

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

**ORDINANCE NO. 574-2025**

**AN ORDINANCE AMENDING ZONING CODE TO CONFIRM THE  
INTENT AND PURPOSE OF POOL SETBACK REQUIREMENTS**

**WHEREAS**, the City of Cape May Zoning Code Section 525-62 regulates private and semiprivate recreational facilities, including swimming pools; and

**WHEREAS**, pursuant to Planning Board Resolution No. 07-22-2025:2, the City of Cape May Planning Board reviewed the City's current regulations concerning pools and recommended that the intent of the Code be confirmed and clarified to guide the Planning and Zoning Board for future applications and as to what circumstances may justify deviation of the setback requirements; and

**WHEREAS**, having considered the matter, the Cape May City Council has determined that it is in the best interest of the public health, safety, and general welfare to amend the code to implement the recommendations contained in Planning Board Resolution No. 07-22-2025:2 attached hereto as EXHIBIT A and incorporated herein by reference; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-26, prior to the final adoption of this development regulation, the City Council has reviewed the report and any recommendation of the Planning Board.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Cape May as follows:

**SECTION 1.** Section 525-62 of the City Code is hereby amended as follows (with ~~striketrough~~ portions indicating deleted language and **bold/underlined** portions indicating new language):

§ 525-62 Private and semiprivate recreational facilities.

For purposes of this section, "private" shall mean personal use or use by members only. "Semiprivate" shall mean use if accompanied by a member.

A. Swimming pools.

(1) All swimming pools, including any aprons, walkways, or patios connected with any swimming pool; (a) shall be at least 10 feet from any property line; (b) may not be within the required front yard setback area; and (c) shall be set back from the front property line by a distance greater than the actual front yard setback of the principal structure to which the swimming pool is accessory.

(2) All swimming pools, measured from the waters edge, shall be at least 10 feet from any principal structure; provided that this Subsection A(2) shall not apply to any

swimming pool which (a) is wholly above grade; (b) occupies an area less than 100 square feet; and (c) is covered by a rigid cover when not in use.

- (3) All swimming pools shall be enclosed by a fence as required by state law and shall comply with the requirements of the Historic Preservation Commission, as applicable, and the guidelines adopted pursuant to Article VIII of this chapter.
- (4) All swimming pools shall provide a four-foot-wide planted green space along the rear and side property lines within the rear yard, to increase infiltration, add additional buffering, improve aesthetics, and provide space for grading and the conveyance of stormwater. Plant selection shall conform to the following general design principles:
  - (a) All landscape plants shall be typical full specimens to provide an effective buffer for the location of the pool consistent with the requirements herein. The Environmental Commission and Shade Tree Commission may provide an informational list of recommended plantings.
  - (b) Local soil conditions and water availability shall be considered in the plant selection. All plants shall be tolerant of specific site conditions.
  - (c) Landscaping shall not inhibit access by emergency vehicles or inhibit visibility within required vehicular sight triangles.
  - (d) Irrigation systems are recommended for all new plantings. Draught-resistant plantings are also recommended.
  - (e) Deciduous shade trees shall have a minimum caliper of 2 1/2 inches. Ornamental trees shall be a minimum six feet in height. Evergreen trees shall be a minimum six feet in height. The spacing of all trees shall be a maximum of 12 feet on center so that a continuous buffer is provided. These shall be the minimum measurements at the time of planting.
  - (f) All trees shall be planted with proper subterranean preparation of the ground.
  - (g) A shed, garage, or similar existing accessory structure may serve as part of the "buffer" area contemplated herein for purposes of surrounding the pool, so long as it provides substantially similar protection and complies with all other applicable codes and regulations.

**(5) For the avoidance of any doubt, the bulk requirements set forth herein for swimming pools are established to advance the following public health, safety, and general welfare objectives:**

- (a) Ensure adequate access for emergency response personnel, including but not limited to firefighters and emergency medical services, by providing sufficient space for staging, movement, and operational**



clearance around the entirety of the pool structure and other nearby structures;

- (b) Enhance life safety by maintaining an unobstructed perimeter to facilitate prompt and effective emergency access from multiple directions;
- (c) Preserve adequate light, air, and open space on the lot and for adjacent properties, thereby reducing the potential for overcrowding and minimizing adverse impacts on neighboring uses; and
- (d) Promote orderly development consistent with sound planning and zoning principles, including the mitigation of hazards and detrimental impacts associated with proximity between pools, structures, and property boundaries.

