Councilmember	Class III Member	12/31/2026
William Bezaire	Class IV Member	12/31/2027
Dennis Crowley	Class IV Member	12/31/2029
Robert Gorgone	Class IV Member	12/31/2029
Richard Lundholm	Class IV Member	12/31/2026
Marilyn Reed	Class IV Member	12/31/2028
Michael Jones	Class IV (Cross Member with Environmental Commission)	12/31/2028
Gary Padussis	Alternate I	12/31/2027
Dennis Crippen	Alternate II	12/31/2026

Zoning Board

Marvin Zektzer	Regular Member	12/31/2026
Stacy Sheehan	Regular Member	12/31/2027
Norman Ledwin	Regular Member	12/31/2027
Mary Notch	Regular Member	12/31/2028
Timothy Walsh	Regular Member	12/31/2028
Sam Venuto	Regular Member	12/31/2026
Theresa Werner (Chair)	Regular Member	12/31/2028
Michael Yeager	Alternate I	12/31/2027
Sarah Stevenson	Alternate II	12/31/2026

Office of Emergency Management

Zachary Mullock	Mayor
Maureen McDade	Council Member
Paul Dietrich	City Manager/City Engineer
Eric Prusinski	Superintendent of DPW
Dekon Fashaw	Police Chief
Michael Eck	Deputy Fire Chief/OEM Coordinator
Erin Burke	City Clerk
Justin Mattes	Communications Officer
Bruce Britton	Zoning Officer
Harry Back	Beach Supervisor
Robert Cummiskey	Water/Sewer Superintendent
Zack Palombo	Cape May Elementary School, Principal
Larry Notch	Retired, New Jersey State Police
Mary Notch	Registered Nurse
Terri McBreaty	Hardware Store Owner
Lauren Read	CFO
Justin Riggs	Dep. City Manager/Deputy OEM Coord.
Frank McCloskey	Asst. Supervisor DPW/Deputy OEM Coord.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Planning Board
 Zoning Board
 Emergency Management
 Boards and Commission Spreadsheet/File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 20-01-2026

**RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN THE
SUSTAINABLE JERSEY™ MUNICIPAL CERTIFICATION PROGRAM –
CAPE MAY CITY GREEN TEAM**

WHEREAS, the City Council of the City of Cape May strives to save tax dollars, assure clean air and water, build on its strong ecotourism base, improve working and living environments to build a community that is sustainable and resilient economically, environmentally and socially, a community which would thrive well into the new century; and

WHEREAS, the City Council of the City of Cape May wishes to continue building a model of government which benefits our residents now and far into the future with green community initiatives which are easy to replicate and affordable to implement; and

WHEREAS, in an attempt to maintain the focus on “Green” issues, the City Council wishes to authorize the continuation of a Cape May City Green Team; and

WHEREAS, the City Council of the City of Cape May originally began the process of focusing on “Green” issues by creating a Cape May City Green Team by means of Resolution No. 36-02-2011 and continued under the authorization of Resolution Nos. 105-05-2014; 113-06-2016; 96-03-2017; 102-04-2018; 39-01-2019; 37-01-2020; 30-01-2021; 24-01-2022; 25-01-2023; and 25-01-2024; 25-01-2025, and

WHEREAS, the City Council of the City of Cape May has made its operations greener and more environmentally friendly by conducting energy audits of the City’s facilities and implementing the recommended upgrades/improvements through grants and rebates; and

WHEREAS, solar power, high efficiency buildings, changes to fleet purchasing and maintenance, complete streets programs, waste reduction, recycling improvements, buy local programs, water quality improvements, green purchasing and operational changes have all been utilized as the City moves to do their share to lessen the environmental impact of its operations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May that we hereby authorize the continuation of the Cape May City Green Team consisting of members who shall be residents, property owners, business owners/operators or employees of the City of Cape May or any entity located in the City of Cape May, appointed annually, but whose initial term or appointment shall be through December 31, 2026.

NOW, THEREFORE, BE IT FINALLY RESOLVED, by the City Council of the City of Cape May that the following persons are hereby re-appointed or appointed to the Cape May City Green Team. (See Exhibit “A” attached hereto.)

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Members
Sustainable Jersey™

EXHIBIT A

GREEN TEAM MEMBERS

Shaine Meier – Council Member/Shade Tree Commission Liaison

Eric Prusinski, Superintendent of Public Works

Robert Cummiskey – Superintendent of Water and Sewer

Zachary Mullock - Mayor

Timothy Walsh – Zoning Board of Adjustment

John Boecker – Historic Preservation Commission

Lauren Read – Chief Financial Officer

Sandy Sandmeyer-Bryan – Teacher, Cape May Elementary School

Paul Dietrich – City Manager/City Engineer

James M. Rutala – Environmental Consultant

John Matusiak – Chamber of Commerce of Greater Cape May

Reverend Jeffrey Elliott – Pastor, Cape May Lutheran Church

Adrianna Zito-Livingston – Nature Conservancy

Gretchen Whitman – Nature Center of Cape May, Environmental Commission member

Charlotte Todd – Homeowner, Environmental Commission Non-Voting Member

David Scheffler – Recreation Director, Convention Hall/Environmental Commission Secretary

Justin Riggs, Deputy City Manager

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 21-01-2026

**RESOLUTION APPOINTING MEMBERS OF THE CAPE MAY CITY
CREATIVE TEAM**

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the City of Cape May strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the City of Cape May is participating in the Sustainable Jersey Program and is one of only 45 communities in the State to be Silver Certified; and

WHEREAS, the governing body adopted resolution 145-06-2016 to support the continued participation in the Sustainable Jersey Municipal Certification Program and to appoint Green Team members; and

WHEREAS, one of the Sustainable Jersey actions is to appoint a Creative Team, a Creative Team can be the catalyst for meaningful development by linking arts and culture directly to sustainability; and

WHEREAS, important outcomes of creative placemaking that your Creative Team can support include:

- Improving local business vitality, community spirit and public safety.
- Rejuvenating neighborhoods and stimulating job growth, within and beyond the arts and culture sector, contributing to overall economic development.
- Providing new reasons for others to visit, invest, or live in Cape May City.
- Building pride and commitment to place, including the physical environment and nature.
- Bringing diverse people together to celebrate, create, inspire and be inspired, improving quality of life and community wellbeing.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May that we hereby appoint the Cape May City Creative Team consisting of member who shall be residents, property owners, business owners/operators or employees of the City of Cape May or any entity located in the City of Cape May, appointed annually, but whose initial term of appointment shall be through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, that governing body of the City of Cape May, State of New Jersey, hereby appoints the following persons to the Cape May City Creative Team:

- Zachary Mullock- Mayor
- Rev. Jeff Elliot - Pastor, Cape May Lutheran Church
- Sandy Sandmeyer-Bryant - Teacher/Librarian, Cape May Elementary
- Jody Alessandrine- Cape May MAC
- David Mackenzie - Center for Community Arts
- Joe Salvatore - Naval Air Station Wildwood Aviation Museum
- Gretchen Whitman - Nature Center of Cape May
- Roy Bennett Steinberg/Mitchel Malnato - Cape May Stage
- Brett Ewald - Cape May Bird Observatory
- Susan Tischler - East Lynne Theater Company
- Michael Kline - Exit 0 Jazz Festival
- Jerry Tarrant - Cape May Maritime Museum and Education Center
- Norris Clark - Cape May Forum
- Anne Salvatore - Historic Cold Spring Village
- Harry Bellangy - Greater Cape May Historical Society
- Doreen Talley – Cape May City Chamber of Commerce
- James M. Rutala - Rutala Associates
- Brian Kempf - Rutala Associates
- David Scheffler - Recreation Director, Convention Hall/Environmental Commission Secretary
- Robert Mullock - Harriet Tubman Museum
- Bernadette Matthews, Stephen Smith House

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Creative Team File/Spreadsheet
 Members

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 22-01-2026

**RESOLUTION FOR THE APPOINTMENT OF A VOLUNTEER HARBOR MASTER IN
THE CITY OF CAPE MAY**

WHEREAS, the Cape May City Council adopted Ordinance number 466-2022 on June 21, 2022 amending Chapter 166 of the Cape May City Code and establishing the position of a volunteer Harbor Master in the City of Cape May; and

WHEREAS, City Council now desires to fill said volunteer position,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, that the following appointments be made to the volunteer Harbor Master position and subject to the provisions of Ordinance 466-2022:

Jack Lord

Term Expiration: 12/31/2026

Thomas Carroll

Term Expiration: 12/31/2026

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Appointees
Harbor Master file

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 23-01-2026

**RESOLUTION APPOINTING HONORARY NON-VOTING MEMBERS TO THE CAPE
MAY CITY ENVIRONMENTAL COMMISSION**

BE IT RESOLVED by the City Council of the City of Cape May, that the following appointments be made to the Cape May City Environmental Commission:

Charlotte Todd, Non-voting member
Term Expiration: 12/31/2026

David Scheffler, Non-voting member
Term Expiration: 12/31/2026

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Members
 Commission Secretary
 Board/Commission/Committee File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 24-01-2026

**RESOLUTION CONFIRMING CITY ADVISORY COMMITTEES FOR THE 2026
CALENDAR YEAR AND A UNIFORM POLICY FOR ANNUAL CONFIRMATION OF
COMMITTEES AND THEIR MEMBERSHIP**

WHEREAS, pursuant to N.J.S.A. 40:69A-91 (“the Faulkner Act”) and Section 10-10 of the City Code, City Council may create, appoint, and establish the duties of commissions, committees and other bodies with advisory powers and delegate such powers of inquiry as City Council may deem necessary and proper; and

WHEREAS, for purposes of clarity and direction, City Council deems it appropriate to annually confirm City Advisory Committees in connection with Reorganization, or as soon as possible thereafter. City Advisory Committees will all have a fixed expiration of December 31 each year, which will provide the opportunity for City Council to confirm, or reconfirm, each year the committees and set a yearly course for their policy initiatives and the procedures applicable; and

NOW, THEREFORE, LET IT BE RESOLVED, by the City of Cape May, County of Cape May, State of New Jersey that:

1. The Recital paragraphs are incorporated as if fully set forth.
2. **2026 City Advisory Committees.** The City Council hereby affirms the following City Advisory Committees for the calendar year 2026:
 - *Beach Safety Advisory Committee*
 - *Bicycle Pedestrian Advisory Committee*
 - *Municipal Taxation and Revenue Advisory Committee*

The above City Advisory Committees and their terms of membership shall all have an automatic expiration date of 12/31/2026. It being the intent that the City Council will determine City Advisory Committees in connection with Reorganization, or as soon as possible thereafter, for each calendar year.

This term language shall prevail over any inconsistent language in any previous Resolution. All other provisions of prior Resolutions pertaining to these City Advisory Committees not in conflict with this Resolution shall remain in full force and be given effect.

3. **Policy Objectives and Activities of City Advisory Committees.** The purpose and objective of Advisory Committees is to assist City Council in its policymaking and to draw on the collective knowledge of its community members on matters which City Council is considering acting.
4. **Quorum and Voting.** A quorum for meeting purposes shall be at least four (4) members. The Council Liaison is a member of the committee, entitled to vote, and will count toward the quorum. Any vote by the committee may be made by a majority of a quorum.

5. **The Roles of the Chairperson, Council Liaison and Secretary.**

- (a) **Chairperson.** At the first regular meeting of the year, each advisory committee shall select a Chairperson from among its membership by a vote of a majority of a quorum. The Chairperson will direct discussion for each meeting and ensure committee discussions are productive and organized toward its purposes and goals. The committee may also select a Vice Chair from among its membership to fill the role in the absence of the Chairperson.
- (b) **Council Liaison.** To further ensure that the advisory committee's activities continue to align with the priorities and objectives of City Council, each advisory committee chairperson shall coordinate areas of inquiry and topics of discussion in advance with the designated Council liaison for each agenda. The Council Liaison shall have the opportunity to provide feedback prior to each meeting and may recommend modifications or additional consideration for inclusion or exclusion of a particular item for agenda discussion. Any recommendations by the Council Liaison shall be presumptively binding. In other words, in the case of any disagreement with the Council Liaison and any other member of the committee regarding the priority of a particular topic for consideration by the committee, the Council Liaison's determination shall be presumptively binding. A majority vote by all of City Council may overcome this presumption and direct otherwise.
- (c) **Secretary.** At the first regular meeting of the year, each advisory committee shall select a Secretary from among its membership by a vote of a majority of a quorum. The Secretary will be responsible for the preparation of meeting minutes and any recommendations of the committee.

6. **Record of Meetings.** (i) Agenda. City Advisory committees shall have a written agenda provided to the City Clerk at least 24 hours in advance of each meeting including the time, place, and agenda topics to the extent known. (ii) Minutes. The advisory committees shall keep reasonably comprehensible meeting minutes, to be provided to the City Clerk, which shall include the topics discussed and synopsis or summary of each meeting item discussed; (iii) Recommendations. In addition to the minutes, to the extent the committee votes by a majority to make a recommendation to City Council, any such recommendation(s) shall be memorialized in writing and sent to the City Clerk including the date the recommendation was voted on by the committee, the subject, and the synopsis or summary of the recommendation and any other information the committee recommends for City Council consideration. (iv) Live-Stream. All advisory committee meetings shall be videotaped or live-streamed and thereafter available on the City's website for viewing (currently YouTube).
7. **Recommendations & Council Consideration.** Any recommendations made by the committee shall be made in writing and directed to the City Clerk. The City Clerk will transmit any recommendations to City Council. The City Council shall have the ultimate discretion to determine whether any recommendation shall be placed on a Council agenda for presentation, discussion, or consideration.
8. **Effect on Other Committees.** Any other standing City Advisory Committees not referenced above shall be deemed dissolved pursuant to this Resolution. The provisions herein shall not apply to any advisory or other committees which are set forth by City Ordinance (for example, the *Library Advisory Committee*) and/or State Statute (for example, the *Historic Preservation Commission* (HPC) and *Environmental Commission*). This provision shall also not apply to City Task Force(s) (such as, the *Police Station Task Force* and *Existing Library Task Force*) which are focused on a singular project or task and dissolve upon completion of that project.
9. **Intent to Annually Confirm City Advisory Committees.** At every Reorganization, or as soon as possible thereafter, the City Council will confirm and/or reconfirm the City Advisory Committees for that respective year, confirming its membership, policy direction, and designating its Council Liaisons. City Advisory Committees and their terms of membership shall all have an automatic expiration date concurrent with the end of the calendar year.
10. **Membership Vacancy Policy.** Any appointed member of a City Advisory Committee who fails to attend three (3) consecutive meetings without being excused by a majority of the committee, will be deemed to have vacated their seat

automatically. The committee may refuse to excuse only with respect to those failure to attend and participate which are not due to legitimate illness.

11. Nothing herein shall prevent the City Council from making such changes, additions, or amendments as it deems necessary at any time pursuant to further Resolution.
12. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Members
 Advisory Committee Chair/Secretary
 Board/Commission/Committee File

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 25-01-2026

**RESOLUTION PROCLAIMING DR. SYLVIA KUHNER BAER AS THE CAPE MAY
CITY POET LAUREATE FOR THE YEAR 2026**

WHEREAS, the City Council desires to annually appoint a resident to serve as the City's Poet Laureate; and

WHEREAS, this individual is expected to compose poems for the City and to recite poetry at special City occasions and ceremonies; and

WHEREAS, City resident Dr. Sylvia Kuhner Baer received her Ph.D in English in 1987 from the University of Maryland; and

WHEREAS, Dr. Baer was a Professor in the English Department of Rowan College in Sewell, NJ, specializing in Poetry, American Literature, Literature by and about Women, Children's Literature, and World Literature; and

WHEREAS, Dr. Baer also is a translator of Spanish Poetry, particularly of Roberto Fernandez and Juana de Ibarbourou; and

WHEREAS, Dr. Baer has worked as an Associate Fellow at Yale University, as well as a Curator of a Photography and Haiku Exhibit of Roberto Fernandez; and

WHEREAS, Dr. Baer was awarded the distinction of "Woman of the Year in Education" in Gloucester County, NJ in 1994; and

WHEREAS, Dr. Baer and her husband, John, created the "Poet-Tree" at their home on 1020 Michigan Avenue, which involves poetry being hung from their front-yard tree for passersby to read or take, if they so choose; and

WHEREAS, the City Council of the City of Cape May finds Dr. Baer to be an exemplary candidate for the honorary position of Poet Laureate for the City of Cape May,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, that Dr. Sylvia Kuhner Baer is hereby appointed as the Cape May City Poet Laureate for the year 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Poet Laureate

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 26-01-2026

**RESOLUTION RECOGNIZING THE CONGRESS STREET BRASS BAND AS THE
OFFICIAL BAND FOR THE CITY OF CAPE MAY**

WHEREAS, the Congress Street Brass Band, a name derived from the “Congress Street March,” was formed in 1990; and

WHEREAS, the Congress Street Brass Band is comprised of residents primarily from southern Cape May County, ranging from ages 12 years and older; and

WHEREAS, the Congress Street Brass Band has historically participated in events throughout the community, including the Fourth of July parade; Baby parade; Bandstand concerts; and more; and

WHEREAS, the designation as “Cape May’s Official Band” enhances the cultural reputation of Cape May, as well as encourages participation and support from the community,

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Cape May hereby recognizes the Congress Street Brass Band as the official band of the City of Cape May.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City Manager’s Office
Congress Street Brass Band/Bob Fineberg

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 27-01-2025

RESOLUTION AUTHORIZING AND ENCOURAGING UNPAID INTERNSHIP AND VOLUNTEER OPPORTUNITIES WITHIN ALL CAPE MAY CITY DEPARTMENTS

WHEREAS, the City of Cape May receives inquiries from members of the public, particularly local students, relating to unpaid internship or volunteer opportunities; and

WHEREAS, the Cape May City Council wishes to implement a policy allowing for and encouraging unpaid internships and volunteer opportunities within all Cape May City departments,

NOW, THEREFORE, BE IT RESOLVED by the Cape May City Council as follows:

1. The Cape May City Council supports unpaid internships and volunteer opportunities within the City of Cape May.
2. The Cape May City Council authorizes the City Manager to implement the required paperwork to effectuate said unpaid internships and volunteer opportunities.
3. This policy shall be reviewed and considered for approval at the annual Cape May City Council Reorganization meeting.
4. This resolution shall take effect immediately.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City Manager
 HR
 Department Heads

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 28-01-2026

RESOLUTION AFFIRMING RATE OF INTEREST ON DELINQUENT TAXES AND ASSESSMENTS AND FIXING A SIX (6%) PERCENT PENALTY ON DELINQUENT TAXES AND MUNICIPAL CHARGES FOR THE YEAR 2026

BE IT RESOLVED by the City Council of the City of Cape May, in accordance with Chapter 75, New Jersey Laws of 1991, and N.J.S.A. 54:4-67, 54:5-32, 54:5-34, and 54:5-35, which authorizes the Governing Body, inter alia, to fix the rate of interest to be charged in the City of Cape May for the non-payment of taxes, assessments and municipal charges, said rate of interest shall be and is hereby fixed at eight (8%) percent per annum on the first \$1,500.00 of delinquency and eighteen (18%) percent, per annum on any amount in excess of \$1,500.00, to be calculated from the date when the taxes, assessments and charges become delinquent.

BE IT FURTHER RESOLVED by the City Council of the City of Cape May, in accordance with N.J.S.A. 54:4-67, Chapter 75, New Jersey Laws of 1991, and Chapter 32, New Jersey Laws of 1994, which permits a six (6%) percent penalty on taxes and municipal charges greater than \$10,000.00 as of the close of the fiscal year, that said end-of-year penalty shall be fixed for the year 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO
 Tax Collector

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 29-01-2026

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE
CONTRACT VENDORS FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A. 40A:11-12a**

WHEREAS, the City of Cape May, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Cape May has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the City of Cape May intends to enter into contracts with the Various State Contract Vendors approved by the State of New Jersey for the year 2026, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT RESOLVED, that the City of Cape May authorizes the Qualified Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the City Council of the City of Cape May pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Cape May and the Referenced State Contract Vendors shall be from January 1, 2026 to December 31, 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 30-01-2026

RESOLUTION GRANTING AUTHORITY FOR APPROVAL OF CERTAIN PURCHASES THROUGH NEW JERSEY STATE CONTRACTS AND/OR PURCHASING COOPERATIVES FOR 2026

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L.2011, c.139, the governing body may delegate the power to award purchases, contracts and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the City of Cape May is a member; and

WHEREAS, in the interest of streamlining City operations and improving efficiency, it is the desire of the Mayor and Council to authorize the Purchasing Officer/Qualified Purchasing Agent (QPA) to approve purchases, contracts and agreements through New Jersey State Contracts and/or Purchasing Cooperatives, subject to provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L.2011, c.139 below the \$53,000.00 threshold in individual purchases and the aggregate as defined by N.J.S.A.40A:11-2(19);

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cape May that the Purchasing Officer/Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the City is hereby authorized to approve purchases, contracts and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the City of Cape May is a member without further action from Council, provided that funds are available to cover the expenditure.

BE IT FURTHER RESOLVED, Purchase approvals made by the Purchasing Officer/Qualified Purchasing Agent (QPA) by virtue of the adoption of this Resolution shall be subject to the provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and that no amount of any contract shall be in excess of the bid threshold in a single purchase or the aggregate without express individual resolutions authorizing such cooperative purchases by contract number.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 31-01-2026

RESOLUTION GRANTING AUTHORITY FOR APPROVAL OF CERTAIN PURCHASES IN EXCESS OF THE BID THRESHOLD THROUGH NEW JERSEY STATE CONTRACTS AND/OR PURCHASING COOPERATIVES FOR 2026

WHEREAS, a need exists for the acquisition of various goods and services contained within cooperative contracts and over the bid threshold as aggregation of commodities, for the daily operations of the City of Cape May; and

WHEREAS, the City of Cape May may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contracts and other approved Regional Cooperative Purchasing Systems of which the City of Cape May is a member, pursuant to N.J.S.A. 40A:11-11, N.J.S.A. 40A:11-12, and N.J.A.C. 5:34-7.29 et. Seq., and

WHEREAS, under the state cooperative contract, or designated regional cooperative contract award, the following vendors hold valid cooperative contracts in accord with the New Jersey Local Publics Contract Law.

Vendor	Contract #	Source Co Op	Description	Expiration
Advanced Auto Parts	R-LD-23013-01	Omnia	Auto Parts	10/31/2028
Amazon	#RTC- 17006	Omnia	General merchandise	1/31/2026
American Hose & Hydraulic	40866	NJ State	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	3/17/2026
Applied Concepts, Inc., dba Stalker Radar	17-FLEET-00726	NJ State	T0106 - Law Enforcement Firearms Equipment and Supplies	5/14/2026
AXON Enterprises	17-FLEET-00738	T0106	Police Equipment/ Tasers	5/14/2026
CDW	ESCNJ/AEPA-22G		Technology Supplies & Services	5/24/2026
Cintas Corporation	99297	Bergen	NOI - Facilities Management Products and Solutions – Uniform Rentals	10/31/2026
Continental Fire & Safety	17-FLEET-00802	T0790	Firefighter Protective Clothing and Equipment	6/14/2026
CONTINENTAL FIRE & SAFETY INC New Jersey Fire Equipment Co Tasc Fire Apparatus Inc. Globe Manufacturing Company LLC State Line Fire & Safety Inc MUNICIPAL EMERGENCY SERVICES Witmer Public Safety Group Inc. AAA Emergency Supply	17-FLEET-00805		FIREFIGHTER GEAR	6/14/2026

Co Inc				
Core & Main	Sourcewell #040825-CAM	National	Water, sewer, storm and AMI infrastructure solutions	10/2/2029
Custom Bandag (Goodyear Tire & Rubber Co.)	socCC- CC-0016-23		Tires, Tubes and Services	6/22/2026
Dell	20-TELE-01510	M0003	Software License & Related Service	5/24/2026
Dell	<u>24-TELE-71883</u>	M0483	Computer Equipment and Peripherals	6/30/2026
Eagle Point Gun	17-FLEET-00721	T0106	Law Enforcement Firearms Equipment and Supplies	5/31/2026
East Coast Emergency Lighting	23-FLEET-68813	NJ State	T0106 - Law Enforcement Firearms Equipment and Supplies	3/31/2027
East Coast Salt Distribution	24-49	Bergen	Bagged Ice melt Products	4/30/2026
ELITE EMERGENCY SERVICES	17-FLEET-00749		EMERGENCY LIGHTING AND OTHER VEHICLE ACCESSORIES	5/14/2026
Firefighter One LLC	17-FLEET-00807	T0790	Police Security Equipment and Supplies	6/14/2026
Firefighter One LLC	17-FLEET-00734	T-0106	Police Security Equipment and Supplies	5/14/2026
Firefighter One LLC HAIX north america All Hands Fire Equipment Witmer Public Safety Group Inc. Skylands Area Fire Equipment & Training LLC DiVal Safety & Equipment	17-FLEET-00809/00810/00810	NJ State	T0790 Firefighter Protective Clothing and Equipment	6/14/2024
Foveonics	ESCNJ 22/23-11	ESCNJ	Document Imaging	6/30/2026
Gabrielli Truck Sales	97568		BC-BID-21-60 - Automotive Parts and Accessories - COOP	8/13/2026
Goosetown Enterprises	83892	NJ State	T0109 - RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	4/30/2026
Home Depot/ Lowes	<u>18-FLEET-00234</u>	NJ State	Hardware and buildin supply	12/31/2026
Majestic Oil	19-FOOD-01098	NJ State	T1845 Ultra-Low Sulfur Diesel and Biodiesel Fuel	04/01/2020 03/31/2026
Majestic Oil	19-FLEET-00972	NJ State	T0083 Unleaded Automotive Gasoline	11/01/2019-10/31/2026
Millennium Strategies	120904	Bergen	BC-RFP-22-008 - Grant Writing Services Coop	6/14/2026
Motorola Solutions	83909	T0109	Radio Communications Equipment and Accessories	4/30/2026
Motorola Solutions	83925	T0109	Radio Communications Equipment and Accessories	4/30/2026
Motorola Solutions	23-FLEET-33791	T0106	Law Enforcement Firearms Equipment and Supplies	5/31/2026
Municipal Emergency Services	17-FLEET-00818	T0790	Firefighter Protective Clothing and Equipment	6/2026
National Highway Products	<u>25-FLEET-116139</u>		Highway Products	8/18/2029

NORTHEAST COMMUNICATIONS	83898	T0109	RADIO COMMUNICATIONS	4/30/2026
Rapid Pump & Meter		Bergen	BC-BID-21-13 - Pump and Meter Repair Services - Catalog – COOP	10/18/2026
SHI International	New Jersey Cooperative Purchasing Alliance	CK-04/ BC Bid 22-24	Computer equipment, software and peripherals	6/1/2026
Tony Sanchez Ltd	83906		T2108 - MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	11/20/2026
WB Mason	ESCNJ 21/22-22	ESCNJ	Office Supplies	1/31/2026
WB Mason	24-COMG-78752	State Contract	T0052 Office Supplies and Recycled Copy Paper Statewide	2/28/2027

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

1. The Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the City is hereby authorized to approve purchases in the aggregate over the bid threshold from the list of approved cooperative contract, through New Jersey State Contracts and/or Purchasing Cooperatives to which the City of Cape May is a member without further action from Council, provided that funds are available to cover the expenditure.
2. Purchase approvals made by the Qualified Purchasing Agent (QPA) by virtue of the adoption of this Resolution shall be subject to the provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and that no amount of any contract shall be in excess of the bid threshold in a single purchase or the aggregate without express individual resolutions authorizing such cooperative purchases by contract number.
3. That the City Clerk shall forward a certified copy of this Resolution to the following:
 - A. Business Administrator;
 - B. Chief Financial Officer;
 - C. Purchasing Agent; and
 - D. Department and Division Heads

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: QPA
CFO
Accounts Payable

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 32-01-2026

**RESOLUTION CONCERNING DEFERRED SCHOOL TAX LEVY –
CITY OF CAPE MAY SCHOOL DISTRICT**

WHEREAS, by Statute, when a municipality raises school taxes on a school year basis, an amount of not more than fifty (50%) percent of the levy may be deferred to the following year; and

WHEREAS, fifty (50%) percent of the school tax levy of the City of Cape May School District is **\$981,293.50**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May, desires to defer school taxes to the Year 2026, in the amount of **\$981,293.50**.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO
Div. of DLGS (1 certified copy)
Cape May City BOE

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 33-01-2026

**RESOLUTION CONCERNING DEFERRED SCHOOL TAX LEVY
CITY OF CAPE MAY –
LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**

WHEREAS, by Statute, when a municipality raises school taxes on a school year basis, an amount of not more than fifty (50%) percent of the levy may be deferred to the following year; and

WHEREAS, fifty (50%) percent of the school tax levy of the Lower Cape May Regional School District is **\$4,278,625.50**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May, desires to defer school taxes to the Year 2026, in the amount of **\$4,278,625.50**.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO
Div. of Local Gov. Services (1 certified copy)
Lower Cape May Regional School District

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 34-01-2026

**RESOLUTION APPROVING THE 2026 CASH MANAGEMENT PLAN
FOR THE CITY OF CAPE MAY**

WHEREAS, N.J.S.A. 40A:5-14 requires the City of Cape May by Resolution passed by a majority of the membership thereof, to adopt a Cash Management Plan; and

WHEREAS, the attached Cash Management Plan will guide the investment of funds of the City of Cape May; and

WHEREAS, the Chief Financial Officer will administer the Plan; and

WHEREAS, the Plan is subject to annual audit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May that the attached Cash Management Plan of the City of Cape May, in the County of Cape May, New Jersey is approved and adopted for the period beginning January 1, 2026 and ending December 31, 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO

ATTACHMENT

CASH MANAGEMENT PLAN OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, NEW JERSEY

I. STATEMENT OF PURPOSE:

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investments ("Permitted Investments") of certain public funds of the City of Cape May, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the City of Cape May:

1. Current Fund
2. Water-Sewer Utility Operating Fund
3. General Capital Fund
4. Water-Sewer Utility Capital Fund
5. General Clearing Account
6. Payroll Account
7. Beach Utility Operating Fund
8. Beach Utility Capital Fund
9. Tourism Utility Fund
10. Master Trust Fund
11. COAH Fund
12. Fire Safety Fund
13. Flexible Spending Account Fund (health benefits)
14. Any fund or account maintained by the City of Cape May not specifically listed in Section "B" below.

B. It is understood that this Plan is not intended to cover certain funds and accounts of the City of Cape May, specifically:

1. Developer Escrow Accounts

C. The Chief Financial Officer shall take steps to avoid custodial credit risk for deposits not covered by the New Jersey Governmental Depository Protection Act (GUDPA) which does not apply to intermingled trust funds such as salary withholdings, bail funds, or funds that may pass to the municipality relative to the happening of a future condition.

III. DESIGNATION OF OFFICIALS OF THE City of Cape May AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the City of Cape May (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the City of Cape May are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORYIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

1. Sturdy Savings Bank
2. New Jersey Cash Management
3. MBIA Municipal Investors Service Corp
4. Any other financial institution located in the State of New Jersey which meets the requirements of the Governmental Unit Deposit Protection Act.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official(s) of the City of Cape May referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official(s) referred to in Section III above.

VI. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government money market mutual funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
6. Local government investment pools;
7. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (C.52:18A-90.4); or
8. Agreements for the repurchase of fully collateralized securities if:
 - a. the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - b. the custody of collateral is transferred to a third party;
 - c. the maturity of the agreement is not more than 30 days;
 - d. the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
 - e. a master repurchase agreement providing for the custody and security of collateral is executed.

For the purpose of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- a. which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- b. the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270-2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- c. which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission

pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- a. which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- b. which is rated in the highest category by a nationally recognized statistical rating organization;
- c. which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270-2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- d. which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, C410 (c.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity, and yield of the investments;
- e. which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- f. which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

B. Notwithstanding the above authorization, the monies on hand in the following funds and accounts shall be further limited as to maturities, specific investments or otherwise as follows:

- 1. Current Fund
- 2. Water-Sewer Utility Operating Fund
- 3. General Capital Fund
- 4. Water-Sewer Utility Capital Fund
- 5. General Clearing Account
- 6. Payroll Account
- 7. Beach Utility Fund

8. Beach Utility Capital Fund
9. Tourism Utility Fund
10. Master Trust Fund
11. COAH Fund
12. Fire Safety Fund
13. Flexible Spending Account Fund (health benefits)
14. Any fund or account maintained by the City of Cape May not specifically excluded.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City of Cape May, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City of Cape May to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the City of Cape May or by a third party custodian prior to or upon the release of the City of Cape May's funds. To assure that all parties with whom the City of Cape May deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official(s).

VIII. REPORTING REQUIREMENTS.

Once a month, during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the City of Cape May a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the City of Cape May as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the City of Cape May.

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, 2026, to December 31, 2026. Attached to this Plan is a resolution of the governing body of the City of Cape May approving this Plan for such period of time. The Plan may be adopted by the Council; the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO 35-01-2026

RESOLUTION APPROVING THE 2026 TEMPORARY BUDGET

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2026 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the date of this Resolution is within the first thirty days of January 2026; and

WHEREAS, the total appropriations of the 2025 Budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance, is the sum of **\$25,911,254** for the Current Fund, **\$7,732,500** for the Water and Sewer Utility Fund, **\$4,312,850** for the Beach Utility Fund and **\$1,600,000** for the Tourism Utility Fund; and

WHEREAS, 26.25% of the total appropriations in the 2025 Budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance in the said 2025 Budget is the sum of **\$6,801,704.24** for the Current Fund; **\$2,029,781.25** for the Water and Sewer Utility Fund, **\$1,132,123.13** for the Beach Utility Fund and **\$420,000.00** for the Tourism Utility Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, in the County of Cape May and State of New Jersey, that the said 2026 Temporary Budget appropriations be made and that a certified copy of this Resolution is transmitted to the Chief Financial Officer.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION 36-01-2026

RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 COUNTY TAXES (FIRST AND SECOND QUARTERS) AND 2025 ADDED TAXES

WHEREAS, the amounts listed on the attached certification are due to Cape May County for 2026 taxes and 2025 added taxes and it is necessary to receive authorization for the payment of bills, and

WHEREAS, payment of County taxes and fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, that the electronic payments to Cape May County for 2026 taxes and 2025 added taxes are hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the following accounts, to satisfy the payment of taxes due.



Lauren Read, CFO

Due 2/15/25:

County and Library Taxes	6-01-55-910-015	\$2,768,394.36
Open Space Tax	6-01-55-910-017	\$140,975.82
County Added Taxes	6-01-55-910-018	\$36,451.52

Due 5/15/25:

County and Library Taxes	6-01-55-910-015	\$2,768,394.36
Open Space Tax	6-01-55-910-017	\$140,975.82

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 37-01-2026

RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 DEBT SERVICE

WHEREAS, the amounts listed on the attached certification are owed for debt service in the current year 2026 on the dates noted and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of annual debt service is remitted through electronic payment; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for debt service payments be made through one annual resolution so that such payments are made in a timely and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, that electronic payments for 2026 debt service are hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO

Resolution: 37-01-2026

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the following accounts, to satisfy the payment of debt service due.