**SECTION 2.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency. Should any portion of this Ordinance be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or repeal the remainder of this Ordinance.

**SECTION 3.** This ordinance shall take effect 20 days after 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 574-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on August 5, 2025 and will be further considered for final passage during a meeting of the City Council, to be held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on September 3, 2025 at 5:00 P.M. at which time a Public Hearing will be held.

\_\_\_\_\_  
Erin C. Burke, City Clerk

<b>Roll Call</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
<b>Meier</b>						
<b>McDade</b>						
<b>Bodnar</b>						
<b>Baldwin</b>						
<b>Mullock</b>						

Introduced:	August 5, 2025
1 <sup>st</sup> Publication:	August 13, 2025
2 <sup>nd</sup> Reading & Adoption:	September 3, 2025
Final Publication:	September 10, 2025
Effective Date:	September 30, 2025



## EXHIBIT A

Planning Board Resolution No. 07-22-2025:2 and  
May 9, 2025 Memorandum to the Planning Board prepared by Craig R. Hurless, PE, PP, CME

**RESOLUTION NO. 07-22-2025: 2**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW OF THE  
CITY OF CAPE MAY PLANNING BOARD**

**WHEREAS**, the City of Cape May Planning Board at its regular meeting on June 24, 2025 discussed and considered the Master Plan recommendations regarding pool regulations in the City of Cape May;

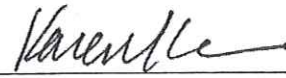
**WHEREAS**, the City of Cape May Planning Board is tasked pursuant to N.J.S.A 40:55D-26 and 62 to review any change to the zoning ordinance for consistency with the Master Plan, and report thereon, and also to make recommendations regarding zoning ordinances as requested by the Governing Body; and

**WHEREAS**, the City of Cape May Planning Board has been presented with and considered the report of the Board Planner Craig Hurless of Hurless Planning and Engineering dated May 9, 2025 ("Hurless Recommendation") regarding the regulation of pools;

**NOW THEREFORE, BE IT RESOLVED**, the City of Cape May Planning Board has determined to make the following recommendations:

1. The Board accepts and adopts the findings of its Board Planner Craig Hurless as set forth in his report dated May 9, 2025, and relays its contents to the Governing Body with the Board's favorable recommendation;
2. However, the Board also supplements said report and suggests Subsection A (2), requiring 10 feet between the pool and the principal structure, is in need of clarification. In the past, it has been discussed at the Zoning/Planning Boards and recalled by the Board Engineer, that the original intent of this provision was to address a concern by a Board Member that adequate distance must be maintained from the structure so as to allow a safe base for ladders to be used by firefighters. However, on several occasions more recently, Board members have expressed the belief that even where it seems firefighting concerns are mitigated in some way despite there being less than 10 feet of distance, there is still a substantial benefit to having a pathway of 10 feet for access around the pool for emergency access to the pool, and to have an area sufficient to safely navigate around the pool itself. Therefore, it would be helpful to have language that clarifies the purpose or purposes of this provision so that the Zoning and Planning Boards have clearer guidance regarding what circumstances might justify deviations from the requirement, and incorporate that information into any variance analysis the boards are called upon to make on a particular application.

I hereby certify the foregoing to be an original resolution adopted by the Planning Board of the City of Cape May at a meeting held on July 22, 2025.



Karen Keenan, Board Secretary

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Mr. Riggs	X					
Mr. Gorgone			X			
Mayor Mullock	X					
Deputy Mayor McDade	X				X	
Mrs. Reed	X					
Mr. Crowley	X					
Mr. Lundholm	X					
Mr. Padussis, Alt. 1	X					
Mr. Crippen, Alt. 2						
Mr. Jones	X					X
Mr. Bezaire	X					

cc:City Council via City Clerk  
Zoning Board of Adjustment



# HURLESS PLANNING & ENGINEERING, LLC

*Civil / Municipal Engineering  
Land Use Planning and Design  
Site Plan and Subdivision Design  
Water, Septic and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management*