Lauren Read, CFO

Current Fund:	Bond Principal	6-01-45-920-731	Bond Interest	6-01-45-930-735
	2/1/2026	850,000.00	1/15/2026	36,200.00
	7/15/2026	920,000.00	2/1/2026	100,562.50
	9/1/2026	570,000.00	3/1/2026	197,450.00
	9/1/2026	860,000.00	3/1/2026	393,347.50
	10/15/2026	460,000.00	4/15/2026	70,700.00
		3,660,000.00	7/15/2026	36,200.00
			8/1/2026	79,312.50
			9/1/2026	197,450.00
			9/1/2026	414,050.00
			10/15/2026	70,700.00
				1,595,972.50
Water/Sewer:	Bond Principal	6-09-55-740-111	Bond Interest	6-09-55-740-115
	2/1/2026	14,078.06	2/1/2026	6,181.25
	2/1/2026	360,000.00	2/1/2026	41,500.00
	6/15/2026	175,000.00	6/15/2026	97,200.00
	8/1/2026	28,156.13	8/1/2026	6,181.25
	8/1/2026	10,000.00	8/1/2026	32,500.00
		587,234.19	12/15/2026	93,700.00
				277,262.50
Water/Sewer:	Note Interest	6-09-55-740-117		
	9/9/2026	280,560.00		
Beach Capital:	Bond Principal	6-30-45-520-731	Bond Interest	6-30-45-520-735
	2/1/2026	120,000.00	1/15/2026	3,600.00
	7/15/2026	240,000.00	2/1/2026	5,400.00
	9/1/2026	100,000.00	3/1/2026	30,350.00
		460,000.00	7/15/2026	3,600.00
			8/1/2026	2,400.00
			9/1/2026	30,350.00
				75,700.00

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 38-01-2026

**RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 ANIMAL
SHELTER PAYMENTS TO CAPE MAY COUNTY**

WHEREAS, the amounts listed on the attached certification are due to Cape May County for 2026 Animal shelter fees and annual spay/neuter fees and it is necessary to receive authorization for the payment of bills, and

WHEREAS, payment of County taxes and fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, that the electronic payments to Cape May County for the animal shelter are hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CFO

Resolution: 38-01-2026

Amount: \$12,744.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-25-240-333 account, to satisfy the payment to Cape May County for the animal shelter and annual spay/neuter fees.



Lauren Read, CFO

\$2,498.00	due 2/15/2026	Annual Spay/Neuter fees
\$2,561.50	due 2/15/2026	1 st Qtr Shelter fees
\$2,561.50	due 5/15/2026	2 nd Qtr Shelter fees
\$2,561.50	due 8/15/2026	3 rd Qtr Shelter fees
\$2,561.50	due 11/15/2026	4 th Qtr Shelter fees

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 39-01-2026

**RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 PENSION
AMOUNTS DUE APRIL 1, 2026**

WHEREAS, the amounts listed below are due to New Jersey Pensions and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

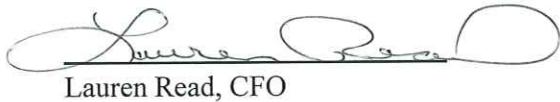
Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
Mullock						

cc: CFO

Resolution: 39-01-2026
Authorizing Electronic Payment for PERS, PFRS

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from budget accounts 6-01-36-471-301 and 6-01-36-475-305, to satisfy the annual employers share of pension payments due for PERS and PFRS.



Lauren Read, CFO

PERS: 6-01-36-471-301 \$754,448.00

PFRS: 6-01-36-475-305 \$1,340,693.00

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 40-01-2026

RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 SCHOOL TAXES TO LOWER CAPE MAY REGIONAL BOARD OF EDUCATION

WHEREAS, the amounts listed on the attached certification are due to Lower Cape May Regional Board of Education for regional school taxes and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of school taxes may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, that the electronic payments to Lower Cape May Regional Board of Education for 2026 regional school taxes are hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
Mullock						

Resolution: 40-01-2026

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-55-910-013 account, to satisfy the payment to Lower Cape Regional Board of Education for regional school taxes due.



Lauren Read

Lauren Read, CFO

Lower Cape May Regional School Taxes Due:

1/15/25	\$855,725.10
2/15/25	\$855,725.10
3/15/25	\$855,725.10
4/15/25	\$855,725.10
5/15/25	\$855,725.10

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 41-01-2026

**RESOLUTION AUTHORIZING ELECTRONIC PAYMENT OF 2026 LOCAL
SCHOOL TAXES TO CAPE MAY BOARD OF EDUCATION**

WHEREAS, the amounts listed on the attached certification are due to Cape May Board of Education for local school taxes and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of school taxes may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, that the electronic payments to Cape May Board of Education for 2026 local school taxes are hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
Mullock						

cc: CFO

Resolution: 41-01-2026

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-55-910-011 account, to satisfy the payment to Cape May Board of Education for local school taxes due.



Lauren Read, CFO

Cape May Local School Taxes Due

1/15/25	\$163,549.00
2/15/25	\$163,549.00
3/15/25	\$163,549.00
4/15/25	\$163,549.00
5/15/25	\$163,549.00
6/15/25	\$163,549.00

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 42-01-2026

**RESOLUTION DESIGNATING CAPE REGIONAL URGENT CARE AS THE
OFFICIAL PHYSICIAN FOR THE CITY OF CAPE MAY AND AUTHORIZING A
ONE- YEAR CONTRACT THEREFOR**

WHEREAS, it is necessary from time to time to send a City employee or potential City employee to a physician; and

WHEREAS, the City Council of the City of Cape May desires to designate the official City of Cape May physician.

NOW, THEREFORE, BE IT RESOLVED, that the following is hereby designated as the official physician to be used for all Cape May City employees referred by the City of Cape May:

Cape Regional Urgent Care
406 West Rio Grande Ave
Wildwood, NJ 08260

AND BE IT RESOLVED, that the City is hereby authorized to enter into a professional services contract, in the form attached hereto, with Cape Regional Urgent Care for provision of medical services to the employees and agents of the City of Cape May.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: All Departments
Union Representatives
Cape Regional Urgent Care
ACMJIF

Employer Paid Services (EPS) Pricing Updated 7/14/25

EXAMS

Basic Physical (ex. pre-employment, annual, eval for substance abuse, Fire, Police)	\$60
Comprehensive Physical (ex. Coast Guard)	\$80
Sick / injury visit	Starting at \$150
Exam for medication injection	\$80
OSHA Respirator Clearance (same day OSHA questionnaire review, physical, PFT and EKG)	\$195

TESTING / SCREENING

Questionnaire review	\$40
TB skin test	\$40
Chest Xray 1 view	\$65
Chest Xray 2 views	\$125
Lumbar Xray	\$125
EKG	\$65
Pulmonary Function test	\$70
Respirator Fit Test, qualitative (N95)	\$50
Urine Drug Screen (12 panel rapid, POC – no COC)	\$45
Urinalysis (rapid POC)	\$34
Saliva Alcohol Screening Rapid Test (DOT + non-DOT)	\$25
COVID Rapid Antigen Test	\$85
COVID Rapid Antigen + Flu combo test	\$100
Visual Acuity Screen	\$15
Color Vision Screen (Ishihara)	\$15
Auditory Screen (Whisper Test)	\$15
Blood Pressure Check	\$10

VACCINES

Hepatitis B vaccine	\$125 each	(Series of 3 doses given at 0, 1 and 6 months)
Flu Vaccine (up to 65 yrs old)	\$40	
Flu vaccine high dose (65 yrs and older)	\$77	
Tdap vaccine	\$80	
TD vaccine	\$50	

LABWORK – send out

Urine Drug Screen (COC DOT + non-DOT)	\$65	(includes specimen handling)
Urine Drug Screen collection only (COC DOT + non-DOT)	\$30	(employer has their own lab account)
Blood collection only	\$30	(employer has their own lab account)
COVID PCR send out	\$150	(includes specimen handling)

Specimen Handling fee \$30 PLUS the following fee for tests:

Lipid Panel	\$9		
Uric Acid	\$9		
Glucose	\$6	TSH + Free T4	\$21
CBC w/ diff	\$8	Lipoprotein (a) blood	\$26
MMR Immunity (Measles + Mumps + Rubella)	\$52	LDH lactic acid dehydrogenase	\$6
Varicella-Zoster Ab	\$22	Heavy metals profile II, blood	\$150
QuantiFeron Gold Plus	\$85		
Lyme antibody / line blot reflex	\$93		
Routine Urinalysis	\$6		
HIV AG / AB with reflex	\$52		
Hepatitis B Surface Ab	\$18		
Hepatitis B Surface AG	\$15		
Hepatitis A antibody	\$18		
Hepatitis C AB	\$15		
Exposure Testing (HIV + HCAb + HBsAb)	\$85		
Lead level (includes zinc)	\$27		
PSA level	\$14		

Resolution: 42-01-2026

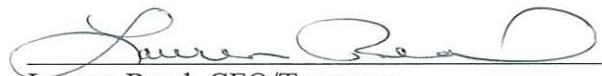
Designating Cape Regional Urgent Care as Official City Physician

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund; Water/Sewer Utility; Beach Utility; Tourism Utility.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to various accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

AGREEMENT FOR OCCUPATIONAL MEDICAL SERVICES

This Agreement is made this 6th day of January 2026, between the City of Cape May, a New Jersey municipal corporation with offices at 643 Washington Street, Cape May, NJ 08240 (“City”); and Cape Regional Urgent Care, with offices at 406 West Rio Grande Avenue, Wildwood, NJ 08260 (“Cape Regional”).

A. Cape Regional is a professional services entity organized under the law of the state of New Jersey that practices medicine through duly licensed physicians.

B. Cape Regional provides occupational medical services.

C. The City wishes to engage Cape Regional to provide occupational medical services to the City employees.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. The term of this Agreement shall be for one year, from January 1, 2026, through December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization. Notwithstanding this provision, the Agreement may be terminated pursuant to paragraph 6 below.

2. The services to be provided by Cape Regional are set forth in the attached Exhibit A.

3. As consideration for the services rendered by Cape Regional to the City, the City shall pay Cape Regional consideration as set forth on the attached Exhibit A. All payments should be mailed to Cape Regional at 406 West Rio Grande Avenue, Wildwood, NJ 08260.

4. Except as required by law or by those agencies regulating Cape Regional, Cape Regional shall maintain strict confidentiality of all information acquired in performance of its obligations under this Agreement.

5. The obligations of Cape Regional under this agreement may be assigned to an entity affiliated with or related to Cape Regional with the City’s consent, which shall not be unreasonably withheld.

6. Either party may terminate this Agreement for cause upon 30 days’ prior written notice of material breach, including non-payment of compensation. The breaching party has the 30-day notice period to cure any breach.

7. This Agreement contains the entire agreement between the parties. It may be amended only by a writing signed by both parties. The Agreement shall be governed by New Jersey law.

8. Notices or communications required or permitted under this Agreement shall be delivered by certified mail as follows:

To Cape Regional:

Cape Regional Urgent Care
406 West Rio Grande Avenue
Wildwood, NJ 08260

To City of Cape May:

Erin C. Burke, City Clerk
643 Washington Street
Cape May, NJ 08240

IN WITNESS WHEREOF, the parties have executed this Agreement on the above-written date.

WITNESS:

Cape Regional Urgent Care

By:

City of Cape May

Erin C. Burke, City Clerk

By: Zachary Mullock, Mayor

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 43-01-2026

**RESOLUTION AUTHORIZING THE APPOINTMENT OF PAUL J. BALDINI, ESQUIRE,
AS CONFLICT COUNSEL FOR THE CITY OF CAPE MAY**

WHEREAS, from time to time, a matter may arise as to which the City's appointed solicitor may have a conflict that prohibits acting or appearing on the City's behalf; and

WHEREAS, the existence of such a conflict would require the appointment of conflict counsel to provide representation to the City; and

WHEREAS, the Cape May City Council deems it appropriate to appoint conflict counsel to be available to represent the City in cases where such a conflict exists; and

WHEREAS, Paul J. Baldini, Esquire, is an experienced municipal solicitor, and who has acted as the City's conflict counsel on several occasions in the past; and

WHEREAS, the City Council has considered the matter and believes that Paul J. Baldini, Esquire, should be appointed as the City's conflict counsel;

NOW, THEREFORE, be it resolved by the City Council of the City of Cape May as follows:

1. The averments of the preamble are incorporated by reference.
2. Paul J. Baldini, Esquire, 4413 New Jersey Avenue, Wildwood, New Jersey, is hereby appointed conflict counsel for the City of Cape May, with respect to those matters in which the City Solicitor has a disqualifying conflict.
3. Mr. Baldini shall be reimbursed at an hourly rate of \$185.00, which is the current hourly rate for the City Solicitor.
4. On behalf of the City, the mayor and clerk are authorized to enter into a contract with Mr. Baldini for his services as conflict counsel, on the terms described above.
5. This resolution shall take effect immediately according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City Solicitor
 Paul J. Baldini, Esq.
 City Manager

Resolution 43-01-2026

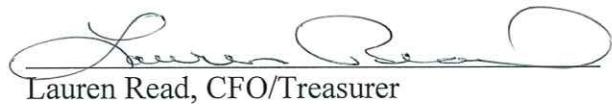
Appointment of Conflict Counsel: Paul J. Baldini, Esq.

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund; Water/Sewer Utility; Beach Utility.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-30-20-155-227, 6-09-55-110/200-227 and 6-30-20-155-227 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY
CONTRACT FOR PROFESSIONAL SERVICES

RE: CITY OF CAPE MAY CONFLICT SOLICITOR – 2026

THIS AGREEMENT made as of the _____ day of _____, _____ by and between:

THE CITY OF CAPE MAY, a municipal corporation of the State of New Jersey, hereinafter referred to as "CITY"; and

PAUL J. BALDINI, ESQUIRE, attorney at law of the State of New Jersey, having an office at 4413 New Jersey Avenue, Wildwood, New Jersey, hereafter referred to as "Conflict Counsel."

WITNESSETH:

WHEREAS, pursuant to Resolution _____ adopted by the City Council on _____, _____, PAUL J. BALDINI, ESQUIRE, was appointed Conflict Counsel for the CITY OF CAPE MAY; WHEREAS, said appointment was made without competitive bidding in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey which nevertheless requires the execution of a written contract;

WHEREAS, the Chief Financial Officer of the CITY OF CAPE MAY has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year.

NOW, THEREFORE, it is agreed as follows:

1. APPOINTMENT; TERM; TERMINATION.

1.1. The CITY OF CAPE MAY does hereby retain and employ PAUL J. BALDINI, Esquire, in the capacity of Conflict Counsel.

1.2. The term of said appointment shall be until December 31, 2026.

1.3. Either party may terminate this contract on thirty (30) days notice.

2. DUTIES.

2.1. Conflict Counsel shall provide legal advice and assistance to the City as required in connection with any matter in which the appointed City Solicitor has a disqualifying conflict. Counsel shall render legal research and advice as requested on all issues that arise out of such matters.

2.2. In addition to the hourly rate for his services for the work described in Paragraph 3 below, CITY OF CAPE MAY shall reimburse Conflict Counsel for any customary and proper out-of-pocket costs incurred in connection with his services. Such costs shall include, but are not limited to, filing fees, court costs, subpoena costs and long-distance telephone costs. Reimbursement for any such costs shall only be upon presentation and approval of a properly submitted voucher.

2.3. The Conflict Counsel shall perform such further and additional duties as may be necessitated and required and as authorized by the CITY OF CAPE MAY.

3. PAYMENT FOR PROFESSIONAL SERVICES.

3.1. The CITY OF CAPE MAY agrees to compensate Conflict Counsel at the rate of \$185.00 per hour for any services performed under Paragraph 2 of this contract.

3.2. Payment for professional services shall not exceed the amount of annual budgetary appropriation provided in the current municipal budget as may be modified by transfers between line items as permitted by the Local Budget Law of the State of New Jersey of the amount appropriated in any special appropriation or bond ordinance.

3.3. Method of Payment: Payment for all legal services shall be by the municipality upon the submission of a properly executed voucher specifying the service provided and the fees charged. Such voucher shall be processed for payment by the municipality in the normal course of business.

3.4. Payments for legal services vouchered under Paragraph 2 shall be made directly to the Conflict Counsel and no deduction shall be made for State or Federal taxes or other payroll deductions.

4. SOLICITOR AS INDEPENDENT CONTRACTOR.

4.1. The Conflict Counsel is required to provide professional legal services to or on behalf of the CITY OF CAPE MAY in accordance with this Professional Services Contract. In performing such services, the Conflict Counsel is a member of a recognized profession which is regulated by the State of New Jersey. In the rendering of such services, the Conflict Counsel is an independent contractor and an officer and official of the municipality, but shall not be deemed to be an employee of the municipality.

5. AFFIRMATIVE ACTION COMPLIANCE.

5.1. Conflict Counsel agrees and represents that he maintains an office for the practice of law which has fewer than fifty (50) employees.

5.2. Conflict Counsel agrees that in the event the work force in his law firm increases to fifty (50) or more employees, that he will contact the State Affirmative Action Office and comply in all respects with the requirements thereof including the completion and filing of an "Employee Information Report."

5.3. The parties agree to incorporate into this Contract the mandatory language of sub-section 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully with the terms, provisions and obligations of said sub-section 3.4(a) provided that said sub-section shall be applied subject to the terms of sub-section 3.4(d) of said Regulations.

The parties to this Contract agree to incorporate into this Contract the mandatory language of

sub-section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully with the terms, provisions and obligations of said subsection 5.3.

5.4. Attached hereto as Exhibit "A" is an Affirmative Action Affidavit executed by the Conflict Counsel in accordance with the requirements of P.L. 1975, c. 127.

6. **POLITICAL CONTRIBUTION DISCLOSURE.**

This contract has been awarded to Counsel based on the merits and abilities of Counsel 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 Conflict Counsel, its subsidiaries, assigns or principals controlling in excess of 10% of the company has not in the year preceding, made, and during the term of the contract will not make, 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 to any political party committee in the CITY OF CAPE MAY if a member of that political party is serving in an elective public office of the CITY OF CAPE MAY when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the CITY OF CAPE MAY when the contract is awarded.

7. **CONTROLLING LAW.**

7.1. This contract shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and the CITY OF CAPE MAY executes this Contract pursuant to a Resolution adopted by the City Council of the CITY OF CAPE MAY on the day and year first above written.

ATTEST:

THE CITY OF CAPE MAY

Erin C. Burke, City Clerk

By: _____, Mayor



By: Paul J. Baldini, Esquire

Conflict Counsel

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 44-01-2026

**RESOLUTION FOR APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER AND
AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES CONTRACT
FOR SAME – MICHAEL A. SORENSEN, ESQUIRE**

WHEREAS, it is necessary to appoint an Attorney at Law to the position of Municipal Public Defender, for the City of Cape May;

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is awarded without competitive bids as a Professional Services Contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because it involves services rendered or performed by a person authorized and regulated by law to practice a recognized profession, and they require a high degree of trust and confidence in the individual providing the services and, in fact, may require the creation of a confidential or fiduciary relationship between the individual and the City.

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

1. **Michael A. Sorensen, Esquire**, is hereby appointed as the **Cape May Municipal Public Defender** and that a professional services contract with **Michael A. Sorensen, Esquire, 29 Orbit Drive, Cape May Court House, NJ 08210**, for a period of one (1) year commencing January 1, 2026 and terminating December 31, 2026, in the form attached hereto as EXHIBIT A, is hereby approved.

2. The Mayor and Clerk are hereby authorized and directed to execute the Contract on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

3. The Contract has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

4. This Resolution is contingent upon the Contract being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

5. The Business Entity Disclosure Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

6. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Court
Police Dept
Michael A. Sorensen, Esquire
Accounts Payable

Resolution 44-01-2026

Appointment of Public Defender: Michael A. Sorenson, Esq.

Amount: \$7,500.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-43-495-227 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

CONTRACT FOR SERVICES OF PUBLIC DEFENDER

THIS AGREEMENT, made this 6th day of January, 2026, by and between THE CITY OF CAPE MAY, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City"), and MICHAEL A. SORENSEN, ESQUIRE, whose office is located at 29 Orbit Drive, Cape May Court House, NJ 08210, (hereinafter referred to as "Public Defender").

WITNESSETH:

WHEREAS, there is a need within the City of Cape May to appoint a Municipal Public Defender; and

WHEREAS Michael A. Sorensen, Esquire, was appointed Public Defender pursuant to Resolution No. 44-01-2026 adopted January 6, 2026; and

WHEREAS, said appointment was made without competition bidding as a professional service; and

WHEREAS, the Treasurer's Office has certified the availability of funds for this purpose.

NOW, THEREFORE, it is agreed as follows:

1. APPOINTMENTS: The City does hereby retain and employ Michael A. Sorensen, Esquire, as Municipal Public Defender for the City of Cape May for the term hereinafter specified.

2. TERM: The term of this appointment shall be for a period of one (1) year commencing January 1, 2026 and terminating December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. COMPENSATION: METHOD OF PAYMENT: In consideration for the services to be provided as Municipal Public Defender, the City agrees to pay to the Public Defender the sum of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS per year. The Public Defender shall submit vouchers on a monthly basis in the amount of SIX HUNDRED AND TWENTY-FIVE (\$625.00) DOLLARS per month. The Public Defender shall be deemed an independent contractor and shall not be deemed an employee of the City. The City shall make no payroll deduction for Federal of State Income Tax Withholding, FICA, pension or any deduction.

4. AFFIRMATIVE ACTION COMPLIANCE: During the performance of this Agreement, Public Defender agrees to abide by all applicable Department of the Treasury Affirmative Action Rules set forth at N.J.A.C. 17:27-3.1 et seq. as follows:

(a) Public Defender will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Public Defender will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Public Defender agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) Public Defender will, in all solicitations or advertisements for employees placed by or on behalf of the Public Defender, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

(h) *Public Defender shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.*

IN WITNESS WHEREOF, the City has caused this instrument to be duly executed by its proper officers and has caused its seal to be hereto affixed, and the Public Defender has caused these presents to be duly executed on the date hereinafter indicated.

ATTEST:

Erin C. Burke, City Clerk

THE CITY OF CAPE MAY

BY: _____
Zachary Mullock, Mayor

WITNESS:

PUBLIC DEFENDER:

MICHAEL A. SORENSEN, ESQUIRE

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 45-01-2026

**RESOLUTION FOR APPOINTMENT OF MUNICIPAL PROSECUTOR AND
AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES CONTRACT FOR
SAME – KYLE D. WEINBERG, ESQUIRE**

WHEREAS, it is necessary to appoint an Attorney at Law to the position of Municipal Prosecutor, for the City of Cape May; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of a Contract for Professional services (the “Contract”) without competitive bids and the Contract itself must be available for public inspection; and

WHEREAS, this Contract is awarded without competitive bids as a Professional Services Contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because it involves services rendered or performed by a person authorized and regulated by law to practice a recognized profession, and they require a high degree of trust and confidence in the individual providing the services and, in fact, may require the creation of a confidential or fiduciary relationship between the individual and the City.

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

1. **Kyle D. Weinberg, Esquire**, is hereby appointed as the Cape May Municipal Prosecutor and that a professional services contract with Kyle D. Weinberg, Esquire, with an address of Blaney, Donohue, & Weinberg, P.C., 2123 Dune Drive, Suite 11, Avalon, New Jersey 08202, for a period of one (1) year commencing January 1st , 2026 and terminating December 31, 2026, in the form attached hereto as EXHIBIT A, is hereby approved.

1. The Mayor and City Clerk are hereby authorized and directed to execute the Contract on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

2. The Contract has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

3. This Resolution is contingent upon the Contract being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

4. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

5. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Cape May City Municipal Court
 Weinberg
 PD

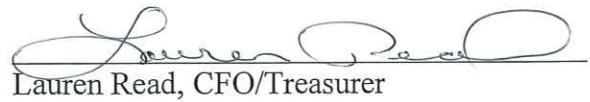
Resolution 45-01-2026

Appointment of Municipal Prosecutor: Kyle D. Weinberg, Esq.

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund to satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-20-155-227 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

**CITY OF CAPE MAY CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL PROSECUTOR**

This Agreement is made as of the 6th day of January 2026, between the City of Cape May, a municipal corporation of the State of New Jersey, and Kyle D. Weinberg, Esq., an attorney at law of the State of New Jersey, with an office address of Blaney, Donohue & Weinberg, P.C., 2123 Dune Drive, Suite 11, Avalon NJ 08202.

WHEREAS, pursuant to Resolution 45-01-2026, adopted on January 6, 2026, the City Council appointed Kyle D. Weinberg as Prosecutor for the City of Cape May; and

WHEREAS, that appointment was made without competitive bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5; and

WHEREAS, Weinberg's appointment was based, in part, on his submission of a proposal for the performance of prosecutorial services, which proposal, dated November 12, 2024, is incorporated into this Agreement; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for the purposes of this contract through an adequate appropriation in the municipal budget for the current year,

NOW, THEREFORE, be it agreed as follows:

1. **APPOINTMENT AND TERM.**

The City hereby retains and employs Kyle D. Weinberg, Esq., as its Municipal Prosecutor. The term of this appointment shall be for one year, commencing January 1, 2026 and terminating December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services

herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

This Agreement may be extended upon the written execution thereof by all parties.

2. DUTIES.

Weinberg shall provide the legal duties and provide the legal services required by the City relating to prosecuting in the Cape May Municipal Court. He shall perform such additional duties as may be needed and as authorized by City Council.

3. PAYMENT FOR PROFESSIONAL SERVICES.

The City shall compensate Weinberg at the rate of \$150.00 per appearance and an additional \$120.00 per hour for each hour of prosecution during each appearance by Weinberg or other qualified attorneys in Weinberg's office. All work outside of regular or special court appearances will be billed and paid at \$100.00 per hours. Payment for professional services shall not exceed the annual budgeted amount for prosecutorial services, as modified by permitted transfers or special appropriations.

Payment for all legal services shall be by the City upon submission of a properly executed voucher specifying the services provided and the fees charged. The City shall process that voucher for payment in the normal course of business. Payment shall be made directly to the prosecutor and no deduction shall be made for state or federal taxes or other payroll deductions.

4. PROSECUTOR AS INDEPENDENT CONTRACTOR.

Weinberg is a member of a recognized profession, regulated by the state. He shall provide the City with professional legal services in accordance with this contract. In performing these services, Weinberg is an independent contractor and an officer of the municipality but shall not be deemed and employee of the City.

Weinberg shall be allotted office space for the sole purpose of handling City matter and shall only use the address of that space or his home office address for all mail related to City matters. He shall use a secure email address for email related to City matters.

Weinberg shall satisfy all requirements for maintaining a legal practice in New Jersey, including maintaining a trust account, a business account, and malpractice insurance. Weinberg shall comply with all representations made in his November 12, 2024, proposal to the City.

5. AFFIRMATIVE ACTION/REGULATORY COMPLIANCE.

Weinberg represents and agrees that he maintains an office for the practice of law which has fewer than 50 employees. He agrees that should the work force in his office increases to 50 or more employees, he will notify the state Affirmative Action Office and comply with all requirements thereof.

The parties hereby incorporate into this Agreement the mandatory language of subsections 3.4(a) and 5.3 of the regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. These provisions are attached to this Agreement as Exhibit A.

Attached as Exhibit B is an Affirmative Action Affidavit executed by Weinberg pursuant to P.L. 1975, c.127.

Attached as Exhibit C is a Political Contribution Disclosure Form executed by Weinberg pursuant to N.J.S.A. 19:44A-20.26.

6. CONTROLLING LAW.

This Agreement shall be construed in accordance with New Jersey law.

7. PAY-TO-PLAY.

This Contract has been awarded to Kyle D. Weinberg, Esq., based on his merits and ability to provide the goods and services described. This Contract was not awarded through a “fair and open” process pursuant to N.J.S.A. 10:44A-20.5. Accordingly, Weinberg attests that he, his subsidiaries, assigns or principals controlling more than 10% of his practice has neither made a reportable contribution, pursuant to N.J.S.A. 19:44A-8 or -16, in the year preceding the award of this Contract that would affect his eligibility to perform the Contract nor will he make a reportable contribution during the term of the Contract to any political party or candidate committee in the municipality if a member of that political party or object of such committee is serving in an elective public office of the municipality when the contract is awarded.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year below written.

ATTEST:

THE CITY OF CAPE MAY

Erin C. Burke, City Clerk

Zachary Mullock, Mayor

WITNESS:

MUNICIPAL PROSECUTOR

Kyle D. Weinberg, Esq.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 46-01-2026

**RESOLUTION APPROVING APPOINTMENT OF ARCHER & GREINER, P.C. AS
CAPE MAY CITY BOND COUNSEL AND AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR SAME**

WHEREAS, there exists a need for specialized legal services in connection with the authorization and the issuance of bonds or notes of the City of Cape May (the "City") in the County of Cape May, State of New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, such special legal services can be provided only by a recognized Bond Counsel firm, and the law firm of **Archer & Greiner**, located at 1 Centennial Square, Haddonfield, New Jersey 08033, is so recognized by the financial community; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is awarded, without competitive bids as a professional services contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because it involves services rendered or performed by a person authorized and regulated by law to practice a recognized profession, and they require a high degree of trust and confidence in the individual providing the services and, in fact, may require the creation of a confidential or fiduciary relationship between the individual and the City.

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

1. Archer & Greiner is hereby appointed as the Cape May City Bond Counsel for the calendar year 2026 and that a professional services contract with Archer & Greiner, located at 1 Centennial Square, Haddonfield, New Jersey 08033, to represent the City of Cape May in connection with the authorization and the issuance of bonds or notes by the City in accordance with an Agreement dated as of January 6, 2026 and submitted to the City, in the form attached hereto as EXHIBIT A, is hereby approved.

2. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

5. This resolution is contingent upon the Agreement being executed by the Mayor and City Clerk within thirty (30) days from the date of this resolution.

6. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

7. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

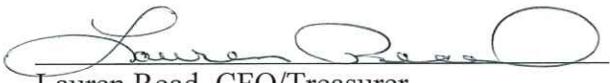
cc: Bond Counsel
City Manager
CFO

Resolution 46-01-2026
Appointment of Bond Counsel: Archer & Greiner, PC
Amount: Not-to-exceed \$30,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund, General Capital Fund, Water Sewer Capital Fund and Beach Utility Capital Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to Various Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

**BOND COUNSEL SERVICES
AGREEMENT**

THIS AGREEMENT, made as of this day of January, 2026, between the CITY OF CAPE MAY, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and ARCHER & GREINER P.C., Attorneys at Law with offices 10 Highway 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The City desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The City desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

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

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

 C. When the City determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

 D. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an

approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitration regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the City, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the City.

3. The City will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$450 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,200.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$.50 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a bond issue providing the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$195 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the City, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the City through an Improvement Authority, NJIB, USDA or any other legal services the City wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City.

I. Irrespective of the fees outlined above, the fees under this service agreement shall not exceed \$30,000.

J. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the CITY OF CAPE MAY has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF CAPE MAY

ATTEST:

BY: _____

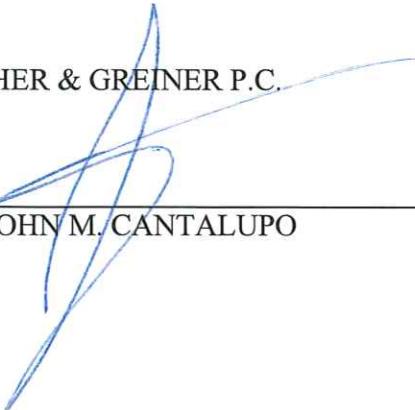
Authorized Officer

City Clerk

ARCHER & GREINER P.C.

BY: _____

JOHN M. CANTALUPO

A handwritten signature in blue ink, appearing to read "JOHN M. CANTALUPO", is written over a blue line that extends from the "JOHN M. CANTALUPO" text. The signature is fluid and cursive.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 47-01-2026

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR PROFESSIONAL SERVICES WITH BROWN & CONNERY, LLP
FOR LABOR COUNSEL SERVICES**

WHEREAS, the City of Cape May (the “City”) desires to appoint **Brown & Connery, LLP** as special counsel to assist the City in connection with collective bargaining negotiations with its employees who are covered under collective bargaining agreements and other related matters as assigned from time to time (the “Project”);

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of a contract for professional services without competitive bids and the contact itself must be available for public inspection.

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

1. The City Council of the City of Cape May hereby approves a professional services agreement with Brown & Connery, LLP, with **Michael J. Watson**, as the attorney assigned to the Project and person responsible for all services rendered in connection therewith, in the form attached hereto as EXHIBIT A, and by this reference made a part hereof.

2. The Mayor and Clerk are hereby authorized and directed to execute the contract on behalf of the City, and to take any and all other actions necessary to effectuate the purposes thereof.

3. The contract has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

4. This resolution is contingent upon the contract being executed by the Mayor and City Clerk within thirty (30) days from the date of this resolution.

5. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

6. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Cc: CFO
 Labor Counsel
 Manager/HR

Resolution 47-01-2026

Appointment of Labor Counsel: Brown & Connery, LLP

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund, Water/Sewer Utility and Beach Utility.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-30-20-155-227, 6-09-55-110/200-227 and 6-30-20-155-227 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

2026

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of January, 2026 by and between the **CITY OF CAPE MAY**, a municipal corporation of the State of New Jersey, having its principal offices located at 643 Washington St, Cape May, NJ 08204 (hereinafter referred to as "**CAPE MAY**") and **Brown & Connery, LLP**, 360 Haddon Avenue, Westmont, NJ 08108.

WITNESSETH:

WHEREAS, **CAPE MAY** requires professional services in connection with labor related issues during the calendar year 2026; and

WHEREAS, **CAPE MAY** has adopted a Resolution authorizing the award of a Contract for said professional services appointing **Brown & Connery, LLP** as special counsel for this purpose as permitted by N.J.S.A. 40A:11-5(1)(a).

NOW, THEREFORE, IT IS AGREED between the **CAPE MAY** and **Brown & Connery, LLP**, as follows:

1. **CAPE MAY** hereby appoints **Brown & Connery, LLP** as special counsel for labor and employment matters.
2. **Brown & Connery, LLP** hereby accepts said appointment for the term of January 1, 2026 through December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. **Brown & Connery, LLP** agrees to represent **CAPE MAY** as specifically requested and authorized by **CAPE MAY** with regard to such matters.

4. **CAPE MAY** will compensate **Brown & Connery, LLP** at the rate of \$200.00 per hour for attorneys, \$110.00 per hour for paralegals and law clerks, and \$125.00 per hour for technology assistants, plus out-of-pocket disbursements. **Brown & Connery, LLP** agrees to prepare and submit on a monthly basis a detailed itemized statement reflecting the date, nature and scope of legal services rendered. Disbursements for photocopying, facsimile charges, etc., will likewise be itemized and submitted for payment. **Michael J. Watson** shall be designated as lead counsel.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.

ATTEST:

Erin C. Burke, City Clerk

**CAPE MAY, a municipal corporation
of the State of New Jersey**

By: _____
Zachary Mullock, Mayor

WITNESS:

Brown & Connery, LLP

By: _____
Michael J. Watson, Esquire

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 48-01-2026

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
SPECIAL PROJECT ENGINEER – ENGINEERING DESIGN ASSOCIATES, P.A.**

WHEREAS, the City of Cape May (the “City”) desires to appoint **Engineering Design Associates, P.A. (EDA)** as a Special Project Engineer (“Special Project Engineer”) for a term ending December 31, 2026 (the “Term”) pursuant to Section 10-84 of the Cape May City Code (“Code”); and

WHEREAS, in connection therewith the City also desires to award a professional services agreement to the Special Project Engineer for the term beginning January 1, 2026 and ending December 31, 2026 (the “New Term”); and

WHEREAS, the duties of the Special Project Engineer shall include services relating to ongoing park and other capital projects and routine engineering services within EDA’s areas of expertise as may be required and assigned from time to time by the City Manager; and

WHEREAS, the Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, Engineering Design Associates, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Engineering Design Associates, P.A. has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit Engineering Design Associates, P.A. from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council appoints Engineering Design Associates, P.A. as a Special Project Engineer and hereby awards the Agreement covering such appointment for the period January 1, 2026 and ending December 31, 2026 as set forth on EXHIBIT A.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

5. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

6. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: EDA
CFO
Accounts Payable
City Engineer

Resolution 48-01-2026

Appointment of Special Project Engineer: EDA

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund, Beach Utility, Water/Sewer Utility, General Capital Fund, Beach Capital Fund, Water Sewer Capital Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to Various Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made this 6th day of January, 2026, by and between THE CITY OF CAPE MAY, a municipal corporation with offices located at 643 Washington Street, Cape May, New Jersey 08204 (hereinafter referred to as the “City”) and Engineering Design Associates, P.A. located at 5 Cambridge Drive, Ocean View, NJ 08230 (hereinafter referred to as the “Engineer”).