*Craig R. Hurless, PE, PP, CME*

## MEMORANDUM

**TO:** Cape May City Planning Board

**DATE:** May 9, 2025

**FROM:** Hurless Planning & Engineering  
Craig R. Hurless, PE, PP, CME  
Planning Board Engineer & Planner

**RE:** **Cape May Master Plan  
Recommendations for Implementation – Swimming Pools  
HPE No. 1206.09**

**DESCRIPTION:** The Master Plan Reexamination was adopted on March 12, 2019 by the City of Cape May Planning Board pursuant to Resolution 03-12-2019:3. The Master Plan represents the City's vision for itself and a means for guiding land development policy and planning decisions. Once adopted by the Planning Board, the Master Plan serves as the basis for governing land use throughout the City on both a private and public level. Goals and objectives serve as the crux of the Master Plan, outlining a vision for a community and delineate actions that can achieve that vision.

It is my understanding that City Council would like an update to the Planning Board's discussion and findings regarding swimming pool recommendations found in the Master Plan reexamination. I believe that the following is a summary of past discussions and findings:

**RECEIVED**  
MAY -9 2025  
CITY OF CAPE MAY

**The following is the Master Plan Reexamination recommendation was considered by the Board:**

**3.10 Recommended Changes in the City's Master Plan, Development Regulations, and Zoning Map**

*Cape May's current master planning reexamination efforts represent the first comprehensive reexamination of land use changes in almost a decade. Sea level rise, resiliency planning, flood insurance and affordable housing changes, demographic and economic change further demonstrated the need to reform or amend the City's zoning code to facilitate appropriate and resilient development. This Master Plan Reexamination has resulted in the following recommendations:*

19. *Discuss and possibly address standards for pool regulations. Swimming pools are currently counted towards lot coverage. Citing Cape May's summer tourism and homeowner/tourists expectations, consideration of relaxing pool regulations has been mentioned with the possibility of evaluating lot coverage requirements and pools. Overdevelopment of lots and impacts from pools has been cited as concerns. No recommendation is made at this time. Further study and discussion should be made to develop any pool-related recommendations.*

**The current regulations for swimming pools found in §525-62 were reviewed and discussed:**

*§ 525-62 Private and semiprivate recreational facilities.*

*For purposes of this section, "private" shall mean personal use or use by members only. "Semiprivate" shall mean use if accompanied by a member.*

*A. Swimming pools.*

*(1) All swimming pools, including any aprons, walkways, or patios connected with any swimming pool; (a) shall be at least 10 feet from any property line; (b) may not be within the required front yard setback area; and (c) shall be set back from the front property line by a distance greater than the actual front yard setback of the principal structure to which the swimming pool is accessory.*

*(2) All swimming pools, measured from the waters edge, shall be at least 10 feet from any principal structure; provided that this Subsection A(2) shall not apply to any swimming pool which (a) is wholly above grade; (b) occupies an area less than 100 square feet; and (c) is covered by a rigid cover when not in use.*

*(3) All swimming pools shall be enclosed by a fence as required by state law and shall comply with the requirements of the Historic Preservation Commission, as applicable, and the guidelines adopted pursuant to Article VIII of this chapter.*

*(4) All swimming pools shall provide a four-foot-wide planted green space along the rear and side property lines within the rear yard, to increase infiltration, add additional buffering, improve aesthetics, and provide space for grading and the conveyance of stormwater. Plant selection shall conform to the following general design principles:  
[Added 8-15-2023 by Ord. No. 507-2023]*

*(a) All landscape plants shall be typical full specimens to provide an effective buffer for the location of the pool consistent with the requirements herein. The Environmental Commission and Shade Tree Commission may provide an informational list of recommended plantings.*

*(b) Local soil conditions and water availability shall be considered in the plant selection. All plants shall be tolerant of specific site conditions.*

*(c) Landscaping shall not inhibit access by emergency vehicles or inhibit visibility within required vehicular sight triangles.*

*(d) Irrigation systems are recommended for all new plantings. Draught-resistant plantings are also recommended.*

*(e) Deciduous shade trees shall have a minimum caliper of 2 1/2 inches. Ornamental trees shall be a minimum six feet in height. Evergreen trees shall be a minimum six feet in height. The spacing of all trees shall be a maximum of 12 feet on center so that a continuous buffer is provided. These shall be the minimum measurements at the time of planting.*

*(f) All trees shall be planted with proper subterranean preparation of the ground.*

*(g) A shed, garage, or similar existing accessory structure may serve as part of the "buffer" area contemplated herein for purposes of surrounding the pool, so long as it provides substantially similar protection and complies with all other applicable codes and regulations.*

**The Board found that the ordinance is appropriate and no changes are recommended to the pool code requirements at this time.**



**The Board also discussed concerns regarding the development of pools on corner lots. The following corner lot requirements found in the code were reviewed and discussed:**

*§ 525-59 Common development standards.*

*A. Corner lot restrictions. The building setback line for a corner lot shall be the same as required along the same street for the adjoining lot. When a lot line abuts a street, it shall be treated as a front yard in respect to setbacks. For determination of other yards, the lot line opposite the smaller of the two or more lot lines coexistent with the street lines shall be considered the rear yard, and all other lot lines shall be considered side yards.*

**The Board found that these restrictions are sufficient to address the concerns that were raised and that no additional pool requirements are necessary. Corner lots require that both yards facing the streets must be treated as front yards and therefore pools and patios connected may not be located within the setback or forward of the building face.**

**REVIEW COMMENTS:**

- 1) It is recommended that the Planning Board forward this summary of findings to the City Council so that they are aware of the Planning Board's review, discussion and findings with regard to swimming pools.

Should there be any questions regarding the contents of this report, please feel free to contact this office.

cc: Paul Dietrich, City Manager

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

ORDINANCE NO. 575 - 2025

AN ORDINANCE AMENDING CHAPTER 310 OF THE CODE OF THE CITY OF CAPE MAY, CONCERNING LICENSING AND PERMITS TO UPDATE FEES AND COSTS ASSOCIATED WITH SPECIAL EVENTS AND USE OF PUBLIC PROPERTY

WHEREAS, Section 310 of the City of Cape May Municipal Code provides for general licensing and permits for certain activities within the City of Cape May; and

WHEREAS, the City Council of the City of Cape May as determined that it is in the best interests of the public health, safety, and general welfare to update the fees and costs associated with Special Events Permits pursuant to Chapter 310, Article V and Use of Public Facilities Permits pursuant to Chapter 310, Article VI.

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 310-51 of the Code of the City of Cape May is hereby amended as follows (with ~~striketrough~~ portions indicating deleted language and **bold/underline** indicating new language):

§ 310-51 Fees.

- A. The applicant shall pay a non-refundable application processing fee with each application **as shown on Schedule A (Chapter 310 Fees for Special Events and Permits for Use of Public Property). Schedule A may be amended by further Resolution of City Council.** as follows:
  - (1) ~~For any nonprofit organization pursuant to both state and federal law with proof of tax-exempt status: \$25.~~
  - (2) ~~For all other applicants: \$50.~~
- B. In addition to the fees imposed in Subsection A above, any application submitted less than 45 days prior to the scheduled event shall be subject to an additional non-refundable \$50 “rush” review and administration fee payable at the time of application submittal.
- C. In all cases, and including “rush” review applications, the City shall be entitled to such time as reasonably necessary to review and issue a determination considering the timing, scope, and information provided for the application.
- D. In the event that the proposed activity or event requires expenditure of additional City resources, including but not limited to Police Department, Fire Department,

Department of Public Works, Recreation Department and/or Emergency Medical Services salaries, wages, or other expense, the applicant shall be responsible for all additional costs incurred **and as shown on Schedule A (and as may be amended by Resolution of City Council)**. For example, special events may require extra-duty police officers pursuant to § 81-12 of the City Code to monitor and provide traffic direction, or other City personnel, and in such cases the costs of the same will be estimated by the City and provided in advance. A deposit of 100% of the estimated costs shall be paid not less than five days before the event.

**SECTION 2.** Section 310-59 of the Code of the City of Cape May is hereby amended as follows (with ~~strikethrough~~ portions indicating deleted language and **bold/underline** indicating new language):

§ 310-59        Fees.