WITNESSETH:

WHEREAS, pursuant to Cape May City Resolution No. 48-01-2026 (the “Approving Resolution”), City Council of the City of Cape May (the “City Council”) has appointed the Engineer as a municipal engineer to perform various Engineering Services, as defined in the Approving Resolution the terms and conditions of which are incorporated herein by this reference;

WHEREAS, also pursuant to Resolution No. 48-01-2026, the City Council has authorized the execution of this Agreement subject to the terms and conditions set forth therein and herein; and

WHEREAS, the Engineer desires to perform the duties required to complete various Engineering Services, as defined in the Approving Resolution, for the City.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF SERVICES.

The Engineer shall perform the Engineering Services for the City in accordance with and as defined in the Approving Resolution, which are specifically defined as all basic and routine engineering services as may be required and assigned from time to time by the City Manager.

2. COMPENSATION.

The specific terms and conditions together with the fee schedule and method of compensation are more specifically set forth on the proposal submitted by the Engineer, a copy of which is attached hereto as EXHIBIT A-1 and by this reference made a part hereof (the “Proposal”). To the extent there are any inconsistencies between the Proposal and the terms and conditions of this Agreement, this Agreement shall control.

3. TERM.

This Agreement shall commence on January 1, 2026 and shall continue until December 31, 2026 (“Term”). In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at

reorganization. During the Term of this Agreement, the City may, with or without cause, terminate this Agreement upon thirty (30) days advance written notice to the Engineer and after Resolution of the City Council authorizing the same. Upon termination of this Agreement, the City may authorize the Engineer to complete projects that are in progress and, if so authorized, the Engineer shall be required to complete such projects in accordance with the terms and conditions of this Agreement. With respect to any projects that the City Council does not authorize the Engineer to complete, as well as with respect to all completed projects, the Engineer shall be required to furnish to the City or its designee all files, plans, maps, work product and any other relevant materials pertaining to such projects and the City reserves the right to withhold any further payment to the Engineer until such items are delivered to the City.

4. LEAD ENGINEER.

Vincent C. Orlando, LLA, PE, PP, CME, shall at all times be designated by the Engineer as the “lead engineer” assigned to the City and shall be responsible for the supervision and oversight, and shall have a working knowledge of all Engineering Services being furnished under this Agreement. The lead engineer shall not be changed without the approval of the City Council.

5. AFFIRMATIVE ACTION.

During the performance of this Agreement, Engineer agrees to abide by all applicable Department of the Treasury Affirmative Action Rules set forth at N.J.A.C. 17:27-3.1 et seq. as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Engineer will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

(c) Engineer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of Engineer’s commitments under applicable law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Engineer agrees to comply with the regulations promulgated by the

Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) Engineer agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(f) Engineer agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) Engineer agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

(h) Engineer shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

6. STATUS OF ENGINEER.

The parties acknowledge that Engineer is an independent contractor and not an employee of the City. All of the engineering services shall be provided under this Agreement, which is a professional services agreement adopted pursuant to New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. The Engineer shall not be entitled to receive any benefits afforded by the City to its employees and the City shall not be responsible for withholding any federal or state income taxes or making any unemployment or disability contributions on behalf of the Engineer.

7. NOTICES.

Notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or by recognized overnight courier or by certified or registered mail, postage prepaid, return receipt requested, or by facsimile, or e-mail, addressed as follows, or if notice of a different address (or facsimile telephone number) has been given, to such different address (or facsimile telephone number):

(a) To City:

The City of Cape May
643 Washington Street
Cape May, New Jersey 08204

With a copy to:

City Solicitor
Christopher Gillin-Schwartz, Esq.
Gillin-Schwartz Law LLC
1252 NJ Route 109
Cape May, New Jersey 08204

(b) To Engineer:

Vincent C. Orlando, LLA, PE, PP, CME
Engineering Design Associates, P.A.
5 Cambridge Drive
Ocean View, NJ 08230
Telephone: (609) 465-9377

All notices personally delivered or sent by overnight courier shall be deemed received on the date of delivery. Notices sent by facsimile transmission shall be deemed received by the addressee upon the transmitter's receipt of acknowledgement of receipt from the offices of such addressee. All notices forwarded by registered or certified mail shall be deemed received on a date three (3) days immediately following date of deposit in the mail. Notwithstanding anything to the contrary herein, the return receipt indicating the date upon which all notices were received shall be *prima facie* evidence that such notices were received on the date on the return receipt.

8. MISCELLANEOUS.

(a) Assignment. Services provided under this Agreement are for the exclusive use of City. Neither the City nor Engineer shall assign its interest in this Agreement without the written consent of the other.

(b) Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(c) Other Agreements. There are no understandings or agreements between the parties except as herein expressly stated.

(d) Counterparts / Facsimile. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by the municipal officials and the appropriate corporate seal affixed hereto and to have placed their hands and seals and year above written.

ATTEST:

Erin C. Burke, City Clerk

THE CITY OF CAPE MAY

BY: _____
Zachary Mullock, Mayor

WITNESS:

Engineering Design Associates, P.A.

BY: _____

EXHIBIT A-1

PROPOSAL

Proposal for Municipal Engineering Services
Engineering Design Associates, P.A.
December 2025

D. Fee Proposal

Rate Schedule:

Principal Engineer/Planner	\$180.00
Principal Engineer/Planner (Associate)	\$155.00
Project Engineer (Licensed Professional Engineer)	\$140.00
Project Licensed Landscape Architect (Associate).....	\$139.00
Professional Planner.....	\$135.00
Licensed Landscape Architect	\$128.00
Environmental Specialist	\$119.00
AutoCAD Technician	\$115.00
Engineering/Planning Aide.....	\$115.00
Project Technician	\$100.00
Inspector (Level Two).....	\$97.00
Construction Manager.....	\$95.00
Inspector (Level One)	\$92.00
Clerical (other than overhead functions).....	\$50.00

Reimbursable Expenses:

- Reimbursable expenses will be invoiced using direct costs for all products.
- There shall be no mileage costs.

E. Office Staffing Plan and Resources (See Attached Resumès)

- Principal Engineer(s) - *Vincent C. Orlando, L.L.A., P.E., P.P., C.M.E.*
- Project Engineer (Associate) *Joseph H. Maffei, P.E., P.P., C.M.E.*
Matthew S. Branco, P.E.
- Principal Landscape Architect *Christopher J. Carey, L.L.A.*
- Professional Planner *Carol L. Tutelian, AICP, PP*
- Environmental Specialist *Carol L. Tutelian, AICP, PP*

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 49-01-2026

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
SPECIAL PROJECT ENGINEER – DEBLASIO & ASSOCIATES**

WHEREAS, the City of Cape May (the “City”) desires to appoint **DeBlasio & Associates** as a Special Project Engineer (“Special Project Engineer”) for a term ending December 31, 2026 (the “Term”) pursuant to Section 10-84 of the Cape May City Code (“Code”); and

WHEREAS, in connection therewith the City also desires to award a professional services agreement to the Special Project Engineer for the term beginning January 1, 2026 and ending December 31, 2026 (the “New Term”); and

WHEREAS, the duties of the Special Project Engineer shall include services relating to ongoing road and other capital projects and routine engineering services within DeBlasio & Associates’ areas of expertise as may be required and assigned from time to time by the City Manager; and

WHEREAS, the Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, DeBlasio & Associates has completed and submitted a Business Entity Disclosure Certification which certifies that DeBlasio & Associates has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit DeBlasio & Associates from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council appoints DeBlasio & Associates as a Special Project Engineer and hereby awards the Agreement covering such appointment for the period January 1, 2026 and ending December 31, 2026 as set forth on EXHIBIT A.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

5. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

6. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Deblasio & Assoc.
City Engineer
Accounts Payable

Resolution 49-01-2026

Appointment Special Project Engineer: DeBlasio & Associates

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund, Beach Utility, Water/Sewer Utility, General Capital Fund, Beach Capital Fund, Water Sewer Capital Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to Various Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

AGREEMENT

THIS AGREEMENT, made this 6th day of January, 2026, by and between THE CITY OF CAPE MAY, a municipal corporation with offices located at 643 Washington Street, Cape May, New Jersey 08204 (hereinafter referred to as the "City") and DeBlasio & Associates located at 4701 New Jersey Avenue (hereinafter referred to as the "Engineer").

WITNESSETH:

WHEREAS, pursuant to Cape May City Resolution No. 49-01-2026 (the "Approving Resolution"), City Council of the City of Cape May (the "City Council") has appointed the Engineer as a special projects engineer to perform various Engineering Services, as defined in the Approving Resolution the terms and conditions of which are incorporated herein by this reference;

WHEREAS, also pursuant to Resolution No.49-01-2026, the City Council has authorized the execution of this Agreement subject to the terms and conditions set forth therein and herein; and

WHEREAS, the Engineer desires to perform the duties required to complete various Engineering Services, as defined in the Approving Resolution, for the City.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF SERVICES.

The Engineer shall perform the Engineering Services for the City in accordance with and as defined in the Approving Resolution, which are specifically defined as all basic and routine engineering services as may be required and assigned from time to time by the City Manager.

2. COMPENSATION.

The specific terms and conditions together with the fee schedule and method of compensation are more specifically set forth on the proposal submitted by the Engineer, a copy of which is attached hereto as EXHIBIT A-1 and by this reference made a part hereof (the "Proposal"). To the extent there are any inconsistencies between the Proposal and the terms and conditions of this Agreement, this Agreement shall control.

3. TERM.

This Agreement shall commence on January 1, 2026 and shall continue until December 31, 2026 ("Term"). In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at

reorganization. During the Term of this Agreement, the City may, with or without cause, terminate this Agreement upon thirty (30) days advance written notice to the Engineer and after Resolution of the City Council authorizing the same. Upon termination of this Agreement, the City may authorize the Engineer to complete projects that are in progress and, if so authorized, the Engineer shall be required to complete such projects in accordance with the terms and conditions of this Agreement. With respect to any projects that the City Council does not authorize the Engineer to complete, as well as with respect to all completed projects, the Engineer shall be required to furnish to the City or its designee all files, plans, maps, work product and any other relevant materials pertaining to such projects and the City reserves the right to withhold any further payment to the Engineer until such items are delivered to the City.

4. LEAD ENGINEER.

Marc A. DeBlasio, PE, PP, CME, CFM shall at all times be designated by the Engineer as the “lead engineer” assigned to the City and shall be responsible for the supervision and oversight, and shall have a working knowledge of all Engineering Services being furnished under this Agreement. The lead engineer shall not be changed without the approval of the City Council.

5. AFFIRMATIVE ACTION.

During the performance of this Agreement, Engineer agrees to abide by all applicable Department of the Treasury Affirmative Action Rules set forth at N.J.A.C. 17:27-3.1 et seq. as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Engineer will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

(c) Engineer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of Engineer’s commitments under applicable law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Engineer agrees to comply with the regulations promulgated by the

Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) Engineer agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(f) Engineer agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) Engineer agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

(h) Engineer shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

6. STATUS OF ENGINEER.

The parties acknowledge that Engineer is an independent contractor and not an employee of the City. All of the engineering services shall be provided under this Agreement, which is a professional services agreement adopted pursuant to New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. The Engineer shall not be entitled to receive any benefits afforded by the City to its employees and the City shall not be responsible for withholding any federal or state income taxes or making any unemployment or disability contributions on behalf of the Engineer.

7. NOTICES.

Notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or by recognized overnight courier or by certified or registered mail, postage prepaid, return receipt requested, or by facsimile, or e-mail, addressed as follows, or if notice of a different address (or facsimile telephone number) has been given, to such different address (or facsimile telephone number):

(a) To City:

The City of Cape May
643 Washington Street
Cape May, New Jersey 08204

With a copy to:

City Solicitor
Christopher Gillin-Schwartz, Esq.
Gillin-Schwartz Law LLC
1252 NJ Route 109
Cape May, New Jersey 08204

(b) To Engineer:

Marc A. DeBlasio, PE, PP, CME, CFM
DeBlasio & Associates
4701 New Jersey Avenue
Wildwood, NJ 08260

All notices personally delivered or sent by overnight courier shall be deemed received on the date of delivery. Notices sent by facsimile transmission shall be deemed received by the addressee upon the transmitter's receipt of acknowledgement of receipt from the offices of such addressee. All notices forwarded by registered or certified mail shall be deemed received on a date three (3) days immediately following date of deposit in the mail. Notwithstanding anything to the contrary herein, the return receipt indicating the date upon which all notices were received shall be *prima facie* evidence that such notices were received on the date on the return receipt.

8. MISCELLANEOUS.

(a) Assignment. Services provided under this Agreement are for the exclusive use of City. Neither the City nor Engineer shall assign its interest in this Agreement without the written consent of the other.

(b) Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(c) Other Agreements. There are no understandings or agreements between the parties except as herein expressly stated.

(d) Counterparts / Facsimile. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by the municipal officials and the appropriate corporate seal affixed hereto and to have placed their hands and seals and year above written.

ATTEST:

THE CITY OF CAPE MAY

Erin C. Burke, City Clerk

BY: _____
Zachary Mullock, Mayor

WITNESS:

DeBlasio & Associates

BY: _____

EXHIBIT A-1

PROPOSAL

Rate Schedule

CAPE MAY CITY

Year: 2026

Labor Category	Hourly Rate
CADD/GIS Technician	\$120
Contract Administrator	\$100
Drone Operator	\$150
Engineering Technician	\$130
Landscape Architect	\$150
Licensed Surveyor	\$150
Municipal Engineer	\$155
Observer	\$100
Principal	\$160
Project Engineer	\$150
Project Manager	\$150
Project Manager, LSRP	\$155
Project Planner	\$145
Rodperson/Field Crew	\$100
Survey Technician	\$135
Technical Aide	\$70

Reimbursable Allowances

Mileage: Commensurate with IRS Regulations

Postage, Reproductions, Legal notices, Permitting Fees: Direct Cost

Outside Services: Direct + 10%

Invoices are payable within 30 days of invoice date

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 50-01-2026

**RESOLUTION APPOINTING ENGINEER FOR INSPECTION OF PROJECTS
APPROVED BY CAPE MAY CITY PLANNING AND/OR ZONING BOARD OF
ADJUSTMENT – HURLESS PLANNING & ENGINEERING, LLC**

WHEREAS, the City of Cape May (the “City”) desires to appoint an engineer (“Engineer”) pursuant to Section 10-83 of the Cape May City Code (“Code”) for purposes of conducting inspections of development projects approved by the Cape May City Planning Board and Zoning Board of Adjustment for a term commencing January 6, 2026 and ending December 31, 2026 (the “Term”); and

WHEREAS, Hurless Planning & Engineering, LLC (“Hurless”) is presently serving as the Engineer for the Cape May City Planning Board and Zoning Board of Adjustment and, in connection therewith, is responsible for reviewing all of the development plans submitted to the Zoning Office for consideration by the Cape May City Planning Board and Zoning Board of Adjustment and for representing the said Boards at all hearings conducted in connection therewith; and

WHEREAS, following the approval of development projects, the City is responsible for the inspection and acceptance of the improvements and, in connection therewith, releasing any guarantees posted by the developer to ensure performance and thereafter maintenance of said improvements; and

WHEREAS, the City desires for purposes of continuity and familiarity with each development project that the Engineer appointed by the Cape May City Planning Board and Zoning Board of Adjustment in connection with the review of the development plans and the approval process also be the same engineering firm that inspects the improvements to insure that they conform to said plans as well as all other applicable federal, state and local land use laws; and

WHEREAS, the City therefore desires to utilize Hurless for said inspections to be billed against any escrows deposited with the developers of any projects approved by the Cape May City Planning Board and/or Zoning Board of Adjustment pursuant to the terms and conditions of the Professional Services Agreement currently in place between the Cape May City Planning Board and Zoning Board of Adjustment and Hurless, the terms of which are incorporated herein by this reference; and

WHEREAS, the City also desires to continue to utilize Hurless for engineering and planning services relating to the Fair Housing Act - Affordable Housing Fourth Round Requirements; and

WHEREAS, Hurless has also completed and submitted a Business Entity Disclosure Certification which certifies that Hurless has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit Hurless from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council hereby appoints **Hurless & Associates, LLC** as a special engineer for purposes of inspecting all projects approved by the Cape May City Planning Board and/or Zoning Board of Adjustment to insure compliance with all applicable development plans as approved by said Boards and also for compliance with all other federal, state and local land use laws, specifically pursuant to the terms and conditions set forth in N.J.S.A. 40:55D-53.

3. The specific terms and conditions for compensating Hurless for said inspection services shall be as set forth in the existing Professional Services Agreement between Hurless and the Cape May City Planning Board and Zoning Board of Adjustment and all said fees shall specifically be billed against any escrows that are deposited with the respective applicants for development in accordance with applicable City ordinances.

4. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Planning/Zoning
Hurless Assoc., LLC

Resolution: 50-01-2026

Appointment of Engineer for Planning/Zoning Projects: Hurless Planning & Engineering, LLC

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-21-180/185-227 and various escrow accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

**CITY OF CAPE MAY
CONTRACT FOR SPECIAL ENGINEERING SERVICES
HURLESS PLANNING & ENGINEERING, LLC**

This Agreement is made as of the 6th day of January 2026, between the City of Cape May, a municipal corporation of the State of New Jersey, and Hurless Planning & Engineering, LLC, with offices at 507 Heritage Court, Galloway, NJ 08205.

WHEREAS, pursuant to Resolution 50-01-2026 adopted on January 6th, 2026, the City Council appointed Hurless Planning & Engineering, LLC (“Hurless), as its Engineer for Inspections and Special Projects for the year 2026; and

WHEREAS, that appointment was made without competitive bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5; and

WHEREAS, Hurless’ appointment was based, in part, on its submission of a proposal for the performance of special engineering and inspection services, which proposal, dated December 2, 2025, is incorporated into this Agreement; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for the purposes of this contract through an adequate appropriation in the municipal budget for the current year,

NOW, THEREFORE, be it agreed as follows:

1. APPOINTMENT AND TERM.

The City hereby retains and employs Hurless, LLC, as its Engineer for Inspections and Special Projects. The term of this appointment shall be for one year, commencing January 1, 2026 and terminating December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at

reorganization. During the Term of this Agreement, the City may, with or without cause, terminate this Agreement upon thirty (30) days advance written notice to the Engineer and after Resolution of the City Council authorizing the same. Upon termination of this Agreement, the City may authorize the Engineer to complete projects that are in progress and, if so authorized, the Engineer shall be required to complete such projects in accordance with the terms and conditions of this Agreement. With respect to any projects that the City Council does not authorize the Engineer to complete, as well as with respect to all completed projects, the Engineer shall be required to furnish to the City or its designee all files, plans, maps, work product and any other relevant materials pertaining to such projects and the City reserves the right to withhold any further payment to the Engineer until such items are delivered to the City.

2. DUTIES.

Hurless shall provide professional engineering services as described in its proposal letter; and specifically, it shall provide inspection services for development applications approved by the Cape May Planning and Zoning Boards. In addition, it will provide engineering services for special projects on an as-needed basis, in connection with various municipal projects and as authorized from time to time by City Council, as well as engineering and planning services relating to the Fair Housing Act - Affordable Housing Fourth Round Requirements.

3. PAYMENT FOR PROFESSIONAL SERVICES.

The City shall compensate Hurless at the rates set forth on the 2026 Rate Schedule included in Hurless' proposal, and in conformance with the conditions set forth below. Payment for professional services shall not exceed the annual budgeted amount for prosecutorial services, as modified by permitted transfers or special appropriations, and as supplemented by escrow fees paid by applicants for development approvals.

Payment for all legal services shall be by the City upon submission of a properly executed voucher specifying the services provided and the fees charged. The City shall process that voucher

for payment in the normal course of business. Payment shall be made directly to Hurless and no deduction shall be made for state or federal taxes or other payroll deductions.

4. CONSULTANT AS INDEPENDENT CONTRACTOR.

Hurless practices a recognized profession, regulated by the state. Hurless shall provide the City with professional consulting services in accordance with this contract and its proposal to the City. In performing these services, Hurless is an independent contractor, and its employees shall not be deemed and employee of the City.

Hurless shall comply with all representations made its proposal to the City.

Hurless shall maintain professional liability insurance in a form and amount acceptable to the City of Cape May.

5. AFFIRMATIVE ACTION/REGULATORY COMPLIANCE.

Hurless represents and agrees that it has fewer than 50 employees. It agrees that should its work force increase to 50 or more employees, it will notify the state Affirmative Action Office and comply with all requirements thereof.

The parties hereby incorporate into this Agreement the mandatory language of subsections 3.4(a) and 5.3 of the regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. These provisions are attached to this Agreement as Exhibit A.

Attached as Exhibit B is an Affirmative Action Affidavit executed by Hurless, pursuant to P.L. 1975, c.127.

Attached as Exhibit C is a Political Contribution Disclosure Form executed by Hurless pursuant to N.J.S.A. 19:44A-20.26.

6. CONTROLLING LAW.

This Agreement shall be construed in accordance with New Jersey law.

7. PAY-TO-PLAY.

This Contract has been awarded to Hurless based on merit and ability to provide the goods and services described. This Contract was not awarded through a “fair and open” process pursuant

to N.J.S.A. 10:44A-20.5. Accordingly, Hurless attests that it, its subsidiaries, assigns or principals controlling more than 10% of its practice has neither made a reportable contribution, pursuant to N.J.S.A. 19:44A-8 or -16, in the year preceding the award of this Contract that would affect its eligibility to perform the Contract nor will any of them make a reportable contribution during the term of the Contract to any political party or candidate committee in the municipality if a member of that political party or object of such committee is serving in an elective public office of the municipality when the contract is awarded.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year below written.

ATTEST:

Erin C. Burke, City Clerk

THE CITY OF CAPE MAY

By: Zachary Mullock, Mayor

WITNESS:

HURLESS PLANNING &
ENGINEERING, LLC

By: Craig R. Hurless, PE, PP, CME

HURLESS PLANNING & ENGINEERING, LLC

2026 Rate Schedule

Hurless Planning & Engineering, LLC proposes to provide all professional services required under a reimbursable method of compensation. The following is a list of the disciplines and respective hourly rates for the year 2026.

Discipline.....	Hourly Rates
Professional Engineer/Planner.....	\$135.00 / Hr.
Engineer-in-Training.....	\$80.00 - \$125.00 / Hr.
Draftsperson	\$75.00 - \$115.00 / Hr.
Graduate Engineers / Graduate Planners.....	\$80.00 - \$125.00 / Hr.
Inspectors.....	\$80.00 - \$135.00 / Hr.
Support Staff.....	\$40.00 - \$75.00 / Hr.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 51-01-2026

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CAPE MAY AND JAMES M. RUTALA ASSOCIATES, LLC FOR CONSULTING SERVICES

WHEREAS, the City of Cape May (the “City”) desires to retain the services of **James M. Rutala Associates, LLC** (“Rutala”) as a grants consultant in connection with several projects as more specifically set forth in the proposed Agreement attached hereto as EXHIBIT A (the “Agreement”);

WHEREAS, in connection therewith the City also desires to award a professional services agreement to James M. Rutala Associates, LLC for the term beginning January 1, 2026 and ending December 31, 2026 (the “New Term”);

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

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

1. The Agreement between James M. Rutala Associates, LLC and the City of Cape May, in the form attached hereto as EXHIBIT A (the “Agreement”), is hereby approved.

2. The Mayor and Clerk are hereby authorized and directed to execute the Agreement in the form attached hereto as EXHIBIT A on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

3. That the Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

4. This Resolution is contingent upon the Agreement being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

5. A Notice of Award of the Agreement for the above services shall be published in the official City newspaper.

6. The Business Entity Disclosure Certification and Political Contribution Disclosure Certification shall be placed on file with this Resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Rutala Associates
 City Manager

Resolution: 51-01-2026

Agreement for Grants Consulting: James M. Rutala Associates, LLC

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund & Grant Fund To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-20-132-227 and various Grant Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

**CITY OF CAPE MAY
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
RUTALA ASSOCIATES**

This Agreement is made as of the 6th day of January 2026, between the City of Cape May, a municipal corporation of the State of New Jersey, and James M. Rutala Associates, LLC, with offices at 717 River Drive, Linwood NJ.

WHEREAS, pursuant to Resolution 51-01-2026 adopted on January 6th, 2026, the City Council appointed Rutala Associates as its Planning and Grant Consultant for 2026; and

WHEREAS, that appointment was made without competitive bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq; and

WHEREAS, Rutala Associates' appointment was based, in part, on its submission of a proposal for the performance of consulting services, which proposal, dated November 25, 2025, is incorporated into this Agreement; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for the purposes of this contract through an adequate appropriation in the municipal budget for the current year,

NOW, THEREFORE, be it agreed as follows:

1. APPOINTMENT AND TERM.

The City hereby retains and employs James M. Rutala Associates, LLC, as its planning and grant consultant. The term of this appointment shall be for one year, commencing January 1, 2026 and terminating December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

2. DUTIES.

Rutala Associates shall provide professional planning and grant consulting services to the City on an as-needed basis, in connection with various municipal projects and as authorized from time to time by City Council.

3. PAYMENT FOR PROFESSIONAL SERVICES.

The City shall compensate Rutala Associates at the rates set forth in Rutala Associates' November 25, 2025 proposal, and in conformance with the conditions set forth below. Payment for professional services shall not exceed the annual budgeted amount for prosecutorial services, as modified by permitted transfers or special appropriations.

Payment for all legal services shall be by the City upon submission of a properly executed voucher specifying the services provided and the fees charged. The City shall process that voucher for payment in the normal course of business. Payment shall be made directly to Rutala Associates and no deduction shall be made for state or federal taxes or other payroll deductions.

4. CONSULTANT AS INDEPENDENT CONTRACTOR.

Rutala Associates practices a recognized profession, regulated by the state. Rutala Associates shall provide the City with professional consulting services in accordance with this contract and its proposal to the City. In performing these services, Rutala Associates is an independent contractor, and its employees shall not be deemed and employee of the City.

Rutala Associates shall comply with all representations made its November 25, 2025 proposal to the City.

5. AFFIRMATIVE ACTION/REGULATORY COMPLIANCE.

Rutala Associates represents and agrees that it has fewer than 50 employees. It agrees that should its workforce increase to 50 or more employees, it will notify the state Affirmative Action Office and comply with all requirements thereof.

The parties hereby incorporate into this Agreement the mandatory language of subsections 3.4(a) and 5.3 of the regulations promulgated pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. These provisions are attached to this Agreement as Exhibit A.

Attached as Exhibit B is an Affirmative Action Affidavit executed by Rutala Associates, pursuant to P.L. 1975, c.127.

Attached as Exhibit C is a Political Contribution Disclosure Form executed by Rutala Associates pursuant to N.J.S.A. 19:44A-20.26.

6. CONTROLLING LAW.

This Agreement shall be construed in accordance with New Jersey law.

7. PAY-TO-PLAY.

This Contract has been awarded to Rutala Associates based on merit and ability to provide the goods and services described. This Contract was not awarded through a “fair and open” process pursuant to N.J.S.A. 10:44A-20.5. Accordingly, Rutala Associates attests that it, its subsidiaries, assigns or principals controlling more than 10% of his practice has neither made a reportable contribution, pursuant to N.J.S.A. 19:44A-8 or -16, in the year preceding the award of this Contract that would affect its eligibility to perform the Contract nor will any of them make a reportable contribution during the term of the Contract to any political party or candidate committee in the municipality if a member of that political party or object of such committee is serving in an elective public office of the municipality when the contract is awarded.

(Signature page to follow)

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year below written.

ATTEST:

THE CITY OF CAPE MAY

Erin C. Burke, City Clerk

By: Zachary Mullock, Mayor

WITNESS:

RUTALA ASSOCIATES, LLC

By. James M. Rutala

City of Cape May
Page 3

Cost Proposal

The City will be billed monthly, which will be directly related to the hours spent on the project at the following billing rate:

Project Manager (State Licensed PP/AICP)	\$175 per hour
Senior Planner (State Licensed PP)	\$115 per hour
Project Engineer (State Licensed PE)	\$115 per hour
Planner	\$100 per hour
CADD Operator/Technician	\$75 per hour
Planning Aid/Application Processor	\$65 per hour

*Rates include all clerical, postage, copying and related expenses.

All invoices are due within 30 days. This office reserves the right to stop work for non-payment of services completed. Rutala Associates maintains the required insurance and will provide documentation upon request.

Rutala Associates acts in a consulting capacity and any opinions, advice, forecasts, and analyses provided are based on professional judgment and do not constitute a guarantee.

Thank you for this opportunity and we look forward to working with you. We are, of course, available at your convenience to discuss this proposal and address any of your questions.

Respectfully submitted,
Rutala Associates, LLC


James M. Rutala, PP, AICP, MBA

Accepted by the City of Cape May:

Signature

Printed Name

Date

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 52-01-2026

**RESOLUTION FOR APPOINTMENT OF RISK MANAGEMENT CONSULTANT
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND – CHARLES
PESSAGNO OF MARSH & MCLENNAN AGENCY IN A REQUIRED DISCLOSURE
MANNER**

WHEREAS, the City of Cape May is a member of the Atlantic County Municipal Joint Insurance Fund, a self-insurance pooling fund; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a Risk Management Consultant to perform various professional services as detailed in the Bylaws; and

WHEREAS, the Bylaws indicate a fee Not to Exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body; and

WHEREAS, the City has obtained an extraordinary services proposal in accord with N.J.S.A.40A:11-5(1)(m), and N.J.S.A. 40A:11-5(1)(ii) in a required disclosure manner consistent with N.J.S.A. 19:44A-20.5; and

WHEREAS, Marsh & McLennan Agency has provided for a Business Entity Disclosure Contribution form as well as a Political Contribution Disclosure form, indicating no reportable donations have occurred in the past contract year; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May does hereby appoint **Marsh & McLennan Agency** through the services of its designated agent, **Charles Pessagno**, as its Risk Management Consultant, and Jennifer Modica as alternate Risk Management Consultant, as a required disclosure award (N.J.S.A. 19:44A-020.5), in accordance with N.J.S.A. 40A:11-5(1)(ii) and N.J.S.A. 40A:11-5(1)(m)

BE IT FURTHER RESOLVED that the City Council is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (ii).

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: ACMJIF
 Agency

Resolution: 52-01-2026

Appointment of Risk Management Consultant: Charles Pesaggno of Marsh & McLennan

Amount: \$8,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the Liability Insurance 6-01-23-210-279 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

RISK MANAGEMENT CONSULTANT AGREEMENT
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This Agreement, entered into this 6th day of January, 2026 between the **City of Cape May** (hereinafter referred to as the “Municipality”) and **Marsh & McLennan Agency, LLC**, a Corporation of the State of New Jersey, and **Charles Pessagno and Jennifer Modica**, the responsible agents, having their principal office located at 1293 Hornet Road, Unit #6, Rio Grande, NJ 08242 hereinafter referred to as the “Consultant”).

WHEREAS, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 6, 2026,

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
 - A) The Consultant shall assist the MUNICIPALITY in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) The Consultant shall assist the MUNICIPALITY in understanding and selecting the various types of coverage and limits available from the Atlantic County Municipal Joint Insurance Fund.
 - C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.
 - D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
 - E) The Consultant shall review the MUNICIPALITY’s annual assessment as prepared by the Fund, and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY, and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.
 - G) The Consultant shall attend and actively participate in the MUNICIPALITY’s Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.

- H) The Consultant shall attend the MUNICIPALITY's Member Accident Review Panel meetings and assist the MUNICIPALITY in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the MUNICIPALITY in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the MUNICIPALITY in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the MUNICIPALITY by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the MUNICIPALITY and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- P) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the MUNICIPALITY, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MUNICIPALITY outlining the MUNICIPALITY's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

2. The term of this Agreement shall be for a period of **one (1) year commencing the first day of January 1, 2026**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement. In the event professional services are required after the term herein but prior to the next occurring date for reorganization

pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered, no more than 6% of the Municipalities gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, **\$8,000.00**. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: _____

(signature)

MUNICIPALITY REP: _____

(signature)

PRINT NAME: Erin C. Burke, City Clerk

PRINT REP NAME: Zachary Mullock, Mayor

ATTEST: _____

(signature)

CONSULTANT: _____

(signature)

PRINT NAME: _____

PRINT NAME: Charles Pessagno

PRINT FIRM: Marsh & McLennan Agency, LLC

DATE: _____

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 53-01-2026

**RESOLUTION FOR APPOINTMENT OF MUNICIPAL AUDITOR AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT FOR SAME –
LEON P. COSTELLO, CPA, RMA**

WHEREAS, it is necessary to appoint a Registered Municipal Accountant of the State of New Jersey to serve as City Auditor;

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is awarded without competitive bids as a Professional Services Contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because it involves services rendered or performed by a person authorized and regulated by law to practice a recognized profession, and they require a high degree of trust and confidence in the individual providing the services and, in fact, may require the creation of a confidential or fiduciary relationship between the individual and the City.

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

1. **Leon P. Costello, CPA, RMA**, is hereby appointed as the Cape May City Municipal Auditor and that a professional services contract with Leon P. Costello, CPA, RMA, of the firm of Ford, Scott & Associates, L.L.C., having an office at 1535 Haven Avenue, Ocean City, New Jersey 08226, for a period of one (1) year commencing January 1, 2026 and terminating December 31, 2026, and submitted to the City, in the form attached hereto as EXHIBIT A, is hereby approved.

2. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. The Mayor and Clerk are hereby authorized and directed to execute the Contract on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The Contract has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

5. This Resolution is contingent upon the Contract being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

6. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

7. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Leon P. Costello, CPA, RMA
Contracts
CFO

Resolution 53-01-2026

Appointment of Municipal Auditor: Leon P. Costello, CPA, RMA

Amount: Not-to-exceed \$52,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund, Water Sewer Utility and Beach Utility Fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to Various Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer



FORD-SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226
PHONE 609.399.6333 • FAX 609.399.3710
www.ford-scott.com

October 1, 2025

Mayor and Members of the Governing Body
City of Cape May
643 Washington Street
Cape May, N.J. 08204

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide to the City of Cape May for the year ended December 31, 2025.

We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements, which collectively comprise the basic financial statements, of the City of Cape May as of and for the year ended December 31, 2025. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2026 Local Municipal Budget from information provided to us by officials of the City of Cape May.
- Assistance in the preparation of the 2025 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Cape May.
- Assistance in the preparation of the 2025 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Cape May.
- Assistance in the preparation of the 2025 Annual Debt Statement.

We have also been engaged to report on supplementary information other than required supplementary information that accompanies the City of Cape May's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

- Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the New Jersey Regulatory Basis of Accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey OMB 15-08, if applicable.

Responsibilities of Management for the Financial Statements and Single Audit

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance in accordance with the requirements of Uniform Guidance and New Jersey OMB Circular 15-08, if applicable. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance and related notes. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance and related notes, and any other non-audit services we provide. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and

objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all accompanying information in conformity with the New Jersey Regulatory Basis of Accounting; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all financial records and related information available to us and for the accuracy and completeness of that information, and for the evaluation of whether there are any conditions or events, considered in the aggregate that raise substantial doubt about the ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey OMB Circular 15-08; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, federal and state award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Municipality involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Municipality received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance and New Jersey OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance, and the schedule of expenditures of state financial assistance in conformity with New Jersey OMB Circular 15-08. You agree to include our report on the schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, that includes our report thereon or make the audited financial statements available to intended users of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in

accordance with Uniform Guidance, and the schedule of expenditures of state financial assistance in accordance with New Jersey OMB 15-08; (2) that you believe the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, including its form and content, are fairly presented in accordance with Uniform Guidance, and New Jersey OMB Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the New Jersey Regulatory Basis of Accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services, and accept responsibility for them.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and New Jersey OMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey OMB Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with auditing standards generally accepted in the United States

of America, and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, or any fraudulent financial reporting, or misappropriation of assets, that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, where there are conditions or events, considered in the aggregate, that raise substantial doubt about the Municipality's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, federal award programs, schedule of expenditures of state financial assistance, state award programs, compliance with laws, regulations, contracts and grant agreements, and other responsibilities required by the auditing standards generally accepted in the United States of America.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Cash
- Revenue
- Expenditures

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override

of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance and New Jersey OMB Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and New Jersey OMB Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, Uniform Guidance, and New Jersey OMB Circular 15-08.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. For federal and state programs that are included in the OMB Compliance Supplement and NJ OMB Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the OMB Compliance Supplement and NJ OMB Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, if applicable, and related notes of the entity in conformity with the New Jersey Regulatory Basis of Accounting prescribed by the New Jersey Division of Local Government Services, Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and the related notes, if applicable, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report. Since the entity's financial statements are presented in accordance with the New Jersey Regulatory

Basis of Accounting, our opinion will be adverse for presentation in accordance with the New Jersey Regulatory Basis of Accounting. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the New Jersey Regulatory Basis of Accounting, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*, and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Uniform Guidance and New Jersey OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and New Jersey OMB 15-08. Both reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the Municipality is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$52,000. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Cape May. Our standard hourly rates vary according to the degree of

responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Cape May and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

**FORD, SCOTT & ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS**

Leon P. Costello

Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE:

This letter correctly sets forth the understanding of the City of Cape May.