A.        The applicant shall pay a NON-REFUNDABLE application processing fee with each application **as shown on Schedule A (Chapter 310 Fees for Special Events and Permits for Use of Public Property)**. **Schedule A may be amended by further Resolution of City Council** as follows:

(1) ~~Twenty five dollars for any nonprofit organization pursuant to both state and federal law with proof of tax-exempt status;~~

(2) ~~One hundred dollars for all other applicants.~~

**B.        In the event that the proposed activity or event requires expenditure of additional City resources, including but not limited to Police Department, Fire Department, Department of Public Works, Recreation Department and/or Emergency Medical Services salaries, wages, or other expense, the applicant shall be responsible for all additional costs incurred and as shown on Schedule A and as amended by Resolution. For example, special events may require extra-duty police officers pursuant to § 81-12 of the City Code to monitor and provide traffic direction, or other City personnel, and in such cases the costs of the same will be estimated by the City and provided in advance. A deposit of 100% of the estimated costs shall be paid not less than five days before the event.**

**SECTION 3.** The “Schedule A” referenced above is set forth below and may be amended by further Resolution of City Council. Any amendment to “Schedule A” shall be made available on the City’s official website in a location easily accessible by the public:



<b>CAPE MAY CITY</b> <b>CHAPTER 310 FEES - SCHEDULE A</b> <b>ARTICLE V SPECIAL EVENTS and ARTICLE VI PERMITS FOR USE OF PUBLIC PROPERTY</b>
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<b>ARTICLE V - 310-51A FEES</b>
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	Private Entity	Nonprofit with legal Cape May Residence
Application Fee	\$50.00	\$25.00

<b>ARTICLE VI - 310-59A FEES</b>
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<b>RECREATION</b>		
Camp Cape May (Full Summer)	\$1,200.00	
Camp Cape May (Weekly)	\$250.00	
Wee Play (1 Day)	\$50.00	
Wee Play (2 Days)	\$90.00	
Wee Play (3 Days)	\$120.00	
Fitness Classes	\$10.00	\$60.00 Fitness Pass (10)
Pool - Adult Swim	\$2.00	
Pool - Family, Lap or Open	\$5.00	\$40 Pool Pass
Roller Skating - Admission and Skate Rental	\$5.00	Per Person, Per Skate Rental
Roller Skating - Blade Rental	\$7.00	Per Person, Per Blade Rental
Pickleball	\$5.00	Per Person, Per Session
Peloton Bike	\$10.00	per hour

	Private Entity	Nonprofit with legal Cape May Residence
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<b>CONVENTION HALL RENTAL</b>			
Convention Hall (Wedding)	\$11,000.00		Per Day (Up to 24 Hours)
Convention Hall Beach (Ceremony Only)	\$1,000.00		Up to 90 Minutes
Convention Hall (Non-Wedding)	\$3,000.00	\$1,500.00	Per Day (Up to 24 Hours)
Hall A	\$1,000.00	\$500.00	Per Day (Up to 24 Hours)
Hall B	\$2,000.00	\$1,000.00	Per Day (Up to 24 Hours)
Community Room	\$500.00	Complimentary	Per Day (Up to 24 Hours)

Catering Kitchen	Included	Included	*Catering Kitchen must be kept in same order as arrival and Outside Caterer will be permitted to sign waiver.
Deck Rental/incl. Atrium Area	\$2,000.00	\$1,000.00	Per Day (Up to 24 Hours)

<p style="text-align: center;"><b>CAPE MAY CITY</b></p> <p style="text-align: center;"><b>CHAPTER 310 FEES - SCHEDULE A</b></p> <p style="text-align: center;"><b>ARTICLE V SPECIAL EVENTS and ARTICLE VI PERMITS FOR USE OF PUBLIC PROPERTY</b></p>
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<b>COMMUNITY CENTER RENTAL</b>			
Community Center	\$150.00	\$75.00	Per Hour, Existing Set Up & Programs