By: _____
Administrator or Chief Financial Officer

Title: _____

Date: _____

By: _____
Mayor

Title: _____

Date: _____

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 54-01-2026

RESOLUTION APPOINTING SEAN P. CANNING AS THE QUALIFIED PURCHASING AGENT TO EXERCISE THE DUTIES OF A PURCHASING AGENT PURSUANT TO N.J.S.A. 40A:11-9 IN THE CITY OF CAPE MAY

WHEREAS, pursuant to N.J.S.A. 40A:11-3, a municipality with a Qualified Purchasing Agent retains the benefit of an increased bid threshold of \$53,000.00 and quote threshold of \$7,950.00; and

WHEREAS, N.J.A.C. 5:34-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent and N.J.S.A. 40A:11-9 establishes the duties of the QPA; and

WHEREAS, the City of Cape May has filled and maintained the position of Qualified Purchasing Agent and desires to continue the use thereof, and maintain the higher bid and quote thresholds; and,

WHEREAS, Sean P. Canning possesses the designation of Qualified Purchasing Agent in accordance with N.J.A.C.5:34-5 et seq. (QPA License # Q-1356 issued by the Department of Community Affairs, Department of Local Government Services); and

WHEREAS, Mr. Canning, through his organization, The Canning Group LLC, has provided the City with a proposal to fulfill the role of Qualified Purchasing Agent on a professional services contract basis for a fixed fee in the amount of \$1,100.00 per month. The proposal and scope of professional services is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the City Council deems it to be in the best interests of the City of Cape May to maintain the elevated bid and quote thresholds set forth herein and appoint an individual to serve on as Qualified Purchasing Agent; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that;

1. The recital paragraphs are incorporated as if fully set forth herein.
2. City Council hereby appoints Sean P. Manning as Qualified Purchasing Agent (QPA) to exercise the duties of purchasing agent referenced herein and pursuant to a professional services contract in accordance with N.J.S.A. 40A:11-5 attached hereto as EXHIBIT A and incorporated herein by reference. The contract is month-to-month and will have an initial term ending no later than December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services

herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. The City Council hereby affirms the bid threshold of \$53,000.00 and quote threshold of \$7,950.00.
4. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: City Manager
CFO
QPA

Resolution: 54-01-2026

Appointment of Qualified Purchasing Agent: Sean P. Canning

Amount: \$13,200.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-20-100-227 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO

THE CANNING GROUP LLC



WWW.TheCanningGroup.org
Info@TheCanningGroup.org

QPA SERVICES CITY OF CAPE MAY

September 27, 2025

Hon. Zachary Mullock, Mayor
City of Cape May
643 Washington Street
Cape May, NJ 08204

Re: Qualified Purchasing Agent Proposal 2026

Dear Mayor Mullock,

The Canning Group LLC offers public purchasing services within the State of New Jersey through our own purchasing unit. Consisting of Mr. Sean P. Canning QPA, MPA the services, breadth, experience, and expertise is unparalleled.

As a purchasing professional I have excelled in the field and have actively instructed for Rutgers University in the purchasing program.

SCOPE OF SERVICES:

1. DAILY REQUISITION APPROVAL

- a. Approve requisitions daily, through a VPN service, review and approve purchases and ensure sound purchasing policy is in place. Actively endeavor to ensure compliance with all laws and avoid any annual audit comments.

2. COMMODITY AND VENDOR TRACKING

- a. We install NIGP (National Institute of Governmental Purchasing) Commodity code systems and are capable of providing active feedback to your department heads and governing body information as to where there spending goes! (Please see attachment).

THE CANNING GROUP LLC



WWW.TheCanningGroup.org
Info@TheCanningGroup.org

3. UNLIMITED SUPPORT

- a. We provide and are available for unlimited telephonic and email support daily from all personnel.

4. BIDS, RFP'S COMPETITIVE CONTRACTS

- a. We have written and received over **5,000 procurements** in a formal fashion. Our service provides for unlimited contract management through proper and legal procurement methods to ensure your organization is in **COMPLETE** compliance.
- b. Bid opening services, include recommendation memos, analytics, and resolutions of award.

5. PAY TO PLAY COMPLIANCE

- a. Review vendor listing, commodity aggregation and provide municipality/ authority or City with an initial assessment of bid requirements/ pay to play concerns.

6. PURCHASING POLICY

- a. We will Review current purchasing policy, amend or recommend legally compliant policy if necessary. Conduct one (1) purchasing training for staff if requested.

7. FINDING COOPERATIVE CONTRACTS FOR DEPARTMENTS

- a. Be available during business hours for assistance on finding cooperative contracts, quotations and advice.
- b. Ensure compliance with National Cooperatives which often are misunderstood and not in compliance with LFN 2012-10.

8. MAINTAIN THE BID THRESHOLD

- a. Allow the municipality/ authority or City the use of our Department of Community Affairs sanctioned license for bid threshold of up to \$44,000.00.

THE CANNING GROUP LLC



WWW.TheCanningGroup.org
Info@TheCanningGroup.org

9. PARTNER WITH OTHER OUTSOURCED AND IN-HOUSE PROFESSIONALS

- a. To work as a partner with the City's outsourced and in-house professionals in all purchasing matters. Any outsourced professionals to adhere to New Jersey Local Publics Contract Law.

10. E-PROCUREMENT OF BIDS/ RFPS

- a. All of our procurements are conducted on e-procurement platform and in accord with New Jersey Administrative Code and Local Finance Notices. All of our public bid openings are broadcast to the public on zoom and recorded.

11. OUR VAST EXPERIENCE

- a. As per attached client listing, our experience surpasses most others in the business. Mr. Canning in addition to instructing Purchasing 1,2, and 3 for Rutgers, is a past City and City Administrator in multiple locations, but our current list of clients are attached

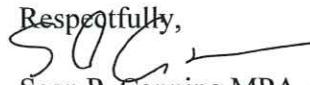
Proposal for services:

1. Naming of QPA

2. Procurement, guidance, review and scope of work \$1,100.00/ month

t

We look forward to speaking with you in potentially finding a solution for your needs as you serve the taxpayers. Thank you

Respectfully,

Sean P. Canning MPA, QPA

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 55-01-2026

**RESOLUTION AUTHORIZING AWARD OF PROFESSIONAL SERVICES
CONTRACT FOR TECHNOLOGY MANAGEMENT SERVICES TO BARBER
CONSULTING SERVICES, LLC**

WHEREAS, the City of Cape May is in need technology management services including continued maintenance of data recovery process, improving personnel onboarding with the technology utilized by the City, and day-to-day support for the City's IT needs; and

WHEREAS, Barber Consulting Services, LLC ("Barber") has provided a proposal to perform these services for the 2026 calendar year with a term ending December 31, 2026. The proposal is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, Barber proposes an hourly rate fee structure with a total fee not-to-exceed \$17,500.00 for the calendar year; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team, and authorizes the award of the Contract; and

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council hereby approves of the proposal by Barber Consulting Services, LLC to perform IT services for the 2026 calendar year with a term ending December 31, 2026. The proposal is attached hereto as EXHIBIT A and incorporated herein by reference. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.

3. All appropriate City Officials are hereby authorized and directed to take any and all other actions necessary to effectuate the purposes thereof.

4. The Contractor shall comply with all applicable law in performance with the work and shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution.

5. The Chief Financial Officer has certified to the availability of funds for this contract.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Accounts Payable
BCS

Resolution: 55-01-2026

Awarding Contract for Technology Management: Barber Consulting Services, LLC

Amount: \$17,500.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the SEE BELOW account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO

6-01-20-100-227
6-01-31-451-263
6-09-55-110-227
6-20-28-370-229
6-30-26-310-262



M.I.S. Services Contract

This contract dated _____ is between the City of Cape May and Barber Consulting Services, LLC.

Term:

This contract is for a one-year period starting 1/1/26 and ending 12/31/26.

Services to be performed:

Complete network maintenance, Installation of all the latest service packs and fixes, Spyware removal & prevention, Backup maintenance, Consulting Services, Support for all software, Upgrade recommendations, Virus protection maintenance, Installation and configuration of Servers & PC's and any other IT functions needed.

The services include one weekly 2.5 hour on-site visit by one technician, and ½-hour travel per visit. Phone support and remote support from 8:00 am to 6:00 pm Monday through Friday will be extra hours billed at the discounted rate of \$90.00 per hour per technician. Additional on-site visits will incur a 2-hour travel fee in addition to the \$90.00 per hour rate. Support hours used from 6:00 pm to 8:00 am on weekdays and any hours used on weekends and holidays will be billed at the emergency rate of \$180.00 per hour per technician.

Payment:

The cost of these services is \$18,500.00/year discounted to \$17,500.00 for 2026 if paid by 1/30/26.

Parts & Supplies:

All parts, supplies, or software needed for repairs, maintenance or upgrades will be purchased by the municipality.

By signing this contract both parties agree to the terms & conditions listed above.

Client Signature

BCS Signature

A handwritten signature in black ink, appearing to read 'Mary R. Barber'.

ESTIMATE

Barber Consulting Services, LLC
32 Central Ave
Mays Landing, NJ 08330

wesb@wbconsulting.net
609-225-6856
www.wbconsulting.net

**Bill to**

Cape May City
643 Washington St.
Cape May City, NJ 08204

Ship to

Cape May City
Cape May Police
643 Washington St.
Cape May City, NJ 08204

Estimate details

Estimate no.: 1271
Estimate date: 11/18/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		MIS 5	Weekly MIS Service 2026	1	\$18,500.00	\$18,500.00
2.		Discount	Courtesy Discount if paid by 1/30/26	1	-\$1,000.00	-\$1,000.00
Total						\$17,500.00

Accepted date**Accepted by**

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 56-01-2026

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR
ANIMAL CONTROL SERVICES**

WHEREAS, there exists the need for Animal Control and related services in the City of Cape May; and

WHEREAS, N.J.S.A. 4:19-15.16a and N.J.A.C. 8:23A sets forth the criteria and certification requirements for a certified animal control officer (ACO) appointed by municipal governments to take into custody and impound dogs and other animals; and

WHEREAS, Animal Control of South Jersey, Steven Serwatka, ACO, 2353 Route 47 Delsea Drive, Woodbine, NJ 08270 (ACSJ) proposes animal control services for the 2026 calendar year for the sum of \$1,000 per year, plus \$75.00 per hour for all calls for service. A services agreement reflecting these terms is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team and the Cape May Police Department, and desires to authorize the professional services agreement herein; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Recital paragraphs are incorporated as if fully set forth.
2. The Cape May City Council hereby authorizes the contract with Animal Control of South Jersey to perform professional Animal Control services for the City of Cape May pursuant to the agreement attached hereto as EXHIBIT A and incorporated herein by reference.
3. The Mayor and all other appropriate city officials are hereby authorized to execute all documents required to consummate this contract award.
4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.

5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.

6. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Resolution: 56-01-2026

Award of Contract for Animal Control Services: Animal Control of South Jersey

Amount: \$1,000/year plus \$75/hr

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-24-240-333 account, to satisfy any and all obligations regarding the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

**CITY OF CAPE MAY
CONTRACT FOR ANIMAL CONTROL SERVICES**

This Contract, dated January 6, 2026, is between STEVEN SERWATKA, ACO, d/b/a ANIMAL CONTROL OF SOUTH JERSEY (“ACSJ”), 2353 Route 47, Delmont, New Jersey, 08314, and the CITY OF CAPE MAY, 643 Washington Street, Cape May, New Jersey 08204.

1. Pursuant to Resolution No. 56-01-2026, ACSJ shall provide Animal Control Services to the City of Cape May on the terms and conditions that follow.
2. The term of this Contract shall be for one year, beginning on January 1, 2026 and ending no later than December 31, 2026. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization. Within sixty (60) days of the City’s award of this agreement, the City will pay to ACSJ a one-time annual service payment of ONE THOUSAND DOLLARS (\$1,000.00).

3. In addition to the one-time annual service payment, during the term of the contract, the City shall compensate ACSJ for its services at the rate of \$75 per hour. ACSJ shall submit monthly bills itemizing its services in increments of one-tenth of an hour for the City’s review.

4. ACSJ shall provide the following services:
 - 4.1. ACSJ and its agents and employees shall be properly licensed and certified at all times during the term of the contract in accordance with N.J.S.A. 4:19-15.16a. ACSJ shall be responsible for animal control within the City and shall enforce and abide by the provisions of N.J.S.A. 4:19-15.16. ACSJ shall have the authority and be responsible to enforce all State Statutes and municipal ordinances including such duties as enumerated in N.J.S.A. 4:19-15.16(c) and 4:19-15.16(d).

4.2. Maintain regular inspection patrols of the City and provide a monthly report detailing all animal control calls.

4.3. Pick up and impound dogs/cats running at large upon public streets and property. ACSJ will make every effort to contact owners of dogs/cats bearing registration/identification tags prior to the transporting of animals to the shelter. Dogs/cats that are picked up will be transported to the Cape May County Animal Shelter if no owner can be located.

4.4. Provide residential/commercial wildlife removal services, provided there is a health or safety hazard present, or the animal is injured. Wildlife will be removed from residential/commercial structures (occupied areas) and will be released outside in the immediate vicinity, unless the animal displays symptoms of disease, or is injured. Work with local Wildlife and Aviary Rehabilitators as well as maintain membership in the New Jersey State Certified Animal Control Officers Association.

4.5. Maintain availability and easy access (800 Number or Cell phones) on a 24-hour basis – including weekends and holidays. Be available to respond to emergency animal control/wildlife complaints from City residents and/or authorized officials within forty-five (45) minutes. There will be no additional charges or fees for emergency or weekend/holiday calls.

4.6. Pick up and dispose of domestic/wildlife "roadkill" on request, up to approximately 100 pounds (excluding deer) in compliance with New Jersey Department of Health regulations (DEP approved). ACSJ will not be responsible for removing dead animals from private residential property.

4.7. Respond to calls for sick or injured domestic animals. These animals must be treated by a veterinarian before being transported to the shelter. If the owner of the injured animal is located, these expenses will become the responsibility of the owner. The City will be responsible for any emergency veterinary expenses incurred by ACSJ in conjunction with its duties in the City if the owner or responsible party cannot be located.

4.8. Be a source of information to the City residents and officials concerning animal control regulations and related current information.

4.9. Maintain Workers' Compensation Insurance in accordance with New Jersey State Law and provide proof of current coverage in the form of a current order from the Commissioner of Banking and Insurance authorizing the employer to be a self-insured employer pursuant to R.S.34:15-77, or a letter from an insurance carrier or verification from the employer which includes the name of the carrier, insurance policy number and date of commencement. Maintain a \$1,000,000.00 liability insurance coverage in compliance with the Municipal Joint Insurance Fund (JIF) requirements. Give the City a "Certificate of Liability Insurance" naming it as additional insured. Maintain \$1,000,000.00 commercial vehicle liability insurance on all vehicles in use. ACSJ shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including workers' compensation claims, and including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of contractor, its agents, servants or employees, in the execution, performance or failure to adequately perform ACSJ's obligations pursuant to this contract.

4.10. Appear on behalf of the City for Court proceedings necessary to enforce animal regulations. The City will be responsible for supplying summonses.

4.11. Provide all necessary vehicles, equipment and maintenance required to conduct the City's animal control services in a professional manner. All equipment and vehicles will be kept in compliance with New Jersey State Department of Health standards. All vehicles in use shall be lettered with company name, origin and telephone number. All animal control officers will wear appropriate uniforms and carry State Department of Health picture identification. (Each residential contact will be given the responding Animal Control Officer's personal business card with company name and telephone number for future reference.) Provide the City's residents and

officials with animal control services, cruelty investigation, residential wildlife and roadkill disposal.

4.12. ACSJ shall assist in any Trap Neuter Release (TNR) programs within the municipality.

5. Either party may terminate this contract on 90 days' notice.

6. This contract shall be governed by New Jersey law.

CITY OF CAPE MAY

Dated:

ZACHARY M. MULLOCK, Mayor

ANIMAL CONTROL OF SOUTH JERSEY

Dated:

STEVEN SERWATKA

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 57-01-2026

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO
SURENIAN, EDWARDS, BUZAK & NOLAN LLC FOR AFFORDABLE HOUSING
COUNSEL TO THE CITY OF CAPE MAY**

WHEREAS, there exists a need for the retention of special counsel having an expertise in the complex and litigated subject area of affordable housing for the purpose of providing the City of Cape May with specialized advice, reports and services generally related to the obligation of the City of Cape May to meet its affordable housing share obligations under New Jersey law and including any required litigation; and

WHEREAS, Jeffrey R. Surenian, Surenian, Edwards, Buzak & Nolan LLC, has extensive experience in affordable housing matters and has provided a proposal dated November 25, 2025 to serve as affordable housing counsel for calendar year 2026 attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement described herein.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Recital paragraphs are incorporated as if fully set forth.
2. The Cape May City Council hereby authorizes the award of a contract to Surenian, Edwards, Buzak & Nolan LLC to serve as affordable housing counsel commencing January 1, 2026 through December 31, 2026 pursuant to the proposal attached hereto as EXHIBIT A and incorporated herein by reference. In the event professional services are required after the term herein but prior to the next occurring date for reorganization pursuant to N.J.S.A. § 40:45A-1, the services herein may be rendered on a temporary basis until a successor appointment is made at reorganization.
3. The Mayor, City Clerk, and all other appropriate city officials are hereby authorized to execute all documents required to consummate this contract award and proceed with the application process.

4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.

5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

6. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Resolution: 57-01-2026

Award of Contract for Affordable Housing Counsel: Surenian, Edwards, Buzak & Nolan LLC
Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-20-100-227 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____ 2026, by and between:

City of Cape May, a Municipal Corporation of the State of New Jersey
643 Washington Street
Cape May, NJ 08204

Hereinafter referred to as "City"

And: **SURENIAN, EDWARDS, BUZAK & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm".

In the event that Surenian, Edwards, Buzak & Nolan LLC is reconstituted, references to "Special Counsel", "Contractor" or "Firm" shall include references to the new entity.

WITNESSETH:

1. City hereby appoints and employs the Firm to assist the City and its legal counsel to a) address its responsibilities with respect to its affordable-housing obligations under New Jersey State laws commonly referred to as "the Mount Laurel doctrine", and b) any necessary projects, as determined and authorized by the City.

2. The Firm shall bill the City at the following rates:

- (a) \$215.00 per hour for Partners
- (b) \$190.00 per hour for Associates
- (c) \$90.00 per hour for Paralegals
- (d) For any new hires, the Firm will communicate with the City prior to the commencement of any work.

3. City shall pay all disbursements incurred by the Firm, such as, but not limited to, black and white photocopying and printing charges (at \$0.30 per page); color photocopying and printing charges (at \$0.50 per page); facsimile charges (at \$1.00 per page); telephone charges;

postage, travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.30 per page); research; messenger fees; filing fees; expert fees; recording fees, etc.

4. Special Counsel shall bill City on a monthly basis. In the event that the bills exceed the amount budgeted, City shall either make another appropriation or advise Special Counsel to stop work immediately.

5. City shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the City, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

Enclosures

1. Mandatory Affirmative Action Compliance Notice N.J.S.A., 10:5-31 and N.J.A.C. 17:27;
2. Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and
6. Business Entity Disclosure Certification;
7. Disclosure of Investment Activities in Iran
8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3
9. Political Contribution Disclosure Form Pursuant To N.J.S.A. 19:44A-20.26
10. Stockholder Disclosure Certification

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Agreement shall be in effect from January 1, 2026 to December 31, 2026.

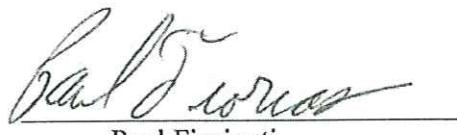
CITY OF CAPE MAY

ATTEST:

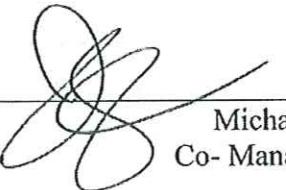
By _____, Mayor

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

WITNESS:


Paul Fioranti

Date: 11/25/25

By: 
Michael J. Edwards,
Co-Managing Member

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 58-01-2026

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CAPE MAY AND TRIAD ASSOCIATES FOR CONSULTING SERVICES

WHEREAS, the City of Cape May (the “City”) desires to retain the services of **Triad Associates** (“Triad”) as a grants consultant in connection with several projects as more specifically set forth in the proposed Agreement attached hereto as EXHIBIT A (the “Agreement”);

WHEREAS, in connection therewith the City also desires to award a professional services agreement to Triad for the term beginning January 1, 2026 and ending December 31, 2026 (the “New Term”);

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, in connection therewith the City also desires to award a professional services agreement to Triad for the term beginning January 1, 2026 and ending December 31, 2026 (the “New Term”);

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

1. The Agreement between Triad and the City of Cape May, in the form attached hereto as EXHIBIT A (the “Agreement”), is hereby approved.

2. The Mayor and Clerk are hereby authorized and directed to execute the Agreement in the form attached hereto as EXHIBIT A on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

3. That the Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

4. This Resolution is contingent upon the Agreement being executed by the Mayor and City Clerk within thirty (30) days from the date of this Resolution.

5. A Notice of Award of the Agreement for the above services shall be published in the official City newspaper.

6. The Business Entity Disclosure Certification and Political Contribution Disclosure Certification shall be placed on file with this Resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Triad
 City Manager
 Accounts Payable
 CFO

Resolution: 58-01-2026

Agreement for Grants Consulting: Triad Associates

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current Fund & Grant Fund

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-20-132-227 and various Grant Accounts and shall be encumbered on same.



Lauren Read, CFO/Treasurer

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 1, 2026, between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF CAPE MAY**, 643 Washington Street, Cape May, New Jersey 08204 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term January 1, 2026, through December 31, 2026, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to properly render the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence, and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations, and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property

damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF CAPE MAY 643 Washington Street Cape May, New Jersey 08204
Attn: Carolyn P. Zumpino President	Attn: Paul Dietrich City Manager

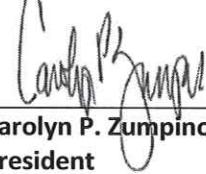
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.


Witness

TRIAD ASSOCIATES


Carolyn P. Zumpino

President

Date: January 1, 2026

CITY OF CAPE MAY

Witness

By:

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title:

Billing Address:

Email Address:

Phone No.

Fax No.

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 1, 2026, between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF CAPE MAY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION: Principal has a need for Consultant to pursue financial resources for capital, infrastructure, programmatic and related needs of the Principal. Consultant shall (1) recommend federal, state, regional and foundation grant and/or financing resources and/or programs available to meet Principal's needs, (2) apply for the applicable programs upon Principal's approval of Consultant's recommendations, and (3) other services as authorized.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

Task 1: Conduct grants investigation, research and evaluation.

Task 2: Preliminary program and financial analysis and strategy development, informal and formal communications with prospective funding agencies, development of project profiles and other descriptive documents outlining proposed projects with the purpose of securing an invitation to apply for funding. This task shall also include negotiations with other municipal, county and regional agencies, foundations and the private sector to the extent necessary to carry forth the development goals of the Principal. This includes attending meetings when necessary, and providing sufficient support for all services required by the Principal.

Task 3: Preparation of pre-application and/or application documents as specified by and required for submission to state, federal and regional agencies and foundations/philanthropies.

Task 4: Provision of program implementation and project administrative services in order to ensure that programs approved are carried out in accordance with contractual terms and conditions and in compliance with all applicable federal and/or state statutes, regulations and executive orders, etc.

Task 5: Special technical support services including, but not limited to, planning and implementation strategies, innovative financing strategies, economic development initiatives, Project and Funding Matrices, and other services supporting the overall objectives of the Principal.

Task 6: As a value-added service, Triad can prepare a wide range of media materials including press releases concerning successful applications, media advisories, weekly columns and more.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 1, 2026, between **TRIAD ASSOCIATES** ("Consultant"), and **CITY OF CAPE MAY** ("Principal").

Principal agrees to pay the Consultant as follows: [GU1]

COMPENSATION: The Principal shall allocate for budgetary purposes \$ _____ in order to provide compensation for services provided in accordance with Exhibit A as follows:

- Task 1 of Exhibit A shall be conducted by the Consultant without charge.
- Services under Tasks 2, will be provided on an hourly basis in accordance with Exhibit C.
- For services under Tasks 3 and 4 of Exhibit A, the amount shall be determined based on the specific program or project for which state, federal, regional or other funds are derived. An estimate of cost will be provided by Consultant for preparation of required application(s) for review and authorization by the Principal.
- For services under Tasks 5 and 6 of Exhibit A, the amount shall be determined based on the specific program or project identified and or requested by the Principal. An estimate of cost will be provided by Consultant for review and authorization by the Principal.

METHOD OF PAYMENT:

- For Task 2: Consultant shall provide an invoice commensurate with the level of work completed.
- For Tasks 3, 4, 5 or 6: Consultant shall provide an Authorization to Proceed letter to Principal, which stipulates the cost for services. Upon receipt of the executed Authorization to Proceed letter from Principal, Consultant shall provide the services and Invoice accordingly.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff. Our current hourly rates are shown on Exhibit C.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

EXHIBIT C HOURLY RATE CHART

HOURLY RATES: The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

STAFF CATEGORY	RATE
Chief Executive Officer	\$250 per hour
President/Vice President/COO/Technical Specialist	\$225 per hour
Senior Associate	\$185 per hour
Associate	\$160 per hour
Junior Associate	\$145 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 59-01-2026

RESOLUTION AUTHORIZING THE APPOINTMENT OF TRIAD ADVISORY SERVICES, INC. AS THE AFFORDABLE HOUSING ADMINISTRATIVE AGENT AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES

WHEREAS, a need exists for an Affordable Housing Administrative Agent for the City of Cape May; and

WHEREAS, on December 8, 2025, Triad Advisory Services, Inc. (“Triad”) submitted a proposal to the City of Cape May to provide Affordable Housing administrative Agent Implementation Services. The proposal is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement to the Triad Advisory Services, Inc. to provide the professional services described herein; and

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council hereby approves of the Professional Services proposal by the Triad Advisory Services, Inc. dated December 8, 2025 attached hereto as EXHIBIT A and incorporated herein by reference and for a term ending December 31, 2026.

3. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute all documents and take any and all other actions necessary to effectuate the purposes thereof.

4. The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution.

5. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

6. The Chief Financial Officer has certified to the availability of funds for this contract.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Municipal Housing Liaison
Triad

Resolution: 59-01-2026

Appointment for Affordable Housing Administrative Agent: Triad Associates

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-01-20-155-227 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 1, 2026, between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF CAPE MAY**, 643 Washington Street, Cape May, New Jersey 08204 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term January 1, 2026, through December 31, 2026, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.

8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.
18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

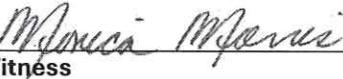
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF CAPE MAY 643 Washington Street Cape May, New Jersey 08204
Attention: Carolyn P. Zumpino President	Attention: Paul Dietrich City Manager

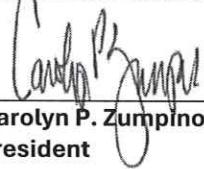
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.


Witness

TRIAD ASSOCIATES


Carolyn P. Zumpino
President

Date: January 1, 2026

CITY OF CAPE MAY

Witness

By:

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title:

Billing

Address:

Email Address:

Phone No.

Fax No.

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 60-01-2026

**RESOLUTION AFFIRMING AUTHORIZATION FOR
CME ASSOCIATES AS SPECIAL PROJECTS ENGINEER
FOR ONGOING CITY PROJECTS**

WHEREAS, pursuant to Resolution No. 220-09-2022, the City Council authorized Consulting & Municipal Engineers (CME Associates) to perform professional services for the **Water Treatment Project**; and

WHEREAS, pursuant to Resolution No. 57-02-2022, the City Council authorized CME Associates to provide professional services relating to **water and sewer utility on-call services**; and

WHEREAS, in accordance with N.J.S.A. 40A:11-15, engineering for any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project may be authorized for the length of time necessary for the completion of the actual construction; and

WHEREAS, the City Council desires to reaffirm CME Associates as Special Project Engineer for the above referenced projects which remain ongoing; and

WHEREAS, CME Associates has completed and submitted a Business Entity Disclosure Certification which certifies that CME Associates has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit CME Associates from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council reaffirms CME Associates as a Special Project Engineer for the projects referenced herein and for the duration of the 2026 calendar year. The terms of the prior resolutions and existing contracts are incorporated herein by reference.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

5. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: CME Associates
City Engineer
Water/Sewer
Accounts Payable

Resolution: 60-01-2026

Affirming Authorization for Special Projects Engineer: CME Associates

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-09-55-415-227 U-06-55-924-101 accounts, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 61-01-2026

**RESOLUTION AFFIRMING AUTHORIZATION FOR
COLLIERS ENGINEERING & DESIGN AS SPECIAL PROJECT ENGINEER
FOR ONGOING CITY PROJECTS**

WHEREAS, pursuant to Resolution No. 157-06-2022, the City Council authorized Colliers Engineering & Design (Colliers) to perform professional services for the **extension of the Seawall from Madison Avenue to Wilmington Avenue**; and

WHEREAS, pursuant to RFP #24-15 and Resolution No. 175-06-2024, the City Council authorized Colliers to perform professional services relating to **implementation of the Boardwalk Preservation Fund Program - "Phase 2"**; and

WHEREAS, in accordance with N.J.S.A. 40A:11-15, engineering for any single project for the construction, reconstruction or rehabilitation of any public building, structure or facility, or any public works project may be authorized for the length of time necessary for the completion of the actual construction; and

WHEREAS, the City Council desires to reaffirm Colliers as Special Project Engineer for the above referenced projects which remain ongoing; and

WHEREAS, Colliers has completed and submitted a Business Entity Disclosure Certification which certifies that Colliers has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit Colliers from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council reaffirms Colliers Engineering & Design as a Special Project Engineer for the various projects set forth herein and for the duration of the 2026 calendar year. The terms of the prior resolutions and existing contracts are incorporated herein by reference.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

5. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Colliers Engineering & Design

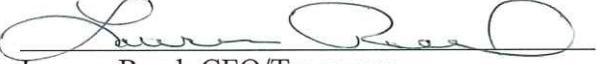
Resolution: 61-01-2026

Affirming Authorization for Special Project Engineer: Colliers Engineering and Design

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the G-02-41-865-953 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 62-01-2026

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
SPECIAL PROJECTS ARCHITECT - ROBBIE CONLEY ARCHITECT LLC**

WHEREAS, the City of Cape May (the "City") has a need to appoint a professional architect to provide timely assessments, preliminary evaluation, and design for various City projects as those needs arise during the calendar year; and

WHEREAS, Robbie J. Conley, AIA is an architect with over 35 years of experience and specifically on municipal projects, including the City's Fire Station and Police Station projects. On November 25, 2025, Conley submitted a proposal for Professional Architect Services for the 2026 calendar year including a proposed fee schedule. The proposal is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, City Council deems it in the best interests of the City and efficient project execution, to authorize a contract for professional services with Conley for the 2026 calendar year; and

WHEREAS, the Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, Robbie Conley Architect, LLC will complete and submit a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the contractor from making any reportable contributions through the term of the Agreement.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council appoints Robbie Conley Architect, LLC as Special Project Architect and hereby awards an Agreement for professional services beginning on the date of the award herein and ending December 31, 2026 as set forth in the proposal attached hereto as EXHIBIT A and the professional services contract attached hereto as EXHIBIT B. Any hourly fees shall be subject to the City Manager directing a notice to proceed and limited to the allocation for services set forth in the budget. Any percentage-based fees shall be subject to further authorization by Resolution of City Council.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The Agreement has been reviewed and approved by the City Solicitor as to form, content and legal procedure.

5. This resolution is contingent upon the Agreement being executed by the Mayor and Deputy City Clerk within thirty (30) days from the date of this resolution.

6. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

7. The Business Disclosure Entity Certification and Political Contribution Disclosure Certification shall be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Resolution: 62-01-2026

Agreement for Special Projects Architect: Robbie Conley Architect, LLC

Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the current fund.

To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-20-165-226 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

EXHIBIT A

Proposal

Robbie **C**onley **A**rchitect, LLC.

596 Glassboro Road
Woodbury Heights, New Jersey, 08097

Phone: (856) 845-7500
Fax: (856) 853-0528

Fee Schedule

For Projects expected to have a construction cost of less or equal to \$100,000.00 fee shall be calculated as time and material based on the hourly rates set forth for that calendar year.

For Projects expected to have a construction cost greater than \$100,000.00 but less than or equal to \$500,000.00 fee shall be calculated at 10% of the estimated construction cost.

For Projects expected to have a construction cost greater than \$500,000.00 but less than or equal to \$1,000,000.00 fee shall be calculated at 9% of the estimated construction cost.

For Projects expected to have a construction cost greater than \$1,000,000.00 a fixed fee, stipulated sum shall be negotiated and agreed upon prior to start of any work.

Under all cases above, a fixed fee, stipulated sum, could be negotiated and agreed upon prior to work commencing.

Under all cases, Robbie Conley Architect LLC will invoice for work completed monthly.

Work shall not be performed on any Available Services unless previously authorized by the City in writing.

Hourly Rates for Services:

Principal Architect/Engineer	\$225.00
Senior Architect/Engineer	\$200.00
Project Manager/ Engineer	\$175.00
Staff Architect/ Engineer	\$150.00
Project Coordinator/Senior Designer	\$150.00
Designer	\$125.00
Technician	\$100.00
Clerical	\$ 95.00

All reimbursable expenses, which include but are not limited to items such as photocopying, reproduction, overnight deliveries, and other out of pocket expenses will be billed at 1.2 times the actual cost. Standard travel to and from projects and meetings is not considered reimbursable.

Additional Services:

Any Owner approved work that is not included in the project scope defined elsewhere in this proposal will be tracked and invoiced on a "Time & Material" basis, per the established maximum rate listed elsewhere in this proposal or negotiated as a fixed fee as approved by Client and Robbie Conley Architect, LLC. prior to the commencement of work.



EXHIBIT B

AGREEMENT

THIS AGREEMENT, made this 6th day of JANAUARY, 2026, by and between THE CITY OF CAPE MAY, a municipal corporation with offices located at 643 Washington Street, Cape May, New Jersey 08204 (hereinafter referred to as the "City") and ROBBIE CONLEY ARCHITECT, LLC, 596 Glassboro Road, Woodbury Heights, New Jersey 08097 (hereinafter referred to as the "Architect").

WITNESSETH:

WHEREAS, pursuant to Cape May City Resolution No. 28-01-2026 (the "Approving Resolution"), City Council of the City of Cape May (the "City Council") has appointed the Architect as its Special Project Architect to perform various Architectural Services, as defined in the Approving Resolution the terms and conditions of which are incorporated herein by this reference;

WHEREAS, also pursuant to the Resolution, the City Council has authorized the execution of this Agreement subject to the terms and conditions set forth therein and herein; and

WHEREAS, the Architect desires to perform the duties required to complete various Architectural Services, as defined in the Approving Resolution, for the City.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF SERVICES.

The Architect shall perform the Architectural Services for the City in accordance with and as defined in the Approving Resolution, which are specifically defined as all basic and routine architectural services as may be required and assigned from time to time by the City Manager, including architectural services and site inspection services for assessment and planning of City projects as needed from time to time (the "Services").