<b>USE OF PUBLIC PROPERTY *</b>	<b>Residents / Non-Profit</b>	<b>Non-Residents</b>	
Kiwanis Park	\$100.00	\$200.00	Up to 4 Hours; \$50 Per Additional Hour
Rotary Park	\$500.00	\$750.00	Up to 4 Hours; \$50 Per Additional Hour
Lafayette St. Park			
Lafayette St. Park (Per Day)			
Harborview Park	\$100.00	\$150.00	Up to 4 Hours; \$50 Per Additional Hour
Soldiers and Sailors Park	\$100.00	\$200.00	Up to 4 Hours; \$50 Per Additional Hour
Sunset Pavilion/Cove Beach	\$250.00	\$500.00	Up to 4 Hours; \$50 Per Additional Hour
Beach Sporting Event	\$200.00	\$400.00	Per Day
Beach Concert (Under 100 Guests)	\$500.00	\$750.00	Per Day
Beach Concert (101 - 500 Guests)	\$750.00	\$1,000.00	Per Day
Beach Concert (500+ Guests)	\$1,000.00	\$1,500.00	Per Day
Race/Run/Walk/Bike	\$100.00	\$200.00	Per Day

\*Plus Personnel and Maintenance Fees (Public Safety, Trash, Lawn Maintenance, Overtime Rates, etc. if applicable) to be determined by City Manager or Department Heads

<b>FILMING *</b>	<b>Major Film</b>	<b>Basic/Educational/ Student Filming</b>
Application Fee	\$100.00	\$25.00
Daily Film rate on City Property/ Streets	\$150.00	\$0.00

\*Plus Personnel and Maintenance Fees (Public Safety, Trash, Lawn Maintenance, Overtime Rates, etc. if applicable) to be determined by City Manager or Department Heads

<p style="text-align: center;"><b>CAPE MAY CITY</b></p> <p style="text-align: center;"><b>CHAPTER 310 FEES - SCHEDULE A</b></p> <p style="text-align: center;"><b>ARTICLE V SPECIAL EVENTS and ARTICLE VI PERMITS FOR USE OF PUBLIC PROPERTY</b></p>
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<p style="text-align: center;"><b>EXPENDITURE OF ADDITIONAL CITY RESOURCES</b></p> <p style="text-align: center;"><b>ARTICLE V - 310-51D</b></p> <p style="text-align: center;"><b>ARTICLE VI - 310-59B</b></p>
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<b>PERSONNEL</b>		
Police Presence (Per Off-Duty Officer)	\$100.00	Per Officer, Per Hour
EMT/Ambulance	\$150.00	Per Ambulance, Per Hour; \$50 for each additional EMT
Fire Engine	\$150.00	Per Fire Engine, Per Hour
Firefighter	\$100.00	Per Firefighter, Per Hour
Public Works Supervisor	\$100.00	Per Supervisor, Per Hour (4 Hour Minimum)
Lifeguard	\$100.00	Per Lifeguard, Per Hour
Convention Hall Supervisor	\$100.00	Per Hour, Per Supervisor (4 Hour Minimum)
Sound & Lighting Technician	\$100.00	Per Hour, Per Technician (4 Hour Minimum)

\*Fees include Personnel during the hours of Monday - Friday 7 AM - 4 PM; Rates will be adjusted 1.5 times if requested outside of these hours.



Equipment/ Supplies		
Trash Can	\$2.00	Each
Recycling Bin	\$2.00	Each
Cones	\$1.00	Each
Crowd Control Fencing	\$5.00	Per Section
City Street Closure	\$150.00	Per Day
Banner (Set Up or Tear Down)	\$100.00	Per Two Staff, Per Hour
Barricade (Set Up or Remove)	\$50.00	Per Staff, Per Hour
Electric	\$25.00	Per Day, Per Connection
Lights (Fields and Parks)	\$50.00	Up to 4 Hours
Box Office	\$100.00	Per Day

IT (Wes - Barber Consulting)		
Technician	\$90.00	Per Hour

**SECTION 4.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency.

**SECTION 5.** 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 6.** This Ordinance shall become effective 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

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\_\_\_\_\_  
Erin C. Burke, City Clerk

<b>Roll Call</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
<b>Meier</b>						
<b>McDade</b>						
<b>Bodnar</b>						
<b>Baldwin</b>						
<b>Mullock</b>						

Introduced: August 5, 2025  
 1<sup>st</sup> Publication: August 13, 2025  
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 Final Publication: September 10, 2025  
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cc: Civic Affairs  
 CFO

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

**ORDINANCE NO. 573-2025**

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH MID-ATLANTIC  
CENTER FOR THE ARTS, INC. (MAC) FOR A PORTION OF THE WELCOME  
CENTER**