2. COMPENSATION.

The specific terms and conditions together with the fee schedule and method of compensation are more specifically set forth on the proposal submitted by the Architect, a copy of which is attached hereto as EXHIBIT A and by this reference made a part hereof (the "Proposal"). To the extent there are any inconsistencies between the Proposal and the terms and conditions of this Agreement, this Agreement shall control. Note: Any hourly fees shall be subject to the City Manager directing a notice to proceed and limited to the allocation for services set forth in the City budget. Any percentage-based fees shall be subject to further authorization by Resolution of City Council.

3. TERM.

This Agreement shall commence on the date of the resolution and shall continue until December 31, 2026 (“Term”). During the Term of this Agreement, the City may, with or without cause, terminate this Agreement upon thirty (30) days advance written notice to the Architect and after Resolution of the City Council authorizing the same. Upon termination of this Agreement, the City may authorize the Architect to complete projects that are in progress and, if so authorized, the Architect shall be required to complete such projects in accordance with the terms and conditions of this Agreement. With respect to any projects that the City Council does not authorize the Architect to complete, as well as with respect to all completed projects, the Architect shall be required to furnish to the City or its designee all files, plans, maps, work product and any other relevant materials pertaining to such projects and the City reserves the right to withhold any further payment to the Architect until such items are delivered to the City.

4. LEAD ARCHITECT.

Robbie J. Conley, AIA, shall at all times be designated by the Architect as the “lead architect” assigned to the City and shall be responsible for the supervision and oversight, and shall have a working knowledge of all Architectural Services being furnished under this Agreement. The lead architect shall not be changed without the approval of the City Council.

5. AFFIRMATIVE ACTION.

During the performance of this Agreement, Architect agrees to abide by all applicable Department of the Treasury Affirmative Action Rules set forth at N.J.A.C. 17:27-3.1 et seq. as follows:

(a) Architect will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Architect will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) Architect will, in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

(c) Architect will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of Architect’s commitments under applicable law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Architect agrees to comply with the regulations promulgated by the

Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) Architect agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(f) Architect agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) Architect agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

(h) Architect shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

6. STATUS OF ARCHITECT.

The parties acknowledge that Architect is an independent contractor and not an employee of the City. All of the Architecting services shall be provided under this Agreement, which is a professional services agreement adopted pursuant to New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. The Architect shall not be entitled to receive any benefits afforded by the City to its employees and the City shall not be responsible for withholding any federal or state income taxes or making any unemployment or disability contributions on behalf of the Architect.

7. NOTICES.

Notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or by recognized overnight courier or by certified or registered mail, postage prepaid, return receipt requested, or by facsimile, or e-mail, addressed as follows, or if notice of a different address (or facsimile telephone number) has been given, to such different address (or facsimile telephone number):

(a) To City:

The City of Cape May
643 Washington Street

Cape May, New Jersey 08204

With a copy to:

City Solicitor
Christopher Gillin-Schwartz, Esq.
Gillin-Schwartz Law LLC
1252 NJ Route 109
Cape May, New Jersey 08204

(b) To Architect:

ROBBIE CONLEY ARCHITECT, LLC,
596 Glassboro Road,
Woodbury Heights, New Jersey 08097

All notices personally delivered or sent by overnight courier shall be deemed received on the date of delivery. Notices sent by facsimile transmission shall be deemed received by the addressee upon the transmitter's receipt of acknowledgement of receipt from the offices of such addressee. All notices forwarded by registered or certified mail shall be deemed received on a date three (3) days immediately following date of deposit in the mail. Notwithstanding anything to the contrary herein, the return receipt indicating the date upon which all notices were received shall be *prima facie* evidence that such notices were received on the date on the return receipt.

8. MISCELLANEOUS.

(a) Assignment. Services provided under this Agreement are for the exclusive use of City. Neither the City nor Architect shall assign its interest in this Agreement without the written consent of the other.

(b) Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(c) Other Agreements. There are no understandings or agreements between the parties except as herein expressly stated.

(d) Counterparts / Facsimile. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by the municipal officials and the appropriate corporate seal affixed hereto and to have placed their hands and seals and year above written.

ATTEST:

Erin C. Burke, City Clerk

THE CITY OF CAPE MAY

BY: _____
Zachary Mullock, Mayor

WITNESS:

ROBBIE CONLEY ARCHITECT, LLC

BY: _____
Robbie J. Conley, AIA

This Contract has been reviewed and approved
by the City Solicitor as to form, content and
legal procedure.

City Solicitor

Dated: _____

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 63-01-2026

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
TAYLOR ENGINEERING INC. FOR ENGINEERING SERVICES**

WHEREAS, the City is in need of engineering services for its beach operations; and

WHEREAS, Taylor Engineering Inc. has been procured in a required disclosure fashion, in accordance with N.J.S.A. 19:44A-20.5 and has submitted a Business Entity Disclosure Form and a Political Contribution Disclosure form, indicating no reportable donations have been made in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS Taylor Engineering Inc. has provided for a proposal acceptable to the City; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:1 1-1 et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Recital paragraphs are incorporated as if fully set forth.
2. The Cape May City Council hereby authorizes the award of professional services contract for engineering services for beach operations in accordance with proposal as submitted (EXHIBIT A).
3. The appropriate city officials are hereby authorized to execute all documents required to consummate this contract award.
4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.
5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.
6. This resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Accounts Payable
CFO
QPA
Taylor Engineering, Inc.

Resolution: 63-01-2026

Approving Contract for Engineering: Taylor Engineering, Inc.

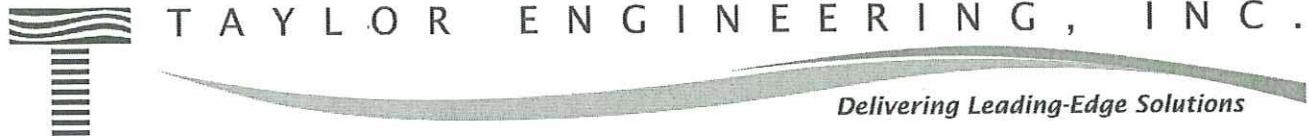
Amount: Varies

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the B-08-55-925-101 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer



Taylor Engineering Rate Schedule 2026

Taylor Engineering shall invoice services for the City of Cape May based on the following rate schedule. The rates provided herein will remain valid through December 31, 2026.

Labor Category	Rate
President	\$468.00
Principal	\$296.00
Senior Advisor	\$319.00
Program Manager	\$256.00
Senior Professional	\$215.00
Project Professional	\$188.00
Staff Professional	\$137.00
Sr. CAD/GIS	\$199.00
Project CAD/GIS	\$108.00
Staff CAD/GIS	\$93.00
Admin/ Document Prep	\$81.00

**rates valid through December 31, 2026*

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 64-01-2026

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO
CBIZ BENEFITS & INSURANCE SERVICES, INC. TO PROVIDE ACTUARIAL
SERVICES FOR THE LIFEGUARD PENSION PLAN AND OTHER POST-
EMPLOYMENT BENEFITS**

WHEREAS, the City of Cape May has established a pension plan to provide retirement, disability and survivor pension benefits for individuals employed by the City of Cape May in the lifeguard force and promulgated pursuant to the requirements of N.J.S.A. 43:13-23 et seq.; and

WHEREAS, it has been determined that the pension plan requires review and actuarial services in order to ensure continued compliance with applicable law and determine liabilities and contribution limits; and

WHEREAS, the City also requires actuarial services relating to Other Post-Employment Benefits (OPEB); and

WHEREAS, CBIZ Benefits & Insurance Services, Inc. provides such services and provided a proposal to the City Manager in connection with the City's Lifeguard Pension plan and OPEB attached hereto as EXHIBIT A and incorporated herein by reference. The proposal includes a \$9,270.00 base fee plus 6% technology fee for services relating to the Lifeguard Pension Plan, and \$6,000 base fee plus 6% technology fee for OPEB services, which are inclusive of certain core services provided under the agreement. All other services are proposed on an hourly rate basis.; and

WHEREAS, the Agreement may be awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., which provides for the award of a professional services agreement without competitive bids, and further provides that the resolution authorizing the award and the professional services agreement itself is available for public inspection; and

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement described herein; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Recital paragraphs are incorporated as if fully set forth.

2. The Cape May City Council hereby authorizes the award of a professional services contract for certain actuarial services to CBIZ Benefits & Insurance Services, Inc. attached hereto as EXHIBIT A and incorporated herein by reference.

3. The Mayor, City Manager, and all other appropriate city officials are hereby authorized to execute all documents required to consummate this contract award.

4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.

5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.

6. A Notice of Award of Contract for the above services shall be published in the official City newspaper.

7. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Accounts Payable
CFO/QPA
CBIZ, Inc.

Resolution: 64-01-2026

Approving Contract for Actuarial Services: CBIZ Benefits & Insurance Services, Inc.

Amount: \$9,270.00 base fee plus 6% technology fee – Lifeguard Pension Plan

\$6,000.00 base fee plus 6% technology fee - OPEB

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-30-28-380-233 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO



CBIZ BENEFITS & INSURANCE SERVICES, INC.

Services Agreement (the "Agreement")

Plan Sponsor:

City of Cape May

643 Washington Street
Cape May, NJ 08204

jriggs@capemaycity.com

Plan Administrator:

[] Same as Plan Sponsor

[] Plan Administration Committee appointed by Plan Sponsor

Service Provider:

CBIZ Benefits & Insurance Services, Inc.

44 Baltimore Street
Cumberland, MD 21502

Email address for electronic notices: riscontracting@cbiz.com

Effective Date:

January 1, 2026

This Agreement is by and between the Plan Administrator and CBIZ Benefits & Insurance Services, Inc. ("CBIZ") on behalf of the plan specified in each applicable Statement of Work, as defined below ("Plan") to perform the services outlined in this Agreement. CBIZ understands that the Plan Administrator is the fiduciary with authority to contract on behalf of the Plan. In addition, CBIZ requires the Plan Sponsor also sign this Agreement as a party, agreeing to be liable for payment of CBIZ fees that are not permitted to be paid by the Plan pursuant to the Employee Retirement Income Security Act, (if applicable), as amended ("ERISA") and/or applicable state law as well as the balance of CBIZ fees in the event of nonpayment by the Plan.

The undersigned, as a representative of the Plan Administrator, acknowledges that the Plan Administrator is the responsible plan fiduciary for the Plan (that is, the fiduciary with authority to cause the Plan to enter into this Agreement), and hereby engages CBIZ to provide the services described in this Agreement and each applicable Statement of Work ("Statement of Work" or "SOW").

The Plan Sponsor, Plan Administrator, and Plan are jointly referred to in this Agreement as "Client."

- I. Fiduciary Authority. The Plan Administrator has the authority to cause the Plan to enter into this Agreement.
- II. Services. CBIZ agrees to provide the following services in relation to the Plan:
 - A. Core Services. CBIZ shall perform the professional services for the Plan that are specified as Core Services in the attached Appendix A to each applicable SOW.
 - B. Additional Services. CBIZ shall perform additional services requested by Plan Administrator, which may include such services as may be specified in the "Additional Services" Section of each Appendix A.
 - C. CBIZ represents and warrants that it has the capabilities necessary to perform the services shown on each Appendix A and will do so in a manner consistent with the standards of the industry, in a professional, timely and accurate manner.
- III. Fees and Billing Procedures.
 - A. Fee Schedule. As compensation for its services under the Agreement, CBIZ shall be entitled to fees computed in accordance with the fee schedule attached as Appendix B to each SOW ("Fees and Charges"), as amended from time to time in accordance with subsection (D)(10) below.
 - B. Additional Services. Additional services requested by the Client will be billed on a fixed fee or an hourly basis at current hourly rates, as described in each Appendix B to each applicable SOW of this Agreement, and shall be paid by the Client pursuant to the terms of this Agreement.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

C. *Third Party Compensation.* In certain instances, CBIZ reasonably expects to receive compensation for its services under this Agreement from third parties.

D. Fee Payment Terms.

1. The Plan (or, at its discretion, the Plan Sponsor) shall pay the fees charged. If the fees are paid by the Plan, they may be charged to the Plan's trust fund or to participant accounts (if and in the manner so permitted in the Plan document, as applicable).
2. Except as otherwise provided in Appendix B or C, the Core Service fees shall be billed at the end of the plan year quarter to which they apply (e.g., 2025 plan year fees for a calendar year plan would be billed as of March 31, June 30, September 30, and December 31 of 2025). If fees are based on the number of plan participants, such fees shall be based on an estimate of the number of participants in the Plan for such year. Any adjustment required to the Core Service fees based on the actual number of participants in the Plan or any other difference between the assumptions used for the Core Services and actual experience will be billed upon completion of the applicable work for the relevant year.
3. Except as otherwise provided in Appendix B or C, fees for Additional Services shall be billed upon the completion of such services in a special invoice or as part of the quarterly fee billing for Core Services. CBIZ reserves the right to require prepayment of fees for any Additional Service or to provide progress billing and payment of such billing while a lengthy project is being worked on.
4. Invoices are due upon receipt. If fees are to be paid to CBIZ out of the Plan, the Plan Administrator will instruct the investment manager, recordkeeper, or other responsible party, as applicable, to issue payment of those fees from Plan assets.
5. Balances not paid within 30 days after the initial invoice date will be subject to a one percent (1%) per month service charge for each month or partial month until the invoice is paid in full.
6. If the Plan does not pay the fees within sixty (60) days of the date of the applicable invoice, the Plan Sponsor hereby agrees that it will be obligated to pay the fees.
7. It is the Plan Administrator's responsibility to determine that all fees for services provided by CBIZ in accordance with the attached Fee Schedule(s) are reasonable expenses to the extent payable by the Plan. If the Plan Administrator objects to an amount charged on an invoice, the Plan Administrator should advise CBIZ of such objection within 15 days after the initial invoice date and should pay all amounts not in dispute. CBIZ will work with the Plan Administrator to resolve any dispute as to fees on a prompt basis. Any amount from the original invoice that was disputed but ultimately resolved in CBIZ's favor shall be subject to the service charge discussed in subsection III D.5 above.
8. If fees are not paid within 60 days, CBIZ may cease work on any matter until the account is brought current. If fees are outstanding more than 90 days, CBIZ may withdraw from this engagement immediately at its discretion. CBIZ's withdrawal under such circumstances does not affect Client's obligations to pay any outstanding balance.
9. CBIZ is not responsible for any late tax filings or penalties, fines, taxes, or other charges that may be assessed as a result of its nonperformance of services while fees remain unpaid, as discussed in subsection III D.8 above.
10. Fees may be altered at any time by CBIZ in its discretion by the provision of a new Appendix B to an applicable SOW, to be effective not less than 60 days after such notice is provided. Notwithstanding the foregoing, the amount of Core Service Fees, as reflected on each applicable Appendix B to each applicable SOW to this Agreement shall be increased automatically effective annually, beginning on the first anniversary of the Effective Date of this Agreement, and continuing each year thereafter, at the rate of three percent (3%) per year. No additional or separate notice of this annual increase needs to be provided.

IV. Limitation on Services. Unless provided through a separate written agreement, CBIZ does not perform the following services:

- A. *Investment Advice.* CBIZ does not and will not provide investment advice, for a fee or otherwise, to any person including Client, the Plan, or the Plan's participants and beneficiaries.
- B. *Fiduciary Services.* Client has sole discretionary authority and control over the administration of the Plan, and exclusive control over the assets of the Plan. Unless explicitly provided elsewhere in this Agreement, and only to the extent so provided, Client acknowledges that neither CBIZ nor any of its employees are fiduciaries of the Plan and Trust, nor is any of them the Administrator of the Plan as that term is defined in ERISA. Client acknowledges that the Plan Administrator is the Plan Administrator under ERISA or applicable State law and, as such, is responsible for all administrative duties incident to the maintenance of the Plan and is a "named fiduciary," as defined in ERISA or applicable State law.
- C. *Discretionary Services.* Except as otherwise provided in this Agreement or its Appendices, CBIZ has no discretionary authority, control, or responsibility over the Plan or over the administration of Plan assets. Neither CBIZ, nor its officers, employees, and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines, or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator, or party-in-interest.
- D. *Legal or Accounting Services.* CBIZ is not a law or accounting firm and does not provide legal or accounting advice. Client should consult with an attorney or accountant experienced in employee benefit plan matters regarding any questions or concerns that Client may have relative to the Plan.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

V. Client Responsibilities. Client acknowledges and represents that:

- A. Client shall be responsible for the items discussed in this section and in Appendix C to each applicable SOW to this Agreement which outlines additional Client Responsibilities as between Client and CBIZ only.
- B. CBIZ shall not be liable for any acts or omissions with respect to the Plan that were committed prior to the Effective Date of this Agreement.
- C. *Timely Provision of Accurate and Complete Information.* Client shall provide CBIZ with requested information on a timely basis (i.e., within the time frame specified by CBIZ when the request is communicated to Client), and will be responsible for ensuring that the provided information is accurate and complete. CBIZ will rely exclusively on information provided by Client or Client's authorized advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. Client acknowledges that inaccurate information and/or late information could result in penalties and excise taxes and possibly Plan disqualification. CBIZ assumes no responsibility for, and shall not have any liability for, any consequences that result from CBIZ's inability to complete its work in the ordinary course of its business due to the failure of Client to provide information to CBIZ in accordance with agreed upon timelines. If it is necessary for CBIZ to repeat any portion of its services due to incorrect or incomplete information or instructions provided by the Plan Sponsor, CBIZ will charge an additional fee to be determined when the error is discovered.
- D. *Timely Deposit of Contributions and (if applicable) Loan Repayments.* Client shall be solely responsible for making sure contributions and, if applicable, loan repayments are funded to the Plan's trust if/when required for tax deductibility and to comply with applicable law, regulations, and plan policy, including ERISA and DOL Regulations, state law, and the Plan's funding policy, regarding the fund and timing of contributions and participant loan repayments.
- E. *Timely Filing of Government Reports.* Except as otherwise provided in this Agreement or its Appendices, Client shall be responsible for the timely filing of all government reports with the appropriate agency. Client acknowledges that failure to timely file required government reports may result in penalties which shall be the sole responsibility of Client (and not of CBIZ) if assessed.
- F. *Information to be Provided to Participants and Beneficiaries.* Client shall be responsible for providing the necessary information to Client's participants, including notices, elections, and reports required by law.
- G. *Information Regarding the Plan Sponsor, Participating Employers, Other Plans, and Business Acquisitions and Dispositions.* The Plan's operation and tax qualification may be affected by other plans sponsored by Client (whether currently active or terminated and whether or not CBIZ administered the plan), and by other entities owned partially or entirely by, or related to, Client, its principals, or its owners, and their affiliates. Client is responsible for informing CBIZ of the existence of any such other plans and of notifying CBIZ when there is a change in this information or in the tax filing status of Client/Plan Sponsor, as applicable (e.g., a change from S corporation to C corporation status, a change to an LLC, etc.).
- H. *Discretionary Decisions.* Except as otherwise provided in this Agreement or its Appendices, Client is responsible for all discretionary decisions relating to the Plan, including the interpretation of plan document provisions, and the work performed by CBIZ involves the ministerial carrying out of such decisions. To assist Client, CBIZ may, when requested, provide advice to Client about administrative matters (but not about investments).
- I. *Bonding Obligations.* ERISA Section 412 requires that, with certain exceptions, every fiduciary of an employee benefit plan and every person who handles funds or other property of a plan shall be bonded in accordance with the provisions of that section. To the extent the Plan is subject to this requirement, Client is responsible for obtaining any necessary bond.
- VI. *Receipt of Disclosure.* The law requires that service providers give its clients an estimate of their fees a reasonable time before a client enters into the services contract. This Agreement, including the Appendices, together constitute CBIZ's compliance with this law, as applicable.
- VII. *Information Privacy.* CBIZ and Client agree that they will not (a) use any non-public personal information, regardless of the source of the data, for any purpose other than communicating with Client, participants and beneficiaries; (b) sell, sublicense, or resell non-public personal information to any third party; (c) use the non-public personal information for any unlawful purpose; (d) use the non-public personal information for any purpose other than its own internal purposes; (e) use the non-public personal information to identify or solicit potential plan sponsors for its products; or (f) use the non-public personal information for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) or the Federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). CBIZ represents and warrants that it is in compliance with all applicable laws and regulations with respect to any non-public personal information it receives with respect to any Plan participant or beneficiary. CBIZ will maintain the confidentiality of Client's confidential information. CBIZ will use reasonable precautions to protect Client's Confidential Information, but CBIZ has no obligation to employ any measures that Client does not regularly employ in protecting Client's Confidential Information. Except as provided in the following sentence, "Confidential Information" means information concerning Client or Client's business that Client provides to CBIZ in connection with this Agreement. Confidential Information does not include information (i) that is or becomes publicly available or generally known to persons in Client's industry without breach of CBIZ's obligations under this section or (ii) received by CBIZ after the termination of this Agreement. CBIZ may disclose Client's confidential information to CBIZ's employees, independent contractors and affiliates, including their employees and independent contractors, as necessary to provide CBIZ's services. Client authorizes CBIZ to engage such affiliates and third parties to provide services on CBIZ's behalf and, in this context, provide them with access to Client's confidential information. Without limiting the foregoing, CBIZ may in certain circumstances disclose Client's confidential information to software vendors for the purpose of obtaining technical support in the course of providing services, but all such Confidential Information will be treated confidentially. CBIZ may also

CBIZ BENEFITS & INSURANCE SERVICES, INC.**V.5.2025**

disclose confidential information if required by any law, regulation, regulatory exam, court order, mandatory governmental process, governmental agency or in response to a document request from a regulatory agency or self-regulatory organization having jurisdiction over CBIZ's business; provided CBIZ uses its reasonable efforts, to the extent permitted by law in order to prevent or limit such disclosure. To protect Client's confidential information, Client agrees not to disclose any confidential information to CBIZ except as requested or as necessary for CBIZ to provide services. CBIZ may disclose the Information, as defined below, to any company, or any employee of such company, that is owned or controlled, directly or indirectly, by CBIZ ("Affiliate"). CBIZ may use the information Client provides to CBIZ in connection with this Agreement ("Client Information") to check for conflicts of interest and to verify independence. Client Information may also be used in CBIZ's efforts to provide Client with access to the different types of services offered by CBIZ Affiliates, including when appropriate, tax consulting, general business consulting, retirement or estate planning, business succession, asset acquisition or disposition, payroll, benefits, insurance, wealth management and investing, human resources, accounting, valuation, internal audit, mergers and acquisitions, and technology consulting, or to prepare subsequent years' agreements. CBIZ may use the Client Information to compile lists in order to provide Client with tax or business information, newsletters or other correspondence determined from the Client Information to be relevant to Client or Client's industry, and information on other products or services offered by CBIZ's Affiliates. CBIZ may also use and disclose the Information as subsequently requested or directed by Client. CBIZ will not disclose Information to any person who is not an Affiliate without obtaining a separate consent to such disclosure except (a) as otherwise specifically provided herein, or (b) at Client's request or direction. Notwithstanding any other provision of this Agreement, CBIZ may use Client's information, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, or for development or performance of data analysis or other insight generation, including without limitation benchmarking studies. Information developed in connection with these purposes may be used or disclosed to Client or current or prospective clients to provide services or offerings. Periodically, CBIZ may perform benchmarking studies on an industry basis to provide additional value-added information to CBIZ's clients. Client consents to sharing of confidential information with third parties for this purpose. Such benchmarking studies will be general in nature and the information provided will not contain any identifying features that can be attributed to Client. CBIZ may retain the Information (a) to the extent required pursuant to legal or regulatory requirements or professional standards, (b) to comply with a bona fide record retention policy or (c) saved pursuant to automated computer backup procedures where it would be impractical to delete or destroy such Information; provided that such retained Information shall remain subject to the confidentiality provisions of this Agreement for so long as CBIZ retains such Information.

VIII. Confidentiality of CBIZ Information.

In connection with and in consideration of CBIZ providing Services to you and providing you with access to certain confidential information, which may include SOC reports and summary information about our cybersecurity practices ("CBIZ Information"), Client acknowledges that the CBIZ Information constitutes confidential and proprietary information of CBIZ, and that the CBIZ Information is and shall remain the sole and exclusive property of CBIZ.

Unless CBIZ provides its express written permission, Client will hold all such CBIZ Information in confidence, and shall not disclose, transfer, use, copy, or permit access to any such Information to any third party at any time or for any reason whatsoever and will not use such CBIZ Information for any purposes not related to the Services. Upon notification to Client by CBIZ, the CBIZ Information shall be promptly returned to CBIZ and Client will destroy any copies, extracts, or other reproductions, in whole or in part, of the CBIZ Information.

The confidentiality obligations imposed by this Agreement shall not apply to any information that (i) is publicly known or becomes publicly known in the future, other than by reason of breach of this Agreement; (ii) was in Client's possession without any obligation of confidentiality at the time of CBIZ's communication thereof to Client; or (iii) is rightfully obtained by Client from third parties authorized to make such disclosure without restriction; (iv) is required to be disclosed by Client by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards; or (v) is disclosed with the written consent of Client. In the event that Client is required by subpoena, summons, law, regulation, administrative process or court order to disclose any of the CBIZ Information, Client will, to the extent permitted, promptly notify CBIZ in writing prior to making any such disclosure in order that CBIZ may seek a protective order or other appropriate remedy. Client further agrees to cooperate with CBIZ in seeking such order or other remedy at CBIZ's expense. If CBIZ is unsuccessful in obtaining such relief, Client agrees to furnish only such portion of the CBIZ Information as Client believes in good faith is legally required to be disclosed, and to exercise reasonable efforts to ensure that the CBIZ Information will be accorded confidential treatment by the recipient.

The Parties agree that monetary damages may be an inadequate remedy for a breach of this Agreement, and that CBIZ is entitled to seek injunctive or other equitable relief in the event of a breach or threatened breach. Any such equitable relief shall be in addition to, and not in lieu of, any monetary relief or other damages to which CBIZ may be entitled at law. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of reasonable costs and reasonable attorney's fees.

IX. Limitation of Liability. Unless otherwise prohibited by law or applicable professional standard, Client agrees that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to Client, Plan participants, Plan Trustee(s) or any other party for any claims, liabilities, or expenses relating to this Agreement for an aggregate amount in excess of the annual fees paid by Client to CBIZ pursuant to the SOW to which the claim, liability or expense arises, except to the extent finally judicially determined to have resulted from the fraud, bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law or applicable professional standard, CBIZ, any entity related to it or their respective personnel, current or former, shall not be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement. Furthermore, CBIZ, any entity related to it, or their respective personnel, current or former, shall not be liable for the cost of procurement of substitute services, technology or rights or for the interruption use or loss or

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

corruption of data or for any breach of cybersecurity that occurs despite their best efforts at maintaining the security of computer files. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise, and shall survive the termination of this Agreement.

X. Termination.

- A. Either the Plan Administrator or CBIZ may terminate this Agreement at any time without cause after providing 60 days' advance notice. Client agrees to pay the reasonable costs related to the transition of the administrative services to a successor service provider, which shall be billed as Additional Services using CBIZ's standard hourly rate and must be paid by Client prior to the provision of any transition services.
- B. If either Client or CBIZ materially breaches this Agreement, the nonbreaching party must provide notice of such breach and the breaching party may cure the breach within 30 days. If the breach remains uncured after such time, the nonbreaching party then may terminate this Agreement immediately.
- C. CBIZ may terminate this Agreement immediately in the event of nonpayment of fees, as discussed above in Section III D.8.
- D. This Agreement shall be deemed terminated if the Plan is terminated upon the distribution of all plan assets and preparation of all applicable final regulatory filings, as applicable.
- E. Upon termination of this Agreement, all fees owed to CBIZ, including fees for administrative services for the current year earned through the date of termination of the Agreement, will be immediately payable in full.
- F. No prepaid fees are refundable upon termination of this Agreement.

XI. Miscellaneous.

- A. *Disclosure of Fee Information Required by Form 5500, where applicable.* For any client for whom a Form 5500 must be filed, certain information regarding CBIZ's fees must be disclosed on an annual basis on the Form 5500. If CBIZ prepares Client's Form 5500, CBIZ will disclose that information as part of such preparation. If CBIZ does not prepare the Form 5500, it will provide the necessary information to the Form preparer upon reasonable request (and with timely and appropriate notice) to enable the Form 5500 to be completed on a timely basis.
- B. *Notices.* Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designated by notice in writing to the other party, or (iv) as otherwise mutually agreed by the parties. In addition, Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy at the email address listed on the first page of this Agreement or such other email address as Client may designate in writing to CBIZ. Client may revoke this consent at any time by providing notice to CBIZ pursuant to this section.
- C. *Assignability.* This Agreement is not assignable by either party hereto without the prior consent of the other party. Consent shall not be required, however, where an entity becomes an assignee due to the purchase of substantially all of the assets or stock of CBIZ or by virtue of becoming the successor to CBIZ's business (whether by merger, consolidation, stock sale, or otherwise).
- D. *Effect.* This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators, and assigns.
- E. *Entire Understanding and No Third Party Beneficiaries.* This Agreement supersedes all written and oral agreements, communications or negotiations among the parties and it constitutes the complete and full understanding and agreement of the parties with regard to the services to be provided pursuant to this Agreement. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person (other than the Plan, the Plan Sponsor, the Plan Administrator, or CBIZ or its Affiliates) including, without limitation, any participant or any beneficiary covered by the Plan.
- F. *Severability.* If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- G. *Headings.* All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.
- H. *Applicable Law.* The laws of the State of Ohio shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
- I. *Arbitration Agreement.* To the extent permitted by law, all controversies between Client and CBIZ, which may arise out of or relate to any of the services provided by CBIZ under this Agreement, or the construction, performance, or breach of this or any other agreement between CBIZ and Client, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in Cleveland, Ohio, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

arbitrator(s) shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under applicable federal or state securities laws.

IN AGREEING TO ARBITRATION, CBIZ AND CLIENT ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, THEY ARE EACH GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD EACH ACCEPTS THE USE OF ARBITRATION FOR RESOLUTION.

J. Amendments. This Agreement and/or its Appendices may be modified with the written consent of both the Plan Administrator and CBIZ. CBIZ may modify its fees at any time, as discussed in Section 3(D)(10) above. In addition, if CBIZ provides the Plan Administrator with an amendment to the Agreement clearly identified as an amendment of this Agreement, and the Plan Administrator does not object to the amendment within 60 days of receipt, such amendment shall be considered to have been agreed to by the Plan Administrator when actions are taken by the Plan Administrator that indicate an intention to continue performance under this Agreement. Such actions include, without limitation, the response to requests for information by CBIZ, the initiation of additional work or projects, or the payment of fees in compliance with the new agreement by the Plan Administrator after the date such amendment is provided.

K. Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state laws. Furthermore, no failure by CBIZ to exercise any right, power, or privilege that it may have under this Agreement shall constitute a waiver of its ability to exercise that right, power, or privilege in either that or any subsequent situation.

L. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts, together, constitute only one Agreement.

M. Employment Offers to CBIZ Personnel. During the term of this Agreement and for a period of one year thereafter, Client agrees not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, or employee of CBIZ without the prior written consent of CBIZ. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 50 percent of the solicited person's annual compensation. Notwithstanding the above, the parties agree that nothing shall prevent Client from hiring a candidate that responds to a general solicitation to the public and not targeted in any way to CBIZ personnel.

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CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

The undersigned Plan Administrator has full power and authority under the provisions of the applicable instruments governing the Plan, to execute, deliver and perform the obligations under this Agreement. The execution and delivery of this Agreement and the appointments and investments contemplated hereby have been duly authorized in accordance with the provisions of the instruments governing the Plan and underlying trust and are in accordance with all requirements applicable to the Plan's governing instruments and under ERISA (if applicable), and other applicable law.

This Agreement shall not be binding on CBIZ until accepted by it, in writing, as indicated by its signature below.

Plan Administrator:

City of Cape May

Service Provider:

CBIZ Benefits & Insurance Services, Inc.

By:

By:

Print Name: Erin Burke

Print Name: Brian Evitts

Title:

Title: President – Actuarial Division

Date:

Date:

The Plan Sponsor hereby agrees that, if the fees under this Agreement are not paid by the Plan, the Plan Sponsor will be responsible to make payment.

Plan Sponsor:

City of Cape May

By:

Print Name: Erin Burke

Title:

Date:

Client agrees that CBIZ may utilize its name in representative client lists.

YES, Client agrees that CBIZ may utilize its name in representative client lists

NO, Client does not agree to permit CBIZ to utilize its name in representative client lists

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

Statement of Work Actuarial Services #1

Plan: City of Cape May Beach Patrol Pension Plan

STATEMENT OF WORK # 1 | APPENDIX A

RETIREMENT PLAN SERVICES: NON-FIDUCIARY

This SOW #1 shall become an SOW to the Services Agreement between City of Cape May and CBIZ Benefits & Insurance Services, Inc. ("CBIZ") dated January 1, 2026 (the "Agreement"). The signature(s) below authorize adding this SOW to the Agreement:

Plan Administrator:

City of Cape May

Service Provider:

CBIZ Benefits & Insurance Services, Inc.

By:

By:

Print Name: Erin Burke

Print Name: Brian Evitts

Title:

Title: President – Actuarial Division

Date:

Date:

The Plan Sponsor hereby agrees that, if the fees under this Agreement are not paid by the Plan, the Plan Sponsor will be responsible to make payment.

Plan Sponsor:

City of Cape May

By:

Print Name: Erin Burke

Title:

Date:

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. Additional Services represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any **Additional Services**, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See **Appendix B Billable Rate Schedule**)
- **Flat Fee** (per event) - Fee amount as indicated

Total fees for services to be provided are outlined on **Appendix B**.

Appendix A: Actuarial Services		
Service Description	Core Services	Additional Services
Valuation and GASB Services		
Determine Liabilities, Minimum Contribution and Recommended Contribution as of each valuation date	Included	
Prepare annual funding valuation report that includes a calculation of an actuarially determined contribution	Included	
Prepare annual GASB 68 report		Hourly Rate
Administration (Data, Contributions and Trust Accounting/Valuation)		
Request, review and reconcile census data - additional charges will apply if not provided in Excel or similar electronic format	Included up to 4 Hours	Add'l Hours at Applicable Rates
Reconciliation of census data not submitted in an acceptable electronic format		Hourly Rate
Re-computing of Plan information due to changes/errors in data provided		Hourly Rate
Trust Accounting		
Perform trust accounting/asset reconciliation for trustee statements and determination of actuarial value	Includes 4 Hrs/Plan Year	Add'l Hours at Applicable Rates
Programming of valuation systems to determine liabilities necessary for all in-scope services	Included	
General		
Answer general legislative, compliance, administrative or consulting questions		Hourly Rate
Provide updates and information regarding recent trends in employee benefits industry		Hourly Rates
Coordinate and respond to data requests and inquiries of Certified Public Accountant when annual audited financial statements are required.		Hourly Rate
Compliance		
Verify compliance with §415 annual benefits limits		Hourly Rate
Preparation of Annual Benefit Statements	Included	
Plan Distributions		
Provide annual list of Minimum Required Distributions - calculation, preparation and processing of distributions		Hourly Rate
Other General Services		
Research and consulting regarding regulatory, general legislative, compliance or administrative matters		Hourly Rate
Plan design study, analysis and recommendations		Hourly Rate
Help resolve standard operational, compliance and qualification issues		Hourly Rate
Attend client, service provider or committee meetings, as requested in association with the delivery of any Core Services included in the annual retainer (including travel expense)		Hourly Rate
Participate on client, service provider or committee conference calls, as requested		Hourly Rate
Address search for missing participants		Flat Fee

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

Appendix A: Actuarial Services		
Service Description	Core Services	Additional Services
Other miscellaneous services not specified above, including, but not limited to, compliance issues, preparing or amending Government forms, preparing additional or correcting valuation reports and copying services.		Hourly Rate

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

STATEMENT OF WORK # 1 | APPENDIX B
FEES AND CHARGES

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. Additional Services represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any **Additional Services**, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See *Appendix B Billable Rate Schedule*)
- **Flat Fee** (per event) - Fee amount as indicated

- Subject to the terms and conditions described in this Agreement, the following fees and charges shall be due from the Client for the CBIZ Services described in Appendix A:

Recurring Annual Fees	
Annual Fixed Fee (billed quarterly as charges are incurred) – Plan Year Beginning January 1, 2026 • Core services will be completed within 6 weeks of the receipt of all required data	\$9,270 plus 6% technology fee

Please note that per Section III(D)(10) of the Agreement, an annual increase of 3% will be applied to the Recurring Annual Fees as of each new Plan Year.

TECHNOLOGY FEE

6% technology fee will be added to all invoices for Actuarial and Administration services.

ADDITIONAL SERVICES

Fees will be charged based on time and expense. A written project plan and fee estimate will be provided in advance of commencing any work on any Additional Services where the fee is expected to exceed \$5,000. Where CBIZ is able to work on a fixed-fee basis for these services, we will provide a firm written fixed-fee quote in lieu of an estimate. Any Additional Services, via written project plan or otherwise, shall be governed by the terms and conditions of the Agreement.

The table below illustrates our hourly rates in effect as of December 1, 2025 that will apply with respect to Additional Services.

LEVEL	HOURLY RATES
Executive/Senior Vice President	\$500 - \$750
Vice President/Actuary	\$400 - \$550
Managing Consultant	\$300 - \$400
Consultant	\$250 - \$325
Associate	\$200 - \$275
Clerical Support	\$125

CBIZ hourly rates establish the benchmark for the value of our services. Our hourly rates are adjusted from time to time; generally, such changes occur on a firm-wide basis once every twelve months. We are keenly aware of time expenditures and make every effort to achieve the most cost-beneficial mix of hours, rates, and experience in responding to your actuarial, consulting and administrative needs.

In determining the fee in unique situations, CBIZ may also take into account such factors as the novelty and complexity of the issues involved, the skills required, familiarity with the specific area, the magnitude of the matter, the results achieved, customary fees for similar actuarial services, and time limitations imposed by you or by circumstances. CBIZ final fees may be revised upward or downward from the fee amount calculated on an hourly basis in order to reflect these types of factors.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

STATEMENT OF WORK # 1 | APPENDIX C PLAN SPONSOR / PLAN ADMINISTRATOR RESPONSIBILITIES

All terms defined in the Agreement shall apply to this Appendix C.

SECTION 1: PLAN SPONSOR/PLAN ADMINISTRATOR GENERAL RESPONSIBILITIES

In conjunction with the services described in Appendix A, the Plan Sponsor/Administrator agrees to perform all fiduciary duties and responsibilities, including but not limited to those listed below, on a timely basis:

- Provide CBIZ with complete, accurate, and reliable information, data, documents and other records necessary for CBIZ to perform the services set forth in Appendix A and this Appendix C and provide CBIZ with requested management decisions, approvals and acceptances.
- Maintain the Plan(s) in full compliance, both as to operation and form, with ERISA, the Internal Revenue Code of 1986 (as amended) and all rules and regulations promulgated pursuant thereto ("Internal Revenue Code"), and all other applicable federal, state and local laws, regulations, and ordinances.
- Obtain and maintain the required amount of Fidelity Bond coverage, as required by ERISA, including enhanced bonding to cover Non-Qualifying Assets or employer securities, if applicable.
- Except as outlined below or as may be included in Appendix A, file all forms, documents and reports required to be filed with the appropriate government agencies (i.e. IRS, DOL, PBGC, etc.).
- Be solely responsible for all services and functions other than as specified below or Appendix A.
- Be solely responsible for payment of fees and other expenses and otherwise maintaining relationships with benefits payors, claims administrators, and any other third party service providers with respect to or on behalf of the Plan(s).
- Maintain all plan related records (at both the Plan and employee levels) in compliance with DOL regulations under ERISA and IRS regulations under the Internal Revenue Code, including copies of reports provided by CBIZ.
- Cooperate and assist with CBIZ in its attempt to fulfill its responsibilities under this Agreement, as specified below and Appendix A.

ADMINISTRATION

CBIZ has not been engaged to provide Third Party Administration Services.

GOVERNMENT FILINGS

CBIZ has not been engaged to perform Form 5500 [and other Government Forms] preparation services as specified in Appendix A.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

Statement of Work for City of Cape May OPEB Plan #2

Plan: City of Cape May OPEB Plan

STATEMENT OF WORK # 2 | APPENDIX A

RETIREMENT PLAN SERVICES: NON-FIDUCIARY

This SOW #2 shall become an SOW to the Services Agreement between City of Cape May and CBIZ Benefits & Insurance Services, Inc. ("CBIZ") dated January 1, 2026 (the "Agreement"). The signature(s) below authorize adding this SOW to the Agreement:

Plan Administrator:

City of Cape May

Service Provider:

CBIZ Benefits & Insurance Services, Inc.

By:

By:

Print Name: Erin Burke

Print Name: Brian Evitts

Title:

Title: President – Actuarial Division

Date:

Date:

The Plan Sponsor hereby agrees that, if the fees under this Agreement are not paid by the Plan, the Plan Sponsor will be responsible to make payment.

Plan Sponsor:

City of Cape May

By:

Print Name: Erin Burke

Title:

Date:

CBIZ BENEFITS & INSURANCE SERVICES, INC.**V.5.2025**

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. Additional Services represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any **Additional Services**, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See **Appendix B Billable Rate Schedule**)
- **Flat Fee** (per event) - Fee amount as indicated

Total fees for services to be provided are outlined on **Appendix B**.

Appendix A: Actuarial Services		
Service Description	Core Services	Additional Services
Administration (Data, Contributions and Trust Accounting/Valuation)		
Request, review and reconcile census data - additional charges will apply if not provided in Excel or similar electronic format	Included	
Re-computing of Plan information due to changes/errors in data provided		Hourly Rate
Valuation		
Programming of valuation systems to determine liabilities necessary for all in-scope services	Included	
General		
Answer general legislative, compliance, administrative or consulting questions		Hourly Rate
Provide updates and information regarding recent trends in employee benefits industry		Hourly Rate
Coordinate and respond to data requests and inquiries of Certified Public Accountant when annual audited financial statements are required.		Hourly Rate
GAAP and Accounting Services		
Preparation of Annual GAAP compliant accounting report in accordance with GASB Statement No. 75	Included	
Determination of annual GASB 75 OPEB Expense	Included	
Plan Distributions		
Individual benefit calculations sent to client for distribution		Hourly Rate
Other General Services		
Research and consulting regarding regulatory, general legislative, compliance or administrative matters		Hourly Rate
Plan design study, analysis and recommendations		Hourly Rate
Help resolve standard operational, compliance and qualification issues		Hourly Rate
Attend client, service provider or committee meetings, as requested in association with the delivery of any Core Services included in the annual retainer (including travel expense)		Hourly Rate
Participate on client, service provider or committee conference calls, as requested		Hourly Rate
Other miscellaneous services not specified above, including, but not limited to, compliance issues, preparing or amending Government forms, preparing additional or correcting valuation reports and copying services.		Hourly Rate

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

STATEMENT OF WORK # 2 | APPENDIX B
FEES AND CHARGES

Subject to the terms and conditions described in the Agreement, CBIZ shall provide services as set forth below.

The services that are reported as **Core Services** represent services that the Client authorizes CBIZ to provide on behalf of the Plan. Additional Services represent services that CBIZ will not be responsible for unless engaged by the Client to be provided for an additional fee. Any **Additional Services**, regardless of how engaged via written project plan or otherwise, will be performed and governed by the terms and conditions set forth in this Agreement.

The fee arrangements for services provided are identified based upon the following categories:

- **Included** in annual Base fee
- **Hourly time charges** (See *Appendix B Billable Rate Schedule*)
- **Flat Fee** (per event) - Fee amount as indicated

CORE SERVICES

Annual Fixed Fee (payable annually upon completion of the 2025 GASB 75 report).....\$6,000

Fee for interim valuations will be 50% of the otherwise applicable full valuation fee

TECHNOLOGY FEE

6% technology fee will be added to all invoices

ADDITIONAL SERVICES

Fees will be charged based on time and expense. A written project plan and fee estimate will be provided in advance of commencing any work on any Additional Services where the fee is expected to exceed \$5,000. Where CBIZ is able to work on a fixed-fee basis for these services, we will provide a firm written fixed-fee quote in lieu of an estimate. Any Additional Services, via written project plan or otherwise, shall be governed by the terms and conditions of the Agreement.

The table below illustrates our hourly rates in effect as of December 1, 2025 that will apply with respect to Additional Services.

LEVEL	HOURLY RATES
Executive/Senior Vice President	\$500 - \$750
Vice President/Actuary	\$400 - \$550
Managing Consultant	\$300 - \$400
Consultant	\$250 - \$325
Associate	\$200 - \$275
Clerical Support	\$125

CBIZ hourly rates establish the benchmark for the value of our services. Our hourly rates are adjusted from time to time; generally, such changes occur on a firm-wide basis once every twelve months. We are keenly aware of time expenditures and make every effort to achieve the most cost-beneficial mix of hours, rates, and experience in responding to your actuarial, consulting and administrative needs.

In determining the fee in unique situations, CBIZ may also take into account such factors as the novelty and complexity of the issues involved, the skills required, familiarity with the specific area, the magnitude of the matter, the results achieved, customary fees for similar actuarial services, and time limitations imposed by you or by circumstances. CBIZ final fees may be revised upward or downward from the fee amount calculated on an hourly basis in order to reflect these types of factors.

CBIZ BENEFITS & INSURANCE SERVICES, INC.

V.5.2025

STATEMENT OF WORK # 2 | APPENDIX C PLAN SPONSOR / PLAN ADMINISTRATOR RESPONSIBILITIES

All terms defined in the Agreement shall apply to this Appendix C.

SECTION 1: PLAN SPONSOR/PLAN ADMINISTRATOR GENERAL RESPONSIBILITIES

In conjunction with the services described in Appendix A, the Plan Sponsor/Administrator agrees to perform all fiduciary duties and responsibilities, including but not limited to those listed below, on a timely basis:

- Provide CBIZ with complete, accurate, and reliable information, data, documents and other records necessary for CBIZ to perform the services set forth in Appendix A and this Appendix C and provide CBIZ with requested management decisions, approvals and acceptances.
- Maintain the Plan(s) in full compliance, both as to operation and form, with ERISA, the Internal Revenue Code of 1986 (as amended) and all rules and regulations promulgated pursuant thereto ("Internal Revenue Code"), and all other applicable federal, state and local laws, regulations, and ordinances.
- Obtain and maintain the required amount of Fidelity Bond coverage, as required by ERISA, including enhanced bonding to cover Non-Qualifying Assets or employer securities, if applicable.
- Except as outlined below or as may be included in Appendix A, file all forms, documents and reports required to be filed with the appropriate government agencies (i.e. IRS, DOL, PBGC, etc.).
- Be solely responsible for all services and functions other than as specified below or Appendix A.
- Be solely responsible for payment of fees and other expenses and otherwise maintaining relationships with benefits payors, claims administrators, and any other third party service providers with respect to or on behalf of the Plan(s).
- Maintain all plan related records (at both the Plan and employee levels) in compliance with DOL regulations under ERISA and IRS regulations under the Internal Revenue Code, including copies of reports provided by CBIZ.
- Cooperate and assist with CBIZ in its attempt to fulfill its responsibilities under this Agreement, as specified below and Appendix A.

Certificate Of Completion

Envelope Id: EDCF9C41-769F-4311-8376-C51C371F9E4C
 Subject: Docusign Signature Request: City of Cap May - MSA for Signature
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Leslie Maloof
 44 Baltimore Street
 Cumberland, MD 21502
 LMaloof@CBIZ.com
 IP Address: 47.19.127.190

Record Tracking

Status: Original
 12/16/2025 6:56:03 AM
 Holder: Leslie Maloof
 LMaloof@CBIZ.com

Location: DocuSign

Signer Events

Signature

Timestamp

Erin Burke
 eburke@capemaycity.com
 Security Level: Email, Account Authentication
 (None)

Sent: 12/16/2025 7:00:53 AM
 Viewed: 12/16/2025 9:10:59 AM

Electronic Record and Signature Disclosure:

Accepted: 12/16/2025 9:10:59 AM
 ID: 0ce6b16e-001a-4f0e-8052-b2598dad22fe

Brian D. Evitts

brian.evitts@cbiz.com

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Bill Karbon wkarbon@cbiz.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/16/2025 7:00:51 AM
Curtis Powell curtis.powell@cbiz.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/16/2025 7:00:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Karen Foglepole kfoglepole@cbiz.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/16/2025 7:00:52 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Erin Burke		
eburke@capemaycity.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Bill Karbon		
wkarbon@cbiz.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Curtis Powell		
curtis.powell@cbiz.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Kim Feeney		
kfeeney@cbiz.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/16/2025 7:00:51 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC DOCUMENTS AND SIGNATURES

[insert firm name] ("we" or "us") or ("Custodian") may be required to provide to you certain written notices or disclosures as part of the forms and agreements associated with doing business with us or Custodian (including affiliates of Custodian). We are independent of and not owned, affiliated with or supervised by the Custodian. If the form or agreement presented is our document, such as a disclosure brochure or investment advisory agreement, then this Consent is between you and us and are not reviewed or maintained by Custodian. If the form or agreement presented is a Custodian document, such as an account application agreement, then this Consent is between you and the Custodian. We are your agent who chooses which electronic documents to send you for review and electronic signature. This is the case whether those documents are our forms or Custodian forms. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you. Described below are the terms and conditions for providing to you such notices and disclosures electronically for your signature through DocuSign, Inc.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we and the Custodian will use, as set forth below. By checking the "I agree" button below, you will be giving your informed consent and agreement to use the electronic documents and signature system described below to electronically receive, review, and electronically sign paperless documents sent to you in electronic envelopes. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you from us or Custodian by contacting us. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery.

Withdrawing your consent

We and the Custodian will ask you for this Consent each time you are given an envelope of electronic documents. Once you give your Consent for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically, and you may be required to use paper documents and signatures. If you give your Consent for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic documents in that envelope.

Once you electronically sign a particular document, you cannot withdraw the Consent and Agreement for that document, but you can choose to not electronically sign any other documents included in the same envelope. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing process before clicking the "Confirm Signing" (or other similarly titled button) and closing your browser.

How to Update Your Email Address

Please contact us directly if you need to update your email address where we should send notices and disclosures electronically to you.

Minimum required hardware and software

Operating Systems:	Windows 7, Mac OS X, Mac iOS 11
Browsers (for SENDERs):	Internet Explorer 11
Browsers (for SIGNERS):	Internet Explorer 11, Google Chrome 65, Safari 11, Firefox Standard 59, Firefox Extended 52
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum 1024 x 768 recommended
Enabled Security Settings:	<ul style="list-style-type: none">Allow per session cookiesUsers accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Your use of the DocuSign system is subject to DocuSign's Terms of Use available at www.docusign.com/company/terms-of-use. We, the Custodian, and DocuSign are not affiliated with each other. Neither we nor the Custodian is responsible for the DocuSign system, and each disclaims any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

Security and Privacy Information

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that is turned on and up-to-date. You should also make sure that your computer has anti-virus software that is turned on and that your subscription is current.

Emails sending you links to envelopes with electronic documents for electronic signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of the envelopes are protected. For security and confidentiality, unencrypted emails will not include your name, full account number, or any other personal identifier. Be aware, however, that some email addresses may use part or all of your name. If you use a work email address, your employer or other employees may have access to your email. As with any form of communication, there is a risk of mis-delivery or interception.

DocuSign has agreed with us to safeguard the security and privacy of all confidential customer information. DocuSign's privacy policy applies to your use of the DocuSign system. In addition, our privacy policy applies to information we receive from you as part of the electronic signature process. Links or references to where you can view ours and Custodian's respective privacy policies may be contained in the email notifying you of the documents on which your electronic signature is requested or the documents themselves. You may also contact us to be directed to our and/or Custodian's privacy policy.

Acknowledging your access and consent to receive and sign documents electronically

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC DOCUMENTS AND SIGNATURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- I will not contest the validity or enforceability of any electronic document I receive or electronically sign because the document and my signature are in electronic form; and
- Until or unless I notify my Advisor as described above, I consent to sign exclusively through electronic means and to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me.
- Custodian has no obligation to review or have any knowledge of forms or agreements unrelated to the Custodian. Any forms, agreements or other documents received by Custodian that are not required for submission of a Custodian form or agreement, will not be reviewed by Custodian, and not deemed as notice to Custodian.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 65-01-2026

**RESOLUTION FOR APPOINTMENT OF ANCILLARY BENEFITS CONSULTANT
GALLAGHER IN A REQUIRED DISCLOSURE MANNER**

WHEREAS, there is a need for an ancillary benefits consultant as professional service for the City of Cape May; and

WHEREAS, on November 10, 2014, the City of Cape May signed an agreement with ancillary benefits consultant Gallagher; and

WHEREAS, the City has obtained an extraordinary services proposal in accord with N.J.S.A.40A:11-5(1)(m), and N.J.S.A. 40A:11-5(1)(ii) in a required disclosure manner consistent with N.J.S.A. 19:44A-20.5; and

WHEREAS, Gallagher has provided for a Business Entity Disclosure Contribution form as well as a Political Contribution Disclosure form, indicating no reportable donations have occurred in the past contract year; and

WHEREAS, Gallagher has provided for a proposal acceptable to the City; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May does hereby appoint *Gallagher*, as its ancillary Short Term Disability and Basic Term Life and Accidental Death and Dismemberment benefits consultant as a required disclosure award (N.J.S.A. 19:44A-020.5), in accordance with N.J.S.A. 40A:11-5(1)(ii) and N.J.S.A. 40A:11-5(1)(m)

BE IT FURTHER RESOLVED that the City Council is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (ii).

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

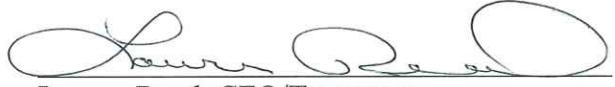
Resolution: 65-01-2026

Appointment for Ancillary Benefits Consultant: Gallagher

Amount: Per proposal

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the N/A Broker receives commission from Mutual of Omaha account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.


Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 66-01-2026

**RESOLUTION FOR APPOINTMENT OF HEALTH BENEFITS CONSULTANT
MARSH & MCLENNAN AGENCY IN A REQUIRED DISCLOSURE MANNER**

WHEREAS, there is a need for a health benefits consultant as a professional service for the City; and

WHEREAS, the City has obtained an extraordinary services proposal in accord with N.J.S.A.40A:11-5(1)(m), and N.J.S.A. 40A:11-5(1)(ii) in a required disclosure manner consistent with N.J.S.A. 19:44A-20.5; and

WHEREAS, Marsh & McLennan Agency has provided for a Business Entity Disclosure Contribution form as well as a Political Contribution Disclosure form, indicating no reportable donations have occurred in the past contract year; and

WHEREAS, Marsh & McLennan Agency has provided for a proposal acceptable to the City; and

WHEREAS, Marsh & McLennan Agency has agreed to provide the city with Consolidated Omnibus Budget Reconciliation Act (COBRA) administration at no additional cost to the city through their recommended vendor Flex Facts; and

WHEREAS, Marsh & McLennan Agency has agreed to provide the city with both healthcare flexible spending account and dependent care flexible spending account administration at no additional cost to the city through their recommended vendor Flex Facts; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May does hereby appoint **Marsh & McLennan Agency**, as its health benefits consultant as a required disclosure award (N.J.S.A. 19:44A-020.5), in accordance with N.J.S.A. 40A:11-5(1)(ii) and N.J.S.A. 40A:11-5(1)(m)

BE IT FURTHER RESOLVED that the City Council is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJS 40A:11-5 (1), (a), (ii).

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Benefits Coordinator

Resolution: 66-01-2026

Appointment of Health Benefits Consultant: Marsh & McClellan Agency

Amount: Per proposal

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the health insurance – various funds account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 67-01-2026

**RESOLUTION FOR AWARD OF CONTRACT FOR
EXTRAORDINARY UNSPECIFIABLE SERVICES – MUTUAL OF OMAHA**

WHEREAS, the City of Cape May provides employee benefit programs, including Basic Term Life and Accidental Death & Dismemberment insurance and Short-Term Disability coverage in order to support the health, welfare and financial security of its employees; and

WHEREAS, the City, engaged with its ancillary benefits broker Gallagher to review available carriers in July 2025 to determine the most cost-effective and comprehensive coverage options; and

WHEREAS, at the August 5, 2025, regular meeting, the Council of the City of Cape May approved a resolution awarding a contract to Mutual of Omaha; and

WHEREAS, The Mutual of Omaha contract provided for a two-year rate guarantee which is scheduled to end July 31, 2027; and

WHEREAS, the Mutual of Omaha contract provided for value-added benefits of a Mutual of Omaha Employee Assistance Program (EAP) at no additional cost providing full time employees with confidential counseling and support services; and

WHEREAS, the City previously incurred costs with a separate Employee Assistance Program vendor and with Mutual of Omaha providing an EAP at no additional cost the city will realize cost savings; and

WHEREAS, the City resolves to award a contract for life insurance and short-term disability insurance in accordance with N.J.S.A. 40A:11-5(1)(ii); and

WHEREAS, the City sought quotes for insurance coverage in a required disclosure manner in accord with N.J.S.A. 19:44A-20.5; and

WHEREAS, Mutual of Omaha, has provided for Short Term Disability at a rate of \$0.423 per \$10 of Covered benefit and Basic Life and AD&D Insurance at a rate of \$0.25 per \$1,000 volume; and

WHEREAS, the Short Term Disability rate shall be subject to the approval of future salaries by the governing body of the City of Cape May; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Cape May, that a extraordinary unspecifiable service award in accordance with N.J.S.A. 40A:11-5(1)(ii), is made to Mutual of Omaha for Basic Term Life Insurance and Short Term Disability Insurance, in a required disclosure manner (N.J.S.A. 19:44A-20.5) in the amount of \$3,936; and

BE IT FURTHER RESOLVED that notice of this action shall be advertised in the City's official newspapers in accordance with law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: HR
 Payroll
 Accounts Payable
 Manager

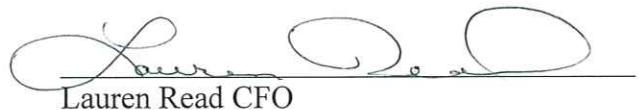
Resolution: 67-01-2026

Award of EUS for Insurance: Mutual of Omaha

Amount: \$34,729.00 annually for Short-term Disability; \$3,936.00 annually for Basic Life Insurance

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the account Health Insurance 6-01-23-220-275, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read CFO

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 68-01-2026

**RESOLUTION FOR APPOINTMENT OF FLEX FACTS AS THIRD-PARTY
ADMINISTRATOR FOR CONSOLIDATED OMNIBUS BUDGET RECONCILIATION
ACT (COBRA) AND FLEXIBLE SPENDING ACCOUNT BENEFIT ADMINISTRATION
INA REQUIRED DISCLOSURE MANNER**

WHEREAS, the governing body of the city of Cape May recognizes the need for professional, compliant administration of employee benefit programs including Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Section 125 Flexible Spending Account (FSA) plan; and

WHEREAS, the governing body desires to appoint a qualified third-party administrator to ensure compliance with federal and state regulations governing COBRA continuation coverage and FSA administration; and

WHEREAS. The appointment of a third-party administrator will improve efficiency and reduce compliance risk for the city; and

WHEREAS, Flex Facts is a provider of COBRA and FSA administration services and has been recommended by the city's health benefits consultant Marsh & McLennan Agency; and

WHEREAS, Marsh & McLennan Agency has agreed to provide the city with COBRA administration at no cost to the city through their recommended vendor Flex Facts; and

WHEREAS, Marsh & McLennan Agency has agreed to provide the city with both healthcare flexible spending account and dependent care flexible spending account administration at no cost to the city in 2026 through their recommended vendor Flex Facts; and

WHEREAS, the City has obtained an extraordinary services proposal in accord with N.J.S.A.40A:11-5(1)(m), and N.J.S.A. 40A:11-5(1)(ii) in a required disclosure manner consistent with N.J.S.A. 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May does hereby appoint Flex Facts, as its COBRA and FSA benefits administrator as a required disclosure award (N.J.S.A. 19:44A-020.5), in accordance with N.J.S.A. 40A:11-5(1)(ii) and N.J.S.A. 40A:11-5(1)(m)

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Benefits Coordinator

Resolution: 68-01-2026

Appointment of Administrator for COBRA & Flexible Spending Account: Flex Facts

Amount: Per proposal

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the N/A – No costs associated with service account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 69-01-2026

**RESOLUTION AUTHORIZING RENEWAL OF SHARED SERVICES AGREEMENT
FOR THE SERVICES OF A MUNICIPAL COURT ADMINISTRATOR
WITH THE BOROUGH OF WEST CAPE MAY**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities to enter into agreements for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, the City of Cape May and the Borough of West Cape May have an agreement to share a Municipal Court Administrator, in accordance with the provisions of N.J.S.A. 40A:65-1 et seq., as well as N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and economically sound municipal court system, while simultaneously allowing each jurisdiction to maintain its own municipal courtrooms and court offices and maintaining individual rights to appoint separate judges, prosecutors and public defenders; and

WHEREAS, the current agreement between the City of Cape May and the Borough of West Cape May to share a Municipal Court Administrator provides for an annual term which may be renewed on a year-to-year basis, with the last renewal extending no later than December 31, 2027. The current term expired on December 31, 2025, and each renewal shall be approved by Resolution of the governing bodies; and

WHEREAS, the City Council deems it in the best interest of the City of Cape May to renew the agreement to share a Municipal Court Administrator for an annual term extending from January 1, 2026 through December 31, 2026.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City of Cape May hereby approves the extension of the Shared Services Agreement for Municipal Court Administrator for an annual term extending from January 1, 2026, through December 31, 2026.

3. City Council hereby authorizes execution of any and all further documents pertaining to the renewal of the Shared Services Agreement, a copy of which is attached hereto as EXHIBIT A, which Agreement provides for the sharing by Cape May and West Cape May of a Municipal Court Administrator and provides for the Municipal Court Administrator to be an employee of the Borough of West Cape May.

4. The Mayor and City Clerk are hereby authorized and directed to execute the same and take any and all other actions necessary to effectuate the purposes thereof.

5. This Resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Resolution 69-01-2026

Renewal of Shared Service Agreement with West Cape May: Municipal Court Administrator

TREASURER'S CERTIFICATION

The undersigned, treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated in the Current fund To satisfy any and all obligations resulting from the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to 6-01-43-490-200 and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 70-01-2026

**RESOLUTION AUTHORIZING JERSEY CAPE DIAGNOSTIC,
TRAINING, AND OPPORTUNITY CENTER, INC.
TO SELL SEASONAL BEACH TAGS VIA ITS WEBSITE**

WHEREAS, the City of Cape May contracts with Jersey Cape Diagnostic, Training, and Opportunity Center, Inc. (hereafter "Jersey Cape Diagnostic") each year for the manufacture of its beach tags; and

WHEREAS, Jersey Cape Diagnostic has created a new training/work opportunity program that would enable them to sell the City's seasonal beach tags through their website; and

WHEREAS, the cost of seasonal beach tags through the website will be the same as those purchased directly through the City; and

WHEREAS, individuals purchasing beach tags through the website will pay to Jersey Cape Diagnostic the cost of the beach tag, plus a convenience fee per tag, and a shipping fee determined by Jersey Cape Diagnostic; and

WHEREAS, the City finds it would be beneficial to sell seasonal beach tags through Jersey Cape Diagnostic, Training, and Opportunity Center, Inc.'s website because of the increase to convenience and access to the general public to purchase seasonal tags; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Recital paragraphs are incorporated as if fully set forth.
2. City Council hereby authorizes Jersey Cape Diagnostic, Training, and Opportunity Center, Inc. to sell City of Cape May seasonal beach tags through its website www.jerseycapetags.com following the City's standard fee Schedule and pursuant to the agreement attached hereto as EXHIBIT A and incorporated herein by reference.
3. Jersey Cape Diagnostic, Training, and Opportunity Center, Inc. will remit payment for beach tags it sells on a weekly basis and will keep any third-party convenience and shipping fees collected for providing the aforementioned service.
4. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Jersey Cape Diagnostic, Training, and Opportunity Center, Inc.
CFO



JERSEY CAPE

152 Crest Haven Road
Cape May Court House, NJ 08210

(609) 465-4117

www.jerseycapetags.com

www.jerseycape.org

2026 Seasonal Beach Tags Online Orders Sales Contract

This is an agreement between Jersey Cape Diagnostic Training & Opportunity Center, Inc. and Cape May Municipality for the sale of 2026 Seasonal Beach Tags.

Jersey Cape Representative(s): _____

Municipality Representative(s): _____

Upon Signature, both parties agree to the following:

Article I

Amount to Start and Receipt of Extra Tags:

- 1.1 Upon completion of the Municipality's Seasonal tags, an amount of 3,000 tags will be left with Jersey Cape for online sale via Shopify.
- 1.2 Should Jersey Cape run low on tags for online sale, a Jersey Cape Representative shall contact the Municipality to deliver more tags to the Jersey Cape location in Cape May Court House, with the amount of tags and time of delivery agreed upon by a Representative of both parties. If the Representative for the Municipality is not able to deliver more tags, Jersey Cape will continue to sell tags online until the amount reaches zero, the tags are no longer being bought online, or the Municipality requires the remaining amount for pickup.
- 1.3 Should the Municipality require the tags for online sale to be given to the Municipality for physical sale, a Municipality Representative shall contact Jersey Cape to schedule a pickup of the online tags. The amount of tags and time for the pickup will be agreed upon by a Representative of both parties.

Article II

Cost of Sale and Municipality Payout:

- 2.1 Upon receipt of 2026 Seasonal tags, the Municipality will sell them for \$30 in the preseason sale, dated from December 1st, 2025 to April 30th 2026, and \$40 after the preseason sale dates have passed. These will be referred to throughout the rest of the contract as the Baseline tag price.
- 2.2 Shopify will add a standardized fee to every online purchase of 2.9% of the baseline tag price + \$0.30. Jersey Cape will match this to earn profits, which will make the total fees equal 5.8% of the baseline tag price + \$0.60. The amount per tag will be listed below.
 - 2.2.1 Preseason Tag Price: \$32.34.
 - 2.2.2 Tag Price: \$42.92.
- 2.3 While tags are being sold for the 2026 season, a Representative from Jersey Cape will calculate the amount of tags fulfilled in a given week, create a report documenting the tags, and provide this report to the Municipality, to be emailed out on the Friday of the next given week. Jersey Cape will pay for the baseline amount for each of the tags sold, back to the Municipality. An example for clarity is listed below.
 - 2.3.1 1. Running Report for the week of June 13th 2026-June 19st 2026.
 2. 10 Seasonal tags fulfilled within this week.
 3. Tags sold for \$42.92 a piece, totaling \$429.20.
 4. Baseline price for the tags is \$40 a piece, totaling \$400.
 5. Remaining profits: \$429.20 - \$400 = \$29.20.
 6. Jersey Cape will write a check or schedule an ACH payment of \$400.
 7. Report and payment of these tags will be sent out on June 26th 2026.
 8. Remaining profits to be kept by Jersey Cape for company profit and to pay Shopify bill.
- 2.4 Fees will be made known to the customer via the Tag's item description in the Shopify store. Shipping costs will be calculated automatically by Shopify. Shipping costs will not be included in the reports sent to the Municipality.

Article III

Auditing:

- 3.1 Tags left with Jersey Cape to be sold online, as well as any additional tags dropped off to Jersey Cape, shall have their amount and their tag numbers documented by a Jersey Cape Representative in a Master Form.
- 3.2 On receipt of tags for online sale, Jersey Cape will provide a form documenting the amount of tags, as well as the tag numbers being given. This will also provide the date of receipt, as well as require a signature from both a Jersey Cape Representative, as well as a Municipality Representative. Once documentation is completed via this form, the form will be scanned and sent to the Municipality Representatives, then filed in Jersey Cape's records.
- 3.3 Upon receipt of an online order, a Jersey Cape Representative will fulfill the order and document their initials on the order for Quality Assurance purposes. Furthermore, the order will also be doble checked, with the tag numbers documented, by a second Jersey Cape Representative, again for the sake of Quality Assurance.
- 3.4 The Municipality may request an audit at any point. Upon request, the Municipality will provide the dates they wish to be audited. Jersey Cape will provide the report for the audit within 14 business days. If Jersey Cape cannot provide this report within the allotted time, an explanation will be given to a Representative of the Municipality, as well as supervision from Jersey Cape, and supervision from the Municipality, should the Municipality Representative desire.
- 3.5 Upon completion of the 2026 season for sale of Tags, a Jersey Cape Representative will work with a Municipality Representative to do a final audit of ALL 2026 tags sold online for the Municipality, to ensure that all tags, sold or not, are accounted for. Should there be tags that are missing or unaccounted for, Jersey Cape will assume responsibility for loss and pay the Municipality the baseline price for the number of tags missing.

Article IV

Complaints and Error Handling:

- 4.1 Any and all complaints for online orders from customers will be handled directly by a Jersey Cape Representative via the orders@jerseycape.org email address and will be documented for Quality Assurance purposes.
- 4.2 Should Jersey Cape provably send a customer the wrong item from what they ordered, Jersey Cape will provide a replacement item to match the customer's original order, at no additional cost to the customer, only after Jersey Cape receives the incorrectly packed item back to the Cape May Court House location from the customer.
- 4.3 Should Jersey Cape provably send an incorrect quantity of an item to a customer, Jersey Cape will address the mistake based on what the discrepancy with the quantity is.
 - 4.3.1 If Jersey Cape provably sends out a quantity lesser than the quantity ordered, Jersey Cape will send out the remaining quantity with no additional cost to the customer.
 - 4.3.2 If Jersey Cape provably sends out a quantity greater than the quantity ordered, Jersey Cape will speak to the customer to ask for the extra tags to be sent back for credit in the Shopify Store. Should the customer refuse, the quantity of the excess tags will be updated in the online store, and the baseline tag price will be paid to the Municipality for the amount given away.
- 4.4 Should Jersey Cape provably send a broken or damaged item to a customer; Jersey Cape will provide a replacement item at no additional cost to the customer.
- 4.5 Once an order has been taken by USPS for delivery, Jersey Cape will not be responsible for items in transit, or items delivered incorrectly. Upon receipt of any complaints about USPS, customers will be informed to file a claim via USPS' online claims system. Jersey Cape will not be responsible for filing these claims for customers and will not be responsible for USPS' response to the customer.

The terms of this agreement shall extend until September 7th, 2026. If changes are needed to this contract between the date of signature and the date listed above, this will be communicated by the Representative of the party that wishes to make changes. Should both parties agree to creating and signing a revised contract, this contract will be considered null and void, and the Municipality's tags shall not be sold online until a new contract is agreed upon and signed by both parties.

By signing below, both parties agree to the terms within this contract of their own will.

Jersey Cape Diagnostic, Training, and Opportunity Center, Inc

Representative: _____

Signature: _____

Date: _____

Municipality: _____

Representative: _____

Signature: _____

Date: _____

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 71-01-2026

**RESOLUTION APPROVING PARKING LOT USE AGREEMENT
WITH CAPE ISLAND BAPTIST CHURCH**

WHEREAS, pursuant to Resolution No. 167-04-2025, the City of Cape May and the Cape Island Baptist Church previously executed a Use Agreement for the use of Cape Island's parking lot at 115 Gurney Street, Cape May, to provide parking for employees and events at the Cape May Convention Hall. The agreement expired on December 31, 2025 and does not provide for automatic renewal; and

WHEREAS, the City intends to enter a new Use Agreement with the Cape Island Baptist Church for the use of Cape Island's parking lot at 115 Gurney Street, Cape May, for the 2026 season; and

WHEREAS, both the City and the Church have agreed to terms set forth in the Use Agreement attached hereto as EXHIBIT A and incorporated herein by reference. The term of the Agreement will begin January 1, 2026 and extend until December 31, 2026, and with a fee of \$18,000 for 2026. As additional consideration, the lot will be made available for public parking through the City's Park Mobile program and with revenue to be divided between the parties (20% to the City / 80% to Cape Island). The agreement also provides for snow removal maintenance by the City during the term of the agreement; and

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

1. The averments of the preamble are incorporated by reference.

2. The Cape May City Council hereby approves the Use Agreement between the City of Cape May and Cape Island Baptist Church, attached hereto as EXHIBIT A and incorporated herein by reference. The Mayor, City Clerk, and all other appropriate City Officials are hereby authorized to take all steps necessary to execute the Agreement and give effect to this Resolution.

3. This resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Civic Affairs; CFO; City Manager; CIBC

Resolution: 71-01-2026

Amount: \$18,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-20-29-200-285 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

USE AGREEMENT

This agreement is dated _____, 2026 between the City of Cape May and the Cape Island Baptist Church for use of Cape Island's parking lot, located at 115 Gurney Street, Cape May, New Jersey 08204. The arrangements we have agreed to and the rights and obligations of the parties with the respect to the lot are as follows:

1. Use of Parking Lot. The City shall have use of Cape Island's parking lot for events located at Cape May City Convention Hall. The parking lot is located in the rear of the Church Property (115 Gurney St, Cape May, NJ 08204) and with vehicular access along Stockton Place (the Lot). If an event scheduled at Convention Hall conflicts with Cape Island's regular church services, Cape Island's use of the lot shall supersede and the City shall not have use of the lot during such times. Cape Island shall provide the City with a schedule of church services for the term of this Agreement. The City shall provide a schedule of events for Convention Hall to Cape Island for the term of this Agreement. Each party shall provide updated schedules as necessary.

2. Permitted Spaces. The City may use all the parking spaces located in the parking lot, except for seven (7) spaces located, and clearly marked "reserved," on the west side of the parking lot facing Gurney Street. One reserved spot on the southwest corner of the lot is reserved for the City truck and will remain. Six (6) additional spaces on the south side (and those spaces only) will be marked for City of Cape May use. Vehicles shall be properly identified as City employees. Specifically, only those City employees working at Convention Hall shall be authorized to use the lot for employee parking. Vehicles marked with non-specific permits and randomly parked shall be in violation of this agreement. The city and the vehicle operator shall be notified of any non-compliance regarding permitted spaces.

3. Permitted Days and Times. The City shall use the parking lot for events at Convention Hall (and for use by City employees working at Convention Hall) unless the event conflicts with Cape Island's regular church services. If a funeral, wedding, or other church function is to take place at Cape Island Baptist Church, Cape Island shall notify the City and update the schedule of church services provided to the City as soon as it knows the date and time. The City shall not use the lot during such church functions. During the term of this agreement, the City and Cape Island will continue to coordinate and update one another on planned events and anticipated use of the lot.

4. Term. The City's use of the parking lot shall begin on January 1, 2026 and end on December 31, 2026 (the Term). This agreement will not automatically renew or "roll over" at the conclusion of the Term. Cape Island Baptist Church and the City will not enter into a new agreement until both parties have met or spoken, reviewed, and agreed upon the specifics of a new agreement.

5. Fee.

(a) For the period beginning January 1, 2026 through December 31, 2026, the City shall pay Cape Island a fee of \$18,000.00, due in two installments: the first half upon execution of this

Agreement; and the second half, on July 1, 2026, in accordance with the City's regular procedures for the payments of bills.

(b) As additional consideration, during the Term of this agreement Cape Island consents and agrees to the City designating the Lot as public parking for use by the general public through the City's Park Mobile program. The City will be responsible for all necessary signage, collection, and enforcement of the same. The revenue generated by the Lot will be divided as follows: The City will retain 20% of all Park Mobile revenue generated from the Lot to cover administrative costs and Cape Island will receive the balance of 80%. The City will provide reports on a monthly basis of parking revenue from the Lot and pay the percentages set forth herein after the City receives payment for the same from Park Mobile. Notwithstanding the above, to the extent the City or the Church intends to utilize the Lot for its own purposes or events, parking passes will be utilized during these events so that permitted vehicles are known to parking enforcement personnel. Cape Island will provide the City with a sample "C.I.B.C. Parking Permit" which will hang from mirrors of church members' cars and allow church members to park in the church parking lot free of charge. The City reserves discretion and authority to determine the duration and cost for metered parking at the Lot.

6. Liability Insurance. The City shall provide adequate liability insurance and shall name Cape Island as additional insured. Coverage shall be on a \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate basis, with a \$2,000,000.00 umbrella policy. The insurance policy shall require written notice to Cape Island and at least thirty (30) days written notice to Cape Island in the event of any cancellation of coverage.

7. Indemnification. The City will, at its own cost and expense, indemnify and save harmless Cape Island against any claims by or on behalf of any person arising from the City's use of the parking lot, including, (i) failure to comply with the terms and conditions of this letter, (ii) failure to comply with federal, state or locals laws, (iii) by reason of any accident, death, injury, or damage, loss or theft of property on the parking lot during the City's use, unless caused by the negligence of Cape Island or its officers, employees or agents, and (iv) all costs, attorney fees, expenses and liabilities incurred because of any claim brought against the Cape Island..

8. Notice. If notices must be given to either party, they shall be as follows:

To Cape Island Baptist Church by mail and email:
Cape Island Baptist Church
115 Gurney Street
Cape May, New Jersey 08204

To City of Cape May:
Paul Dietrich, City Manager
The City of Cape May
643 Washington Street
Cape May, New Jersey 08204

Once executed, this agreement constitutes a binding agreement between the parties with respect to the parking lot and will be governed by the laws of the State of New Jersey.

9. Snow Removal. Should a snow event limit access to the parking lot during the term of the agreement, the City will be responsible for plowing and snow removal.

ACCEPTED AND AGREED TO BY:

CITY OF CAPE MAY

ATTEST:

By: _____
Zachary M. Mullock, Mayor

By: _____
Erin C. Burke, City Clerk

CAPE ISLAND BAPTIST CHURCH

ATTEST:

By: _____
Title: _____

By: _____

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 72-01-2026

**RESOLUTION AUTHORIZING CC#25-03 TO AUTOAGENT DATA SOLUTIONS
IN A FAIR AND OPEN MANNER FOR CREDIT CARD PROCESSING SERVICE**

WHEREAS, there is a need for a credit card processing services to accomplish the daily service requirements of various departments within the City of Cape May; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) allows the use of competitive contracts and approved by council resolution; and

WHEREAS, the City duly advertised for public receipt of competitive contracts providing the required 20 days prior to receipt for CC# 25-03 in a fair and open manner, consistent with N.J.S.A.19:44A-20.5 et. Seq., and

WHEREAS, the City of Cape May received competitive contracts for CC# 25-03 credit card processing services on October 1, 2025; and

WHEREAS, the rating committee has reviewed the submittals and rated according to the direction under competitive contracts as required within N.J.A.C. 5:34-4 et. Seq., and

WHEREAS, Autoagent Data Solutions, 433 Plaza Real, Suite 275, Boca Raton, Florida, 33487, has provided the response most advantageous to the City of Cape May under the demands of price and other factors found within statute; and

WHEREAS, the process was administered as required by law by the Qualified Purchasing Agent who has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, the term of contract is allowable for up to five (5) years as authorized under N.J.S.A.40A:11-4.1 et. Seq.,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May that:

1. The contract for CC# 25-03 credit card processing services is hereby awarded to Autoagent Data Solutions, 433 Plaza Real, Suite 275, Boca Raton, Florida, 33487 for a five (5) year contract.

2. The Mayor is hereby authorized and directed to execute a contract with Autoagent Data Solutions, 433 Plaza Real, Suite 275, Boca Raton, Florida, 33487, as provided for in resolution and payment proposal as found within CC#25-03.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Auto Agent
 QPA
 Accounts Payable

Resolution: 72-01-2026

Authorizing Use of Autopay for Electronic Payments to Cape May

Amount: N/A - Costs are passed on to payer

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the N/A – No cost to City account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 73-01-2026

RESOLUTION FOR TRANSFERS OF APPROPRIATIONS – 2025 BUDGET

BE IT RESOLVED by the City Council of the City of Cape May, pursuant to N.J.S.A. 40A:4-59, that the following listed amounts be transferred from the appropriations deemed to be in excess, to such appropriations as are deemed to be insufficient:

CURRENT FUND (01):

FROM:	5-01-25-240-200	Police - OE	\$ 7,200.00
	5-01-25-252-100	EMS - S&W	\$ 2,500.00
	5-01-28-370-100	Civic Affairs – S&W	\$ 6,000.00
	5-01-25-265-100	Fire – S&W	\$ 6,000.00
	5-01-20-155-200	Legal - OE	<u>\$ 21,000.00</u>
			<u>\$ 42,700.00</u>
TO:	5-01-20-131-200	EMS – OE	\$ 2,200.00
	5-01-20-100-200	General Admin – OE	\$ 12,000.00
	5-01-22-195-100	Permits – S&W	\$ 1,000.00
	5-01-26-290-200	Roads - OE	\$ 5,000.00
	5-01-26-310-260	Buildings & Grounds – OE	\$ 17,000.00
	5-01-25-241-100	Traffic – S&W	<u>\$ 5,500.00</u>
			<u>\$ 42,700.00</u>

TOURISM UTILITY FUND (20):

FROM:	5-20-29-100-100	Recreation – S&W	\$ 20,000.00
	5-20-23-210-200	Social Security – OE	<u>\$ 5,000.00</u>
			<u>\$ 25,000.00</u>
TO:	5-20-26-310-200	Buildings & Grounds – OE	<u>\$ 25,000.00</u>
			<u>\$ 25,000.00</u>

BEACH UTILITY FUND (30):

FROM:	5-30-28-385-100	Beach Tags – S&W	\$ 6,000.00
			<u>\$ 6,000.00</u>
TO:	5-30-26-310-200	Buildings & Grounds – OE	<u>\$ 6,000.00</u>
			<u>\$ 6,000.00</u>

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
Mullock						

cc: CFO

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 74-01-2026

RESOLUTION FOR THE PAYMENT OF BILLS

BE IT RESOLVED by the City Council of the City of Cape May, that the following bills, approved for payment by the City Manager, be paid and that the Chief Financial Officer/Treasurer of the City of Cape May, is hereby authorized to draw orders for the amounts of same, as shown on bill list updated on January 2, 2026 for the amount of: \$1,832,887.60

Current Fund Appropriations	\$320,097.79
Water/Sewer Utility Operating Fund	\$59,191.92
Tourism Utility Fund	\$10,960.92
General Capital Improvements	\$1,022,031.84
Water/Sewer Capital Improvements	\$23,525.50
Escrow Special Account	\$17,827.50
Trust Fund	\$6,172.50
Grant Fund	\$11,729.56
Beach Utility Fund Appropriations	\$11,350.07
Beach Utility Capital Improvements	<u>\$350,000.00</u>
	<u><u>\$ 1,832,887.60</u></u>

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Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
Mullock						

January 2, 2026
01:24 PM

City of Cape May
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00025	DEKON FASHAW	26-00007	01/01/26 2026	PETTY CASH	Open	500.00	0.00		
00026	CENTER FOR COMMUNITY ARTS, INC	25-02954	12/18/25	WCFA EMERGENCY ALERT SYSTEM	Open	500.00	0.00		
00092	VERIZON WIRELESS	25-02935	12/11/25	PD WIRELESS 242537288-00001	Open	1,013.86	0.00		
		25-02988	12/23/25	VERIZON WIRELESS CHARGES	Open	<u>2,694.37</u>	0.00		
						<u>3,708.23</u>			
00139	AMERICAN GAS LAMP WORKS	25-02914	12/08/25	QUOTE P25-184 STOCK ITEMS	Open	7,600.00	0.00		
00242	GANN LAW BOOKS	25-02949	12/18/25	Correction to Lawyer Diary Bil	Open	15.00	0.00		
		25-02950	12/18/25	2026 NJ Court Rules	Open	<u>225.00</u>	0.00		
						<u>240.00</u>			
00341	MGL FORMS-SYSTEMS, LLC	25-02177	09/11/25	Minutes;Ord;Reso binders	Open	3,832.00	0.00		
00358	VERIZON	25-02933	12/11/25	ACCT# 756-237-794-0001-86	Open	40.12	0.00		
		25-02985	12/23/25	ACCT # 250-747-564-0001-26	Open	127.06	0.00		
		25-02986	12/23/25	ACCT#358-077-238-0001-41	Open	5,216.43	0.00		
		25-02987	12/23/25	ACCT#658-078-487-0001-93	Open	<u>2,709.51</u>	0.00		
						<u>8,093.12</u>			
00371	TREASURER, STATE OF NJ	25-03045	12/31/25	DCA/UCC FEES 3RD QTR CM	Open	3,943.00	0.00		
		25-03046	12/31/25	DCA/UCC FEES 3RD QTR 2025 CMPT	Open	1,145.00	0.00		
		25-03047	12/31/25	DCA/UCC FEES 3RD QTR 2025 WCM	Open	1,703.00	0.00		
		25-03048	12/31/25	DCA/UCC FEES 4TH QTR 2025 CM	Open	7,847.00	0.00		
		25-03049	12/31/25	DCA/UCC 4TH QTR 2025 CMPT	Open	1,588.00	0.00		
		25-03050	12/31/25	DCA/UCC FEES 4TH QTR 2025 WCM	Open	<u>1,629.00</u>	0.00		
						<u>17,855.00</u>			
00393	PITNEY BOWES INC	25-03009	12/24/25	LEASE INVOICE	Open	3,402.36	0.00		
00419	RUTGERS, THE STATE UNIV OF NJ	25-02978	12/18/25	Property Tax Administration 2	Open	944.00	0.00		
00429	SEA GEAR MARINE SUPPLY INC	25-03010	12/24/25	ROCK REMOVAL OFF JETTY	Open	3,709.30	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
00519	CAPE MAY COUNTY HERALD	25-02943	12/18/25	PB/ZB LEGAL NOTICES NOV MTGS	Open	104.09	0.00			
00742	CORE & MAIN	25-02158	09/11/25	Meters and setters capital	Open	14,680.00	0.00			
00750	CAPRIONI PORTABLE TOILETS INC	25-03014	12/24/25	NOV 13 2025 LAFAYETTE HANDICAP	Open	155.00	0.00			
00878	FLYING FISH STUDIO	25-02938	12/18/25	NAVY TRAINING SHIRTS	Open	1,120.40	0.00			
01093	MARK I INDUSTRIES/TMU CO INC	25-02587	11/06/25	Swing nuts Cart filter housing	Open	400.00	0.00			
01384	COUNTY CLERK OF CMC	25-03004	12/24/25	2025 Primary Election Invoice	Open	1,049.13	0.00			
01536	DELL MARKETING L.P.	25-00945	05/08/25	HVAC AND HBACK LAPTOP	Open	888.00	0.00			
		25-02824	11/25/25	DESKTOP - FINANCE OFFICE	Open	1,234.80	0.00			
		25-02956	12/18/25	new computer for WP	Open	<u>1,475.52</u>	0.00			
						3,598.32				
01644	AMANJ	25-02602	11/06/25	AMANJ Luncheon	Open	40.00	0.00			
02041	BURTON, JAMES	25-02766	11/18/25	Employee Luncheon	Open	1,800.00	0.00	B		
02460	SEASHORE FOOD DISTRIBUTORS	25-02931	12/10/25	Roller skating concessions	Open	1,087.13	0.00	B		
02464	H.A.DEHART & SON	25-02388	10/06/25	ESTIMATE SWEEPER PART	Open	574.38	0.00			
03893	COMCAST	25-02936	12/11/25	ACCT# 8499 05 006 0028459	PD	Open	40.10	0.00		
		25-02989	12/23/25	ACCT 8499050070020686		Open	9.97	0.00		
		25-02992	12/23/25	COMCAST BUSINESS CHARGES		Open	<u>3,771.75</u>	0.00		
						3,821.82				
03985	RICOH USA, INC.	25-02937	12/11/25	COPIER SERVICES	11/27-12/26/25	Open	1,115.36	0.00		
04074	DEPARTMENT OF COMMUNITY AFFAIR	25-02939	12/18/25	Elevator Inspection	Open	258.00	0.00			
04087	MUNICIPAL EMERGENCY SERVICES	25-02298	09/26/25	RTF Ballistic PPE	Open	1,960.00	0.00			
04109	STICKLE, THERESA, L.	26-00006	01/01/26	PETTY CASH	Open	250.00	0.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04537	W.B. MASON COMPANY, INC.	25-02497	10/22/25	Office Supplies	Open	1,104.58	0.00		
		25-02574	10/30/25	OFFICE SUPPLIES	Open	938.95	0.00		
		25-02788	11/21/25	Justin Office Supplies	Open	<u>715.62</u>	0.00		
						2,759.15			
04635	CAPE REGIONAL URGENT CARE	25-02974	12/18/25	PHYSICALS PD - LEONHARDT/GUILD	Open	358.00	0.00		
04948	GENERAL RECREATION	25-00568	03/20/25	PROCURE RECREATIONAL BENCHES	Open	708,350.00	0.00	B	
05295	JAMES M. RUTALA ASSOC., LLC	25-03002	12/24/25	PLANNING & GRANT SERV NOV 2025	Open	2,550.00	0.00		
05404	ARTHUR J. OGREN, INC.	25-02375	10/06/25	POLICE BUILDING	Open	658,371.84	0.00	B	
05748	MCCARTHY TIRE COMPANY, INC.	25-03013	12/24/25	VEHICLE S/R	Open	965.84	0.00		
05756	ALLEGRA MARKETING PRINT MAIL	25-02908	12/08/25	ucc placards	Open	300.00	0.00		
05759	ATLANTIC TACTICAL	25-02806	11/24/25	Breaching Tools & Ladder, Mag	Open	4,456.77	0.00		
05767	COMCAST	25-02991	12/23/25	ACCT 903537395 CITY HALL	Open	494.66	0.00		
06210	AT&T MOBILITY	25-02934	12/11/25	COMMAND KIT-ACCT# 287349717841	Open	38.24	0.00		
06593	PETROSH'S	25-02757	11/18/25	linen rentals 12/12 & 12/13	Open	1,048.00	0.00		
06922	MOTT MACDONALD, LLC	25-02983	12/22/25	REC OF PENNSYLVANIA AVE INSPEC	Open	500.00	0.00		
07628	BRT TECHNOLOGIES,LLC	25-02976	12/18/25	Assessment Cards	Open	3,098.94	0.00		
07835	COMPUTER SQUARE, INC.	25-03011	12/24/25	Personnel Module for Infoshare	Open	693.00	0.00		
07906	BARBER CONSULTING SERVICES	25-02945	12/18/25	MIS OVERTIME SERVICES	Open	1,305.00	0.00		
08131	MUNIHUB	25-02979	12/19/25	W/S NOTE SALE ONLINE PLATFORM	Open	1,000.00	0.00		
08269	JC EHRLICH	25-03005	12/24/25	PEST CONTROL NOV 2025	Open	281.69	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08377	GLOBAL INTERACTIVE SOLUTIONS			25-02940 12/18/25 CMPD Det Division Zoom Account	Open	278.88	0.00		
08503	GENSERVE LLC			25-03008 12/24/25 BENTON AVE- SAMPLES	Open	1,560.00	0.00		
08504	DeBLASTO & ASSOCIATES			25-02837 11/26/25 RECON WENONAH/MADISON/SEWELL	Open	4,810.00	0.00	B	
08508	AXON ENTERPRISE, INC			25-02955 12/18/25 CAMERA BUNDLE 2026	Open	11,729.56	0.00		
08596	NATIONAL TIME SYSTEMS, INC.			25-03018 12/24/25 ACCESS TO HISTORICAL RECORDS	Open	350.00	0.00		
08811	CME ASSOCIATES, INC			24-01056 04/12/24 CME DESAL PLANT - EPA GRANT	Open	7,845.50	0.00	B	
08858	AMAZON CAPITAL SALES, INC.			25-02593 11/06/25 OEM EOC equip	Open	198.62	0.00		
				25-02919 12/08/25 2025 roller skating food supp	Open	999.71	0.00		
				25-02920 12/08/25 kitchen cleaning supplies	Open	66.37	0.00		
				25-02926 12/10/25 Laptops for Admin, warranty &	Open	1,754.53	0.00		
				25-02927 12/10/25 ACCESSORIES TACTICAL	Open	5.13	0.00		
						3,024.36			
08964	COMCAST BUSINESS			25-02990 12/23/25 CITY HALL 708741012	Open	2,256.69	0.00		
08995	KINGBARNES, LLC			25-02952 12/18/25 PB & ZB LEGAL WORK - VARIOUS	Open	8,475.00	0.00		
09438	BUSINESS INFORMATION SYSTEMS			25-02947 12/18/25 Service Contract	Open	1,097.25	0.00		
09485	NORTHEAST ELECTRICAL SERVICES			25-02382 10/06/25 KIWANIS PARK AERATOR NEW FEED	Open	3,201.16	0.00		
				25-02505 10/23/25 outdoor lights	Open	4,450.00	0.00		
						7,651.16			
09550	CARTAGENA, SAMMY			25-02948 12/18/25 August-Dec Translating	Open	375.00	0.00		
09615	HEALTH INSURANCE SOLUTIONS INC			26-00005 01/01/26 JAN 2026 RETIREE MED/RX	Open	33,389.44	0.00		
09718	J.P. Morgan - P Card			25-03044 12/30/25 P CARD PURCHASES DUE 1/14/26	Open	772.13	0.00		
09757	CRESTON HYDRAULICS INC			25-02672 11/10/25 PLOW ATTACHMENTS WINTER 2025	Open	2,268.00	0.00		

January 2, 2026
01:24 PM

City of Cape May
Bill List By Vendor Id

Page No: 5

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09759	PATRICK MCCARTHY	25-03019	12/24/25	REIMBURSEMENT AMANJ JUNE CONF	Open	224.08	0.00		
09769	AMERIHEALTH	26-00001	01/01/26	JAN 2026 HEALTH/RX	Open	224,048.34	0.00		
09770	DELTA DENTAL OF NJ, INC	26-00003	01/01/26	JAN 2026 DENTAL	Open	9,421.86	0.00		
09775	EB EMPLOYEE SOLUTIONS	25-02942	12/18/25	Dec HRA Diff Card Active+Retir	Open	13,516.07	0.00		
09786	DELTA DENTAL OF CONNECTICUT	26-00002	01/01/26	JAN 2026 VISION	Open	1,149.10	0.00		
09829	PRIMO BRANDS	25-02951	12/18/25	Water bill 12.10.25	Open	123.20	0.00		
09870	MUTUAL OF OMAHA	26-00004	01/01/26	JAN 2026 LIFE/DISABILITY	Open	3,535.66	0.00		
9558	AIRESPRING	25-02995	12/23/25	DECEMBER 2025 BILLING	Open	3,375.05	0.00		
9592	HURLESS PLANNING & ENGINEERING	25-02944	12/18/25	PB/ZB ENGINEERING WORK-VARIOUS	Open	12,892.50	0.00		
		25-02946	12/18/25	PB ENGINEERING WORK NOV. 2025	Open	3,577.50	0.00		
		26-00008	01/02/26	AFFORDABLE HOUSING EXPENSES	Open	<u>6,172.50</u>	0.00		
						22,642.50			

Total Purchase Orders: 91 Total P.O. Line Items: 0 Total List Amount: 1,832,887.60 Total Void Amount: 0.00

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	101,825.32	0.00	101,825.32	0.00	0.00	101,825.32
WATER UTILITY OPE	5-09	5,129.99	0.00	5,129.99	0.00	0.00	5,129.99
TOURISM UTILITY F	5-20	10,960.92	0.00	10,960.92	0.00	0.00	10,960.92
BEACH UTILITY FUN	5-30	11,350.07	0.00	11,350.07	0.00	0.00	11,350.07
Year Total:		129,266.30	0.00	129,266.30	0.00	0.00	129,266.30
CURRENT FUND	6-01	218,272.47	0.00	218,272.47	0.00	0.00	218,272.47
WATER UTILITY OPE	6-09	54,061.93	0.00	54,061.93	0.00	0.00	54,061.93
Year Total:		272,334.40	0.00	272,334.40	0.00	0.00	272,334.40
BEACH UTILITY CAP	B-08	350,000.00	0.00	350,000.00	0.00	0.00	350,000.00
GENERAL CAPITAL	C-04	1,022,031.84	0.00	1,022,031.84	0.00	0.00	1,022,031.84
BUILDER ESCROWS -	E-16	17,827.50	0.00	17,827.50	0.00	0.00	17,827.50
GRANT FUND	G-02	11,729.56	0.00	11,729.56	0.00	0.00	11,729.56
TRUST FUND	T-15	6,172.50	0.00	6,172.50	0.00	0.00	6,172.50
WATER UTILITY CAP	U-06	23,525.50	0.00	23,525.50	0.00	0.00	23,525.50
Total of All Funds:		1,832,887.60	0.00	1,832,887.60	0.00	0.00	1,832,887.60



PAUL E. DIETRICH
City Manager/City Engineer
ERIN C. BURKE
City Clerk

ZACK MULLOCK
Mayor
MAUREEN K. MCDADE
Deputy Mayor
LORRAINE M. BALDWIN
Councilmember
STEVE BODNAR
Councilmember
SHAINA P. MEIER
Councilmember

MAYORAL APPOINTMENTS 2026

(2026 changes bolded)

Historic Preservation Commission

Judy Decker	Class B	12/31/2028
Tom Carroll	Vice Chairperson-Class B	12/31/2029
John Boecker	Class A Member	12/31/2028
Joseph Stevenson	Class C Member	12/31/2027
James Testa	Class C Member	12/31/2026
Beatrice Gauvry-Pessagno	Class C Member	12/31/2027
Janice Wilson Stridick	Class C Member	12/31/2026
Kevin Hammeran	Alternate I	12/31/2026
William "Yogi" Kurtz	Alternate II	12/31/2027

Environmental Commission

Sarah Stevenson (Replacing Chris Hadjuk)	Regular Member	12/31/2028
Michael Jones (Chair)	Regular Member (Cross Member with Planning Board)	12/31/2028
Gretchen Whitman	Regular Member	12/31/2027
Kimberly Gronendahl	Regular Member	12/31/2027
Randell Nuschke	Regular Member	12/31/2026
Justine Magariel	Regular Member	12/31/2026
Barbara Meimbresse	Regular Member	12/31/2026
VACANT	Alternate I	12/31/2027
VACANT	Alternate II	12/31/2027

Library Advisory Committee

Anita Desatnick
Eileen Cassidy
George Catanese
Lorraine Jorgensen Walsh
Ellen Brodsky

City of Cape May
National Historic Landmark

City Hall • 643 Washington Street • Cape May, New Jersey 08204-2397 • (609) 884-9525 • Fax: (609) 884-8589
www.capemaycity.com

Shade Tree Commission

Carol York	Regular Member	12/31/2028
Carol Sick	Regular Member	12/31/2028
Jim Seeland	Regular Member	12/31/2030
George Ator	Regular Member	12/31/2029
George Werner	Regular Member	12/31/2026
Tracey Ronca-Goldstein	Regular Member	12/31/2026
Barbara Preminger	Regular Member	12/31/2026
VACANT	Alternate I	12/31/2029
VACANT	Alternate II	12/31/2027

Office of Emergency Management

Michael Eck –OEM Coordinator/Deputy Fire Chief

12/31/2026

Class II Planning Board Member**Justin Riggs, Deputy City Manager****12/31/2026**

Zachary Mullock, Mayor

January 6, 2026

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 75-01-2026

RESOLUTION ADOPTING THE WASHINGTON STREET MALL MANAGEMENT CO., INC., BUSINESS IMPROVEMENT DISTRICT 2026 ANNUAL BUDGET

WHEREAS, the Washington Street Mall Management Company, Inc., a New Jersey Nonprofit Corporation, is legally empowered to manage the administrative and business affairs as the District Management Corporation of the Washington Street Mall Business Improvement District; and

WHEREAS, as required by N.J.S.A. 40:56-84, the District Management Corporation submitted a detailed annual budget for the adoption by resolution of the governing body in the amount of \$305,166.50; and

WHEREAS, the public hearing was held on January 6, 2026 after proper notice was given by public advertising and posting in public places regarding the time, place and the date of public hearing on the Washington Street Mall Business Improvement District 2026 Budget.

NOW THEREFORE BE IT RESOLVED, that the attached statement of revenues and appropriations shall constitute the Washington Street Mall Business Improvement District 2026 Budget.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2025.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: WSMMC

Washington Street Mall Management Company			
Proposed Budget 2026			
REVENUE			
Assessments (2026)			
Brick Income			\$ 221,490.52
Surplus to be used in 2026			\$ 11,000.00
	100%	\$ 305,166.50	
Administrative & Professional	5.24%	\$ 16,000.00	
PO Box, Stationary, Bank Fees, Stamps			
Insurance, Bookkeeper, Audit & Legal Fee			
Memberships	0.33%	\$ 1,000.00	
MAC, CM Chamber			
Mall Enhancement Projects	32.77%	\$ 100,000.00	
Tree Trimming, Lighting on Trees,			
Drip Irrigation, Bistro lights, Security cam			
Décor & Maintenance	19.66%	\$ 60,000.00	
Spring, Summer, Fall, & Holiday Décor in			
planter boxes and baskets on Carpenters			
Lane, Washinton St, Lyle Lane, & Liberty			
Events	5%	\$ 16,000.00	
Management, Production, Installation,			
Expenses			
Memorial Brick Program			
Advertising	2.62%	\$ 8,000.00	
MAC, Vacation Time, Herald,			
County Travel Guide			
Events	4%	\$ 13,000.00	
Easter Stroll, Tunes on Tuesdays, Trick or			
Small Business Saturday, Hospitality Nigh			
Website & Social Media	2.62%	\$ 8,000.00	
Domain & Hosting, Instagram, Facebook			
Provision for Uncollected Assessments	0.66%	\$ 2,000.00	
Miscellaneous	0.33%	\$ 1,000.00	
Future Capital	26.27%	\$ 80,166.50	
To fund improvements to the Mall			
	100%	\$ 305,166.50	

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 76-01-2026

RESOLUTION ESTABLISHING A TASK FORCE TO EXPLORE CELEBRAOTRY OPPORTUNITIES AND ASSIST WITH PUBLIC OUTREACH FOR VARIOUS ANNIVERSARIES OCCURRING IN 2026

WHEREAS, 2026 marks the Nation's 250th anniversary; the City of Cape May's 175th incorporation anniversary; and the 50th anniversary of the City receiving its National Historic Landmark designation; and

WHEREAS, the Cape May City Council believes it to be in the City's best interest to establish an informal task force to explore various celebrations to be scheduled throughout the City in 2026, and assist in making the public aware of said celebrations,

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

1. The Recital paragraphs are incorporated as if fully set forth.
2. The City Council hereby creates and establishes the aforementioned informal task force, and appoints Councilmember Lorraine M. Baldwin and Councilmember Steve Bodnar as Council Liaisons.
3. Members of the Cape May community are encouraged to participate in the Task Force and attend meetings, which will be open to the public. Individuals interested in participating in the Task Force should email the City Clerk at cityclerk@capemaycity.com with their contact information.
4. The Task Force shall be advisory in function. It shall assist and advise the City Manager and City Council in the task of exploring celebratory options and opportunities for the various anniversaries occurring in 2026, and other such parameters given by the City.
5. The Task Force shall meet periodically, and will report to the City Council on a regular basis or at the Council's request.
6. Task Force members shall serve without compensation, but the members may request, and Council may allocate funds to defray legitimate expenses.
7. The Task Force shall exist and perform its designated advisory functions until dissolved by resolution of City Council.
8. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Members

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 77-01-2026

**RESOLUTION OF THE CITY OF CAPE MAY APPROVING AGREEMENT WITH THE
BOROUGH OF CAPE MAY POINT
FOR LAW ENFORCEMENT AND DISPATCHING SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Interlocal Services Act”), any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Cape May Point (the "Borough") desires to enter into an Interlocal Services Agreement (the "Agreement") with the City of Cape May ("the City") where the City shall provide law enforcement and dispatching services to the Borough pursuant to and as defined in the Agreement attached hereto as EXHIBIT A; and

NOW, THEREFORE, BE IT RESOLVED, BY, by the City of Cape May, County of Cape May, State of New Jersey, that:

1. The Agreement between the Borough and the City of Cape May in the form attached hereto as EXHIBIT A is hereby approved.
2. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.
3. This Resolution shall take effect immediately and the authorization herein is contingent upon the attached Agreement being authorized and executed by the Borough of Cape May Point.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Cc: City Manager
CMP, Borough Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this 23 day of December, 2025, by and between THE CITY OF CAPE MAY ("Cape May"), a municipality in the County of Cape May, State of New Jersey and THE BOROUGH OF CAPE MAY POINT ("Cape May Point"), a municipality in the County of Cape May, State of New Jersey.

WITNESSETH:

WHEREAS, the Borough of Cape May Point desires to renew the shared services agreement with Cape May for law enforcement and dispatching services under the Interlocal Services Act, *N.J.S.A. 40:8A-1 et seq.* (the "Interlocal Services Act");

WHEREAS, Cape May desires to continue to provide law enforcement and dispatching services to Cape May Point under the Interlocal Services Act;

WHEREAS, the parties have agreed that Cape May will provide law enforcement and dispatching services to Cape May Point in accordance with the terms and conditions of this Agreement;

WHEREAS, Cape May Point has approved this Agreement pursuant to Resolution 132-25 and Cape May has approved this Agreement pursuant to Resolution _____.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services

Cape May shall provide for Cape May Point those law enforcement and dispatching services which are more specifically set forth on Schedule A attached hereto and by this reference made a part hereof. This Agreement shall not include any law enforcement or other services that are not clearly contemplated by Schedule A. Specifically excluded from the law enforcement services provided hereunder are, without limitation, school crossing guard services. The law enforcement services enumerated in Schedule A are descriptive, not exhaustive, and nothing in Schedule A shall relieve Cape May of its obligation under this Agreement to provide Cape May Point with a level of law enforcement services that, in the discretion of the Chief of Police, Police Captain, and/or Police Lieutenant will assure a reasonable and sufficient degree of police protection to the citizens of Cape May Point at all times.

2. Term

The term of this Agreement shall commence as of January 1, 2026, and shall continue for a term of **five (5) years** until December 31, 2030 (the "Term"), unless terminated sooner pursuant to the terms and conditions of Section 9 below.

3. Consideration

(a) Service Fee. In consideration for providing the law enforcement and dispatching services set forth herein, Cape May Point shall pay to the City of Cape May the following annual amounts (the “Service Fee”). Beginning January 1, 2026, the annual Service Fee shall be **THREE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED AND EIGHTY-FIVE DOLLARS (\$331,285.00)**.

This annualized cost is based on factors including average salary, operating expenses, healthcare benefits, pension, capital, and related administrative costs incurred by the City in employing **2.0 full-time equivalent** (FTE) officers for the provision of services to Cape May Point. The parties acknowledge that this calculation represents a reasonable estimate of the cost of service and the relative impact on the City in providing law-enforcement services to the Borough.

The annual Service Fee shall be paid in four equal quarterly installments due on January 15, April 15, July 15, and October 15 of each year during the Term.

(b) Annual Cost Adjustment. Beginning January 1, 2027, the annual Service Fee shall be subject to an annual adjustment based on the annualized cost for full-time officers in the City of Cape May Police Department. This percentage adjustment shall be calculated by the City and shall reflect the average annual change in the factors identified in Section 3(a), applied to the **2.0 FTE allocation** for Cape May Point. **The City shall provide written notice of the reconciliation of the annualized cost adjustment on or before December 1 of each year**, together with the calculations used in determining the adjustment. The adjustment shall take effect on January 1 of the following year.

An example cost increase explanation sheet is attached hereto as EXHIBIT B. For the term of the agreement, salary, healthcare, and pension shall be adjusted to reflect actual year-over-year increases (items noted in Red). All other budget lines (noted in Green) shall be fixed at 3% increases for the term of the Agreement.

(c) County Dispatch Fee. The parties acknowledge that the City has entered into an agreement with the County of Cape May for county-wide dispatch services, and that the County is transitioning to a per-call billing model. The County Dispatch Fee refers to the amount billed by the City to Cape May Point for dispatch services provided by the County, calculated on a per-call basis using call data provided by the County. This fee shall be assessed as an additional charge and shall not be included in the FTE-based calculation described above.

Cape May Point shall be charged only for its own call volume for the service year, based on call data provided by the County. The City will provide Cape May Point with the call data received from the County and the applicable per-call charge. The City shall invoice Cape May Point at least annually and may issue quarterly invoices if quarterly call data is provided by the County. For example, if the City confirms County call data for Quarter 1 of 2026 at 188 calls for Cape May Point, the City may invoice that amount based on the applicable per-call rate, or alternatively, invoice the total amount at the conclusion of the year.

For the 2026 calendar year, the Total Annual Service Fee shall equal the Service Fee of \$331,285.00 plus the County Dispatch Fee calculated as described above.

If Cape May Point enters into a direct agreement with the County for dispatch services, the County Dispatch Fee under this Agreement shall terminate on the effective date of that agreement. Cape May Point shall provide the City with written notice at least sixty (60) days prior to the effective date. If such change occurs mid-year, the County Dispatch Fee shall be prorated accordingly. If the direct agreement between Cape May Point and the County expires or is terminated, and dispatch services revert to the City's agreement with the County, the County Dispatch Fee shall automatically resume without further amendment.

(d) Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event there is a change in the law necessitating additional law enforcement services which are clearly not contemplated by Schedule A and, as a result thereof, there is a substantial increase in Cape May's cost due to the purchasing of additional equipment, the hiring of additional personnel, the provision of additional patrols on a permanent or seasonal basis, and/or the addition of foot or bicycle patrols on a regular or seasonal basis, such additional cost will be documented to the Borough and the Borough will be responsible for a proportionate share of such additional cost as an increase to the Service Fee which may be up to one hundred (100%) percent in those cases where such additional law enforcement services are to be provided exclusively for the Borough. In the further event that the Borough requests additional law enforcement services which are not clearly contemplated by Schedule A, and which would also result in a substantial increase in Cape May's cost due to the purchasing of additional equipment, the hiring of additional personnel, the provision of additional patrols on a permanent or seasonal basis, and/or the addition of foot or bicycle patrols on a regular or seasonal basis, the parties may agree to adjust the services provided so long as the Borough pays the actual costs incurred by Cape May in providing the additional services.

(e) "Extra Duty" provisions. Both parties acknowledge from time to time there is a demand from private or non-profit entities for delivery of Police Services that the department is not obligated or expected to provide as part of its normal function. Such services may include, but are not be limited to directing of traffic at events, activities, road and other construction sites, providing crowd control at private functions or privately sponsored events, providing building, retail, or other security, or providing security and crowd control for special events or activities. The City has adopted an "Extra Duty" Ordinance to address these additional services pursuant to Cape May City Code Section 81-12 to avoid those services being subsidized by the taxpayers.

In connection with the execution of this Agreement, the Borough agrees to adopt an Extra Duty Ordinance mirroring the terms of the above City Code and which will be effective for the term of this Agreement. For the avoidance of any doubt, the Extra Duty ordinance is not intended to cover requests for service by the Borough. Instead, "Extra Duty" services are intended to cover private (and non-profit) events or activities that request or necessitate additional services by the Police Department outside of its normal function. (For example, if ABC business owner intends to put on an all-day event to market their products and requests or requires traffic control

or other departmental services to assure the safety of attendees for a specific event, then that is the type of service that may fall under an "Extra Duty" ordinance).

4. Street Map and Signs

Cape May Point shall provide to Cape May a current street map for the Borough, updated periodically as necessary, and shall further post and maintain all street signs in Cape May Point. A failure of Cape May Point to comply with the requirements of this Paragraph shall be subject to the notice and cure requirements of Section 10 below.

5. Indemnification

Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the law enforcement services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

6. Insurance

It is recognized and understood that Cape May and Cape May Point participate in the Joint Insurance Fund ("JIF"). Final approval of this Agreement by Cape May and Cape May Point is subject to each obtaining assurance of coverage by JIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event either Cape May Point or Cape May ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.

7. Applicable Law

Each party shall comply with all applicable laws pertaining to the provision of law enforcement and dispatching services including, without limitation, *N.J.A.C. 40A-14-118 et seq.* and the Interlocal Services Act.

8. Open Public Records Act Requests.

The Borough shall be responsible for processing and responding to any Open Public Records Act requests it receives relating to police records concerning the Borough that may be created, maintained, or provided pursuant to this Agreement. In other words, the Borough shall not simply deny a request for police records related to the Borough and refer the requester to the

City for processing. The City shall cooperate with the Borough in connection with the Borough's fulfillment of such requests.

The City and the Borough acknowledge that all other police records created, maintained, or received by the Cape May City Police Department during the term and performance of this Agreement shall be deemed to be in the possession of the City. The Borough shall remain responsible for the release of all other Borough records.

For the avoidance of doubt, this provision is not intended to limit or reduce any exemptions, defenses, or privileges available to either municipality under the Open Public Records Act, but is intended solely to clarify the division of responsibility between the two agencies.

9. Default and Opportunity to Cure; Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement after thirty (30) days prior written notice and an opportunity to cure, the non-defaulting party shall be entitled to all remedies available at law, in equity, or both. Notwithstanding the above, the cure periods shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period provided that the defaulting party is using reasonably diligent efforts to effectuate said cure. The non-defaulting party shall also be entitled to receive from the defaulting party all costs and expenses, including legal fees, as a result of such default. In the event Cape May is the non-defaulting party, such remedies shall include, without limitation the right to terminate this Agreement and recover from the Borough as liquidated damages and not as a penalty an amount equal to the Service Fee for the six (6) month period immediately succeeding the effective date of termination. The parties acknowledge that such amount represents a reasonable estimate of the damages that will be suffered by Cape May as a result of a default of this Agreement by Cape May Point. In the event Cape May Point is the non-defaulting party, such remedies shall include, without limitation the right to terminate this Agreement.

10. Chain of Command

The Cape May Police Department shall be under the exclusive authority and control of Cape May. Cape May Point shall not provide any direction or instruction to or discipline or reprimand any member of the Cape May Police Department. All complaints, instructions, requests or other lines of communication shall be through the Cape May Mayor and/or City Manager, or such other chief administrative officer as may be designated from time to time. Cape May Point shall further designate one of its Commissioners as its representative for all communications with Cape May regarding the provision of law enforcement services under this Agreement. Nothing contained in this Section shall prevent the designated Commissioner from Cape May Point from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems so long as the Cape May Mayor or City Manager is made aware of such contacts and the substance thereof.

11. Choice of Law

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto.

13. Severability

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

14. Waiver

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

16. Counsel Approval

The parties acknowledge that this Agreement has been approved in form, content and legality, by the respective solicitors for the Borough and Cape May.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:

CITY OF CAPE MAY

Erin C. Burke, City Clerk

By:

Zachary M. Mullock, Mayor

WITNESS:

Elaine L. Wallace
Elaine Wallace, Municipal Clerk

BOROUGH OF CAPE MAY POINT

By:

Anita van Heeswyk, Mayor

SCHEDULE A
SCOPE OF SERVICES
CAPE MAY POINT

- 1) Cape May will institute coverage zones, which will encompass both West Cape May and Cape May Point. The shift supervisor will overlap zones routinely to include West Cape May and Cape May Point. The coverage will be 24 hours per day, 7 days per week, and will be proportionate to the coverage in Cape May with consideration given to the geographic areas, populations, level of tourism and police related problems.
- 2) Any incident requiring more than one officer will be covered by the zone officer, and either the patrol supervisor, or an officer from another zone. The proper backup will always be provided.
- 3) In addition to routine patrol duties and response to calls for assistance, the City will provide all other patrol functions such as rescue assists, initial investigations of crimes and offenses, parking violation enforcement, motor vehicle accident investigations and reporting, as well as enforcement of Borough ordinances, which are of the type that would be enforced by the Cape May Police Department in Cape May City.
- 4) Criminal investigations and crime scene processing will be conducted by Cape May Police Department detectives.
- 5) All educational services offered by Cape May Police Department would be extended to Cape May Point students attending Cape May Elementary School.
- 6) Monthly reports are to be submitted by Cape May to the Cape May Point Commissioner of Public Safety. The Borough may request a quarterly meeting with the Police Chief, Police Captain, and/or the City Manager to review and discuss services. Cape May when legally permitted will communicate matters of significant importance and emergency directly to the Borough Mayor, or designated representative.
- 7) Upon request, Chief (or his or her designee) will attend Borough Meetings.
- 8) Request for special event coverage shall be submitted in writing to Cape May City Manager at least four (4) weeks in advance.
- 9) During peak summer months, Special Police Officers Special Law Enforcement Officers will be assigned to the Borough of Cape May Point in addition to regular car patrols. During the period from June 15 to the day after Labor Day, Cape May will provide increased coverage between the hours of 7:00 PM and 3:00 AM.
- 10) No police vehicles will be allowed on Cape May Point beaches unless responding to an emergency. Police officers should make observations from designated areas, and walk the beach if needed. Use of an ATV is permitted.
- 11) The Cape May Police Department will prepare and transmit announcements to Cape May Point resident and property owners through the telephone communication system commonly known as "Reverse 9-1-1" either jointly or individually as approved by Cape May Point.

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 78-01-2026

**RESOLUTION AUTHORIZING AN EXTENSION OF
THE SHARED SERVICES AGREEMENT
FOR THE CITY OF CAPE MAY TO PROVIDE MUNICIPAL COURT SERVICES
FOR THE BOROUGH OF CAPE MAY POINT**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities to enter into agreements for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities, by ordinance or resolution, to agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, the City of Cape May and the Borough of Cape May Point entered into a prior agreement dated March 1, 2024 for Municipal Court services with a term ending December 31, 2025 by City Council Resolution No. 148-04-2024; and

WHEREAS, both the City of Cape May and Borough of Cape May Point deem it in the best interests of preserving efficient and effective operations of their Municipal Courts to authorize an extension of the Shared Services Agreement; and

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.
2. The City of Cape May hereby approves the extension of the Shared Services Agreement for the City to provide Municipal Court services for the Borough of Cape May Point with an annual term extending no later than December 31, 2030 attached hereto as EXHIBIT A and incorporated herein by reference.
3. The Mayor and City Clerk are hereby authorized and directed to execute the same and take any and all other actions necessary to effectuate the purposes thereof.
4. This Resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Cc: Clerk, Borough of Cape May Point
 Manager
 Police Department

EXTENSION OF INTERLOCAL SHARED SERVICES AGREEMENT
FOR MUNICIPAL COURT

THIS EXTENSION OF INTERLOCAL SHARED SERVICES AGREEMENT is made on this 23 day of December, 2025, between THE CITY OF CAPE MAY ("Cape May"), a municipal corporation of the State of New Jersey, with principal offices at 643 Washington Street, Cape May, New Jersey 08204 and THE BOROUGH OF CAPE MAY POINT ("Cape May Point"), a municipal corporation of the State of New Jersey, with principal offices at 215 Lighthouse Avenue, P.O. Box 490, Cape May Point, New Jersey, 08212.

WITNESSETH:

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the "Interlocal Services Act") any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Cape May and Cape May Point entered an Interlocal Services Agreement dated March 1, 2024 in which Cape May is to provide all of the usual and ordinary services of a Municipal Court for Cape May Point and with a term ending December 31, 2025; and

WHEREAS, both parties intend to extend the Interlocal Services Agreement for an additional five (5) year term.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Extension of the Term.

Paragraph 5 of the March 1, 2024 Interlocal Services Agreement entered between Cape May and Cape May Point for Municipal Court is hereby amended to extend the term for five (5) additional years beginning January 1, 2026 and ending December 31, 2030.

2. Effect.

In the event of any conflict between this extension and the original Agreement, the terms of this extension shall govern and control. Except as expressly modified herein, all other terms and conditions of the March 1, 2024 Interlocal Services Agreement between the City of Cape May and the Borough of Cape May Point are hereby incorporated by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:

Erin C. Burke, City Clerk

CITY OF CAPE MAY

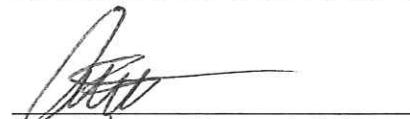
By: Zachary M. Mullock, Mayor

Dated:

ATTEST:


Elaine Wallace, Borough Clerk

BOROUGH OF CAPE MAY POINT


By: Anita van Heeswyk, Mayor

Dated:

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 79-01-2026

**RESOLUTION AUTHORIZING APPROVAL OF A REQUIRED DISCLOSURE
AWARD TO FLYING FISH STUDIO**

WHEREAS, the City of Cape May has a need for various screen-printing services for its daily operations as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, Flying Fish Studio, 130 Park Ave., Cape May, N.J., has in the aggregate exceeded the pay to play threshold of \$17,500.00 and expected to provide services in the aggregate not to exceed \$29,000.00; and

WHEREAS, Flying Fish Studio, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED \$29,000.00 are available.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Committee of the City of Cape May authorizes the Mayor to enter into a contract with Flying Fish Studio as a required disclosure professional services award, consistent with N.J.S.A. 19:44A-20.5 & N.J.S.A 40A:11-5, not to exceed \$29,000.00 for screen printing services

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

cc: Accounts Payable

Resolution: 79-01-2026

Authorizing Required Disclosure Award: Flying Fish Studio

Amount: Not-to-exceed 29,000.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the Various funds account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION NO. 80-01-2026

**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12**

WHEREAS, the City Council of the City of Cape May is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq., and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the City Council of the City to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- ____ (1) **Matters Required by Law to be Confidential:** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- ____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- ____ (3) **Matters Involving Individual Privacy:** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- ____ (4) **Matters Relating to Collective Bargaining Agreement:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- ____ (5) **Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law

X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer: **discussion on Law Enforcement and Dispatching Shared Services Agreements with the Borough of Cape May Point and the Borough of West Cape May**

____ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance or promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, assembled in public session on January 6, 2026 that an Executive Session closed to the public shall be held on this date beginning at approximately 4:00 P.M. in the City Hall Building of the City of Cape May, 643 Washington Street, Cape May for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the City Council that the public interest will no longer be served by such confidentiality.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on January 6, 2026.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE NO. 585-2026

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14) - CALENDAR
YEAR 2026**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Cape May in the County of Cape May finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a 1.5% increase in the budget for said year, amounting to \$265,725.62 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Cape May, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the City of Cape May shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 1.5%, amounting to \$620,026.44, and that the CY 2026 municipal budget for the City of Cape May be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 585-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE NO. 586-2026

**ORDINANCE AUTHORIZING CONVEYANCE OF DEEDS OF EASEMENT TO THE
COUNTY OF CAPE MAY TO ACCOMMODATE THE DELAWARE AVENUE
(COUNTY ROAD 640) REVETMENT PROJECT - BLOCK 1184, LOT 1 & 1.01; BLOCK
1195, LOT 1.01; BLOCK 1206, LOT 1.01; BLOCK 1217, LOT 1.01**

WHEREAS, the City of Cape May is the owner of property commonly known as Block 1184, Lot 1&1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; Block 1217, Lot 1.01 located in the City of Cape May, County of Cape May, State of New Jersey ("the property"); and

WHEREAS, the property abuts County Road 640 and commonly known as Delaware Avenue; and

WHEREAS, the County of Cape May (the County) is acting as the local sponsor of a federally funded United States Army Corp of Engineers (USACOE) slope stabilization revetment project that will provide needed protection along the northerly side slope of Delaware Avenue. The project consists of the amortization of the existing roadway side slope with a rock revetment which will protect the roadway and adjoining utilities from damaging storms and wave action. As part of the development of the project, the County and USACOE have coordinated with the City to address the protection of both the roadway and city owned utilities; and

WHEREAS, the County has identified the need to secure both temporary and permanent easements for the project for City property that fronts along Delaware Avenue. The temporary easements will remain in effect for only the duration of the construction activity and is intended primarily to afford the contractor the ability to access the proposed construction area in order to construct the revetment. A permanent easement will also be required to be secured from the City for this project. The permanent easement will allow for the constructed revetment improvement to remain in place on City property and will afford the County with the ability to maintain and repair the revetment in perpetuity. The City will retain ownership of the property upon which the revetment is situated, however the county will own and maintain the improvement and will take responsibility for the improvement; and

WHEREAS, the scope of the project and need for both temporary and permanent easements is set forth in a September 18, 2025 letter from the County Engineer Robert G. Church, P.E. to the City Manager attached hereto as EXHIBIT A; and

WHEREAS, the proposed temporary and permanent easements, totaling eight (8) in number and covering the above-referenced parcels, are attached hereto as EXHIBIT B; and

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., an Ordinance is required to authorize and approve the attached Deed of Easement; and

WHEREAS, the City Solicitor has reviewed the proposed agreements and Deeds of Easement and indicated approval as to form; and

WHEREAS, the City Council has reviewed the matter and determined that authorizing the Deeds of Easement is in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Cape May in the County of Cape May and State of New Jersey as follows:

SECTION 1. The City is hereby authorized to convey a Deed of Easement to the County of Cape May with respect to real property identified as Block 1184, Lots 1 and 1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; and Block 1217, Lot 1.01 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Deeds of Easement attached hereto as EXHIBIT B and incorporated herein by reference. Furthermore, in consideration of the mutual promises contained in the easements, the Mayor is hereby authorized to execute the “Easement Donation Concurrence” attached hereto as EXHIBIT A.

SECTION 2. Upon fulfillment and execution of all requirements for the enactment of this Ordinance, the Deeds of Easement shall be returned to the County of Cape May for recording in the Office of the Cape May County Clerk.

SECTION 3. The Mayor and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. If any article, section, subsection, paragraph, subdivision, or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder thereof, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall take effect twenty (20) days after final passage and publication according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 586-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

LEONARD DESIDERIO
Commissioner

ROBERT CHURCH, P.E.
County Engineer

CAPE MAY COUNTY
DEPARTMENT OF ENGINEERING
Office of the COUNTY ENGINEER



4 Moore Road DN 402
Cape May Court House, N.J. 08210-1601
(609) 465-1035 Fax: (609) 465-1418
Website: www.capecmaycountynj.gov
Cape May County is an Equal Opportunity Employer

September 18, 2025

City of Cape May
643 Washington Street
Cape May, NJ 08204
Attn: Paul Dietrich, PE, City Manager

**Re: Delaware Avenue (Cr 640) Slope Revetment project
City of Cape May
CMC project No. CR 640 CM R 2018.01
Permanent Easement donation request**

Mr. Dietrich:

Cape May County is acting as the local sponsor of a Federally funded United States Army Corp of Engineers (USACOE) slope stabilization revetment project that will provide needed protection along the northerly side slope of Delaware Avenue (Cr 640). The project consists of the amortization of the existing roadway side slope with a rock revetment which will protect the roadway and adjoining utilities from damaging storms and wave action. The construction duration is expected to take approximately 12 months to complete, and there will be a moratorium against working along Delaware Avenue from May 20th to September 30th of any given year so as not to interfere with your operations. A copy of the project's 95% progress plans is attached for your reference.

In order to construct and maintain the revetment wall, the County will act as the custodian and perform necessary repairs in perpetuity in order to ensure that the revetment does not fall into a state of disrepair. Although the design of the revetment was completed so as to keep a majority of the improvement within the public right of way, physical limitations and design features necessitate that a portion of the revetment extend upon City property, specifically portions of Lots 1 and 1.01 Block 1184, Lot 1.01 Block 1195, Lot 1.01 Block 1206 and Lot 1.01 Block 1217. Therefore, it will be necessary for the County to obtain a permanent easement on these Lots to allow for the initial construction activity and to allow the County to own the improvement and maintain it in the future. The City of Cape May will still retain ownership of the land area upon which the revetment is situated.

The County is legally obligated to make you aware that the City can either provide an easement "donation" to the County in which for the exchange of \$1.00, the City will provide a permanent easement. This will allow the project improvement to be constructed on City property and maintained in perpetuity by the County as described within the Permanent and Temporary easement agreements provided to you along with this letter.

Conversely, it is also within the City's right to seek financial reimbursement for the fair market value of the easement areas in question. The City is entitled to just compensation for the

impact that the permanent easement will have on the value of their property in accordance with the requirements of 49 CFR part 24. The City is entitled to request that a professional appraisal be performed in order to ascertain the financial impact that the easements will have on the value of City property. Upon completion of the appraisal and concurrence by the County, the City could potentially be entitled to financial reimbursement to offset any decrease in the value of impacted property as a result of the creation of the easement. The County would then condition the execution of the easements upon the payment of any funds to the City of Cape May based upon that evaluation.

Please note that if the City chooses to seek financial reimbursement for the value of the easements, the timeline to secure the easements will then track along a much longer timeframe than if the City simply provides an easement donation. Seeking reimbursement will require an appraisal and other administrative actions that could push the project start time beyond the programmed construction commencement of September 2026 and into September 2027 or longer.

If the City chooses to provide a Permanent Easement donation, there will be no need for an appraisal, and the easement acquisition can begin immediately with the execution of the Permanent Easement documents provided under separate cover. If the City is in agreement that they will donate the easement, please have an authorized representative sign below and return this signed letter and the executed Permanent and Temporary easement agreements to my attention and the County will finalize the agreement. Please note that the signatory must be authorized to sign on behalf of the City of Cape May. If the City does not wish to donate the easements, please notify me in writing and we will proceed with the appraisal process. Since the City is a government body, any signatures should have a resolution attached authorizing signatory to sign on behalf of the City in this matter.

EASEMENT DONATION CONCURRENCE

The City of Cape May hereby agrees to donate permanent easements as referenced in the Permanent Revetment Easement Agreement for Parcel Maps 2P, 3P, 4P and 5P and waives any financial reimbursement for the easement value.

Name and title

Date

Witnessed by

Should you have any questions or need any additional information, please contact me.

Very truly yours,



Robert G. Church, P.E.
County Engineer

RC/rgc
Encl.

EXHIBIT B

*Temporary and Permanent Easements for
Block 1184, Lots 1 and 1.01;
Block 1195, Lot 1.01;
Block 1206, Lot 1.01; and
Block 1217, Lot 1.01*

PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May
643 Washington Street
Cape May, 08204

Parcel: Block 1184, Lots 1 and 1.01, City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 2P**.

City of Cape May, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 2P** beginning at approximately Station 0+75 (USACOE Base Line Stationing) and extending eastward to approximately station 6+47.

Parcel 2P as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 2P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -2P drawing number SV-02. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL14 comprising an area of 25,306sf or 0.581 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 2P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lots 1/1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1/1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent

to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement.

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the

rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY (“Grantee”), its agents, employees, or contractors shall provide the OWNER (“Grantor”) with not less than sixty (60) days’ written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 2P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
:SS.
COUNTY OF CAPE MAY :

On the ___ day of _____, 20___ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my hand and official seal.

Notary Public of
the State of New Jersey

Temporary Construction Easement
to be conveyed
by
City of Cape May
to
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

Parcel 2T as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 2T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -2T drawing number SV-02.

LOT1/1.01, BLOCK 1184 as shown on the City of Cape May Tax Maps, Parcel 2T, beginning at about Station 0+00 (Revetment Base Line Stationing) heading to Brooklyn Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL4" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1/ 1.01 within the area bounded on the westerly side at the common division line of lots1/ 1.01 and Lot 2 and the Brooklyn Avenue westerly right of way to the east, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL5 comprising an area of 97,595sf or 2.24 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot1/ 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1184, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 2T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, TL4

and TL5 as shown on Individual Parcel Map 2T with the area of the proposed temporary easement shown as red line hatching.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :

:SS.

COUNTY OF CAPE MAY :

On the ____ day of _____, 20____ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my
hand and official seal.

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May
643 Washington Street
Cape May, 08204

Parcel: Block 1195, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 3P**.

City of Cape May, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 3P** beginning at approximately Station 7+10 (USACOE Base Line Stationing) and extending eastward to approximately station 13+10.

Parcel 3P as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 3P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -3P drawing number SV-03. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL15 comprising an area of 18,743sf or 0.43 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 3P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent

to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement.

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

- 1. Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the

rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY (“Grantee”), its agents, employees, or contractors shall provide the OWNER (“Grantor”) with not less than sixty (60) days’ written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 3P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this
Revetment Easement as set forth below to be effective as of the date executed by the COUNTY
OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
COUNTY OF CAPE MAY :

On the ___ day of _____, 20___ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my hand and official seal.

Notary Public of
the State of New Jersey

Temporary Construction Easement
to be conveyed
by
City of Cape May
to
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

Parcel 3T as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 3T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -3T drawing number SV-03.

LOT1.01, BLOCK 1195 as shown on the City of Cape May Tax Maps, Parcel 3T, beginning at about Station 7+10 (Revetment Base Line Stationing) heading to Wilmington Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL2" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Brooklyn Avenue easterly right of way line, to the east by the westerly right of way line of Wilmington Avenue, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 103,412sf or 2.37 acres more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1195, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 3T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and

TL4 as shown on Individual Parcel Map 3T with the area of the proposed temporary easement shown as red line hatching.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
:SS.

COUNTY OF CAPE MAY :

On the ____ day of _____, 20____ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my
hand and official seal.

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May
643 Washington Street
Cape May, 08204

Parcel: Block 1206, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 4P**.

City of Cape May, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 4P** beginning at approximately Station 13+65 (USACOE Base Line Stationing) and extending eastward to approximately station 19+70.

Parcel 4P as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 4P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -4P drawing number SV-04. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL11 comprising an area of 17,400sf or 0.40 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 4P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent

to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement.

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

- 1. Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the

rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY (“Grantee”), its agents, employees, or contractors shall provide the OWNER (“Grantor”) with not less than sixty (60) days’ written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 4P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
COUNTY OF CAPE MAY :SS.

On the ____ day of _____, 20____ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my hand and official seal.

Notary Public of
the State of New Jersey

Temporary Construction Easement
to be conveyed
by
City of Cape May
to
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

Parcel 4T as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 4T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -4T drawing number SV-04.

LOT 1.01, BLOCK 1206 as shown on the City of Cape May Tax Maps, Parcel 4T, beginning at about Station 13+65 (Revetment Base Line Stationing) heading to Chicago Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL3" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Wilmington Avenue easterly right of way line, to the east by the westerly right of way line of Chicago Avenue, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 104,901sf or 2.41 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1206, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 4T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and

TL4 as shown on Individual Parcel Map 4T with the area of the proposed temporary easement shown as red line hatching.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
:SS.
COUNTY OF CAPE MAY :

On the ____ day of _____, 20____ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my
hand and official seal.

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May
643 Washington Street
Cape May, 08204

Parcel: Block 1217, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 5P**.

City of Cape May, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 5P** beginning at approximately Station 20+30 (USACOE Base Line Stationing) and extending eastward to approximately station 20+80.

Parcel 5P as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/21/2025 marked "Exhibit 5P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -5P drawing number SV-05. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru P4 comprising an area of 1,367sf or 0.03 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 5P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within

the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement .

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the rights granted under this Permanent Revetment Easement. If any improvements are

damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY (“Grantee”), its agents, employees, or contractors shall provide the OWNER (“Grantor”) with not less than sixty (60) days’ written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 5P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
:SS.
COUNTY OF CAPE MAY :

On the ___ day of _____, 20___ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my
hand and official seal.

Notary Public of
the State of New Jersey

Temporary Construction Easement
to be conveyed
by
City of Cape May
to
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

Parcel 5T as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/21/2025 marked "Exhibit 5T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -5T drawing number SV-05.

LOT 1.01, BLOCK 1217 as shown on the City of Cape May Tax Maps, Parcel 5T, beginning at about Station 20+30 (Revetment Base Line Stationing) heading to the division line of lot 1.01 and lot 1.02, consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL2" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Chicago Avenue easterly right of way line, to the east by division line of lot 1.01 and lot 1.02, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 8,814sf or 0.20 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1217, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 5T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and

TL4 as shown on Individual Parcel Map 5T with the area of the proposed temporary easement shown as red line hatching.

IN WITNESS WHEREOF, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this _____ day of _____, 2025.

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
:SS.

COUNTY OF CAPE MAY :

On the ____ day of _____, 20____ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my
hand and official seal.

Notary Public of
the State of New Jersey

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE NO. 587-2026

**ORDINANCE AUTHORIZING UTILITY EASEMENT AGREEMENT WITH THE
ATLANTIC CITY ELECTRIC COMPANY TO ACCOMMODATE RELOCATION OF
ELECTRIC POLES, EQUIPMENT, AND OVERHEAD LINES IN THE AREA OF THE
NEW POLICE STATION AND LAFAYETTE STREET PARK - BLOCK 1061, LOTS 42
& 51**

WHEREAS, the City of Cape May is the owner of property commonly known as Block 1061, Lot 42 & 51 located in the City of Cape May, County of Cape May, State of New Jersey (“the property”); and

WHEREAS, the properties abut St. John and Lafayette Streets and is in the vicinity of the new police station facility and Lafayette Street Park; and

WHEREAS, in preparation for the construction of the new Police Station headquarters, the City will require reconfiguration of existing overhead primary wires and poles to provide adequate space for construction of the new building. The City Council authorized a work order to Atlantic City Electric Company (ACE) for this relocation pursuant to Resolution No. 319-11-2025; and

WHEREAS, ACE has proposed a Utility Easement Agreement to confirm the locations of the proposed poles, equipment, and lines associated with the relocation which is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., an Ordinance is required to authorize and approve the attached Deed of Easement; and

WHEREAS, the City Engineer and City Solicitor has reviewed the proposed agreement and indicated approval as to form; and

WHEREAS, the City Council has reviewed the matter and determined that authorizing the agreement referenced herein is in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Cape May in the County of Cape May and State of New Jersey as follows:

SECTION 1. The City is hereby authorized to convey a Utility Easement Agreement to Atlantic City Electric Company with respect to real property identified as Block 1061, Lots 42 & 51 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Utility Easement Agreement attached hereto as EXHIBIT A and incorporated herein by reference.

SECTION 2. Upon fulfillment and execution of all requirements for the enactment of this Ordinance, the Utility Easement Agreement shall be returned to Atlantic City Electric Company for recording in the Office of the Cape May County Clerk.

SECTION 3. The Mayor and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. If any article, section, subsection, paragraph, subdivision, or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder thereof, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall take effect twenty (20) days after final passage and publication according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 587-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

EXHIBIT A

*Utility Easement Agreement
Block 1061, Lots 42 & 51*

Block 1061 Lot: 42 & 51
City of: Cape May

Prepared By Tom Santacroce
& Return To: Atlantic City Electric Company
Real Estate Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2025, between City of Cape May, 643 Washington Street, Cape May, NJ 08204, "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "Grantee,"

WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 1061 and Lots 42 & 51, located in the City of Cape May, the County of Cape May, the State of New Jersey, which land abuts Lafayette Street and Broad Street.

For and in consideration of the payment by Grantee of the sum of one dollar (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee a perpetual easement and right of way and agrees as follows:

1. Grantee shall have the right to install poles, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend Grantee's systems and to provide services to Grantee's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Drawing No. WO#20239589.
2. The facilities installed pursuant to this agreement shall remain the property of Grantee and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Grantee's facilities.
4. Grantee shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Grantee.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantee's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

Name: Tom Santacroce
Title: Sr. Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

WITNESS:

GRANTOR:

City of Cape May

By: _____

Name: _____

Title: _____

STATE OR COMMONWEALTH OF

_____)
) SS
)

COUNTY OF

BE IT REMEMBERED, that on the _____ day of _____, 20____, personally came before me, a notary public, the within named Grantor, _____, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

Notary Public

Notary
Seal/Stamp Here

FOR ACE USE ONLY

Secured by: Tom Santacroce

Grantor: City of Cape May

Address: 701 Lafayette Street

Job Order Number: 20239589

County, State: Cape May, NJ

Pole Number: NA

Date of Easement:

City / Township: Cape May

Development:

Tax Parcels: Block 1061 Lots 42 & 51

CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE NO. 588-2026

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE OF THE CITY OF CAPE
MAY REGARDING ON-STREET PARKING PERMITS
TO CONFIRM A RESIDENCY REQUIREMENT**

WHEREAS, Section 7-56 of the City of Cape May Municipal Code establishes a permitting process for reserved on-street parking for persons that reside in the City; and

WHEREAS, pursuant to Ordinance No. 581-2025, City Council amended the code to clarify provisions for on-street parking permits; and

WHEREAS, the City Council recognizes that on-street parking is a finite and valuable resource in the City of Cape May and has deemed it in the City's best interest to make a further amendment to the regulations to confirm that these permits be reserved for residents of the City of Cape May.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Cape May in the County of Cape May and State of New Jersey as follows:

SECTION 1. Section 7-56 of the City of Cape May Code is amended as follows (strikethrough portions indicating deletions and underline portions indicating new language):

§ 7-56. Permit parking — On-street.¹ [Added 5-18-2010 by Ord. No. 204-2010]

§ 7-56.1. Qualifications and criteria.

- A. An on-street parking permit may be issued to the owner or occupant of any residential property that does not have an existing off-street parking space and cannot, under current zoning regulations, create at least one off-street parking space on the site. To obtain a permit, applicants shall be required to demonstrate that they are residents of the City of Cape May. No applicant shall be eligible for an on-street parking permit if the property is required to be licensed as a Short-Term Rental under Chapter 310, Article IV. For the avoidance of any doubt, a property may not simultaneously be licensed under Chapter 310 Article IV and hold an on-street parking permit under this section.
- B. A property shall not qualify for an on-street parking permit if it has an area of at least nine feet by eighteen feet (9' x 18') usable for a conforming off-street parking space in the side yard beyond the front façade of the building, or if the property has vehicle access to the rear.
- C. The space for which the permit is to be issued is in front of the person's home or, if there is no space in front of such home, the next appropriate closest space as determined by the City.
- D. No more than one on-street permit may be issued for any one building or tax lot regardless of the number of residential units contained in the building. This shall include multi-family development within one building, apartment buildings, and

apartments over detached garages (to the extent otherwise permitted under the zoning regulations).

- E. Any one homeowner or building or property cannot hold both an on-street parking permit and an on-street reserved handicapped parking permit simultaneously.
- F. For the avoidance of any doubt, this section is not intended to provide on-street parking permits for commercial properties.

§ 7-56.2. Application for permit.

A completed application for a permit must be filed in the Office of the City Clerk by the person to whom the permit shall be issued. The application shall include the following information:

- A. The name and address of the person who resides in the property for which the permit is to be issued;
- B. The name and address of the owner of the property;
- C. A copy of the applicant's driver's license A copy of the applicant's New Jersey driver's license with current City address listed or MVC letter reflecting address change must be included with the request, copy of vehicle insurance (current and unexpired), and copy of vehicle registration (must be registered in the State of New Jersey and reflect current City address);
- D. Certification of ownership and acknowledgement that the property is not utilized for Short-Term Rental. This certification shall be required upon any renewal.
- E. An accurate survey of the property; and
- F. The permit shall be valid from February 1 through January 31 and must be renewed annually.
- G. The permit shall be issued only on a calendar year basis and shall not create a right with respect to any property for which the permit is issued. Upon the transfer of any such property, the new owner shall be required to apply for a permit to be reviewed and, if acceptable, issued in accordance with the terms and conditions of this section. Upon transfer, the new owner shall initially be required to only pay the non-refundable application fee. The City also reserves the right, in its governmental discretion, to repeal this § 7-56, in which case all permits issued shall automatically terminate.

SECTION 2. Effect on Pending Applications and Renewals.

For the avoidance of doubt, any application that does not meet the residency requirements established in this amendment shall be deemed ineligible and automatically terminated, whether it was filed before or after the effective date of this amendment. If an application or permit is rendered ineligible due to this amendment, the application fee shall be refunded in full.

SECTION 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency.

SECTION 4. Should any section, paragraph, sentence, clause or phase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be

affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall become effective 20 days after final passage and publication, according to law.

ATTEST:

Erin C. Burke, City Clerk

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

BY:

Zachary M. Mullock, Mayor

NOTICE

Ordinance 588-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Meier						
McDade						
Bodnar						
Baldwin						
Mullock						

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

cc: DPW
CMPD