**WHEREAS**, N.J.S.A. 40A:12-14(c) provides that a municipality may by ordinance lease to a nonprofit corporation or association for a public purpose; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-15 (i), a leasehold for a term not in excess of 50 years may be made pursuant to this act and extended for an additional 25 years by ordinance or resolution thereafter for any county or municipal public purpose, including, but not limited to any activity for the promotion of the health, safety, morals and general welfare of the community of any nonprofit corporation or association.; and

**WHEREAS**, the City leases the property known as 609 Lafayette Street and formally known as Block 1060, Lot 4.01 and 4.02 from the New Jersey Transit Corporation. The leased property includes the lands and building commonly known as the Welcome Center. The City is expressly authorized to sublease excess space subject to certain terms and conditions of the lease; and

**WHEREAS**, pursuant to Resolution No. 99-03-2024, the City awarded an auction for excess space in the Welcome Center building not needed for public use. The excess space subject to the auction is described as approximately 320 Sq. Ft. (16' x 20') on the Northwest corner of the Welcome Center building and awarded to Revolution Rail (the Revolution Rail Sublease); and

**WHEREAS**, pursuant to Resolution No. 327-12-2024, the City authorized a one-year extension of the Revolution Rail Lease with a term ending December 31, 2025 and subject to the City's renewal of its lease with New Jersey Transit, which expires April 30, 2025; and

**WHEREAS**, on April 29, 2025, the remaining portions of the Welcome Center became vacant, which include the second floor and designated portions of the first floor; and

**WHEREAS**, Mid-Atlantic Center for the Arts, Inc. (now known and trading as "Cape May MAC Museums + Arts + Culture" and referred to herein as "MAC"), is a New Jersey Non-Profit, and has proposed to lease the vacant space for use in connection with its exempt purposes and to reinforce and interpret the Welcome Center's place in history within the City of Cape May; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-15(i), the City finds that the Tenant is a non-profit organization organized and existing under the laws of the State of New Jersey which proposes to use and manage the Property in a manner that promotes the health, safety, morals and general welfare of the community, and as such, the Tenant is within the class of organizations eligible to lease the Property in accordance with the applicable provisions of the Local Lands and Building Law; and



**WHEREAS**, the proposed Lease is attached hereto as EXHIBIT A. The Lease proposes an initial term ending December 31, 2027 and potential for further extensions by mutual agreement and resolution of City Council consistent with N.J.S.A. 40A:12-15 (i); and

**WHEREAS**, in accordance with N.J.S.A. 40A:12-14(c), the proposed Lease sets forth the consideration for the lease (\$1.00 with the mutual promises contained therein); the name of the lessee; the public purpose served by the lessee; that the public will be the beneficiary of this lease; that the premises is located within the City; and that the City Manager will enforce the terms therein on behalf 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 enter the Lease attached hereto as EXHIBIT A and incorporated herein by reference for the premises commonly known as the *Welcome Center Lease with MAC – Second Floor and Designated Portions of the First Floor*.

**SECTION 2.** Pursuant to N.J.S.A. 40A:12-14(c), MAC shall annually submit a report to the City Manager (i) setting forth the use to which the leasehold was put during each year, (ii) the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted, (iii) the approximate value or cost, if any, of such activities in furtherance of such purpose, and (iv) an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

**SECTION 3.** At the conclusion of the initial term, the City may authorize an extension of the Lease if approved by Resolution of City Council consistent with N.J.S.A. 40A:12-15 (i).

**SECTION 4.** The Mayor and City Clerk are hereby authorized to execute any and all instruments and to do all things necessary to effectuate the purposes hereof.

**SECTION 5.** If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court of competent jurisdiction, such Order or Judgment shall not effect or invalidate the remainder of any such article, section, subsection, paragraph or clause, and, to this end, the provisions of this Ordinance are hereby declared to be severable.

**SECTION 6.** This Ordinance shall become effective 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 573-2025 was introduced at a Regular meeting of the City Council of the City of Cape May, held on July 1, 2025 and was 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 August 5, 2025 at 1:00 P.M. at which time a Public Hearing was held.

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Erin C. Burke, City Clerk

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

Introduced: July 1, 2025  
1<sup>st</sup> Publication: July 16, 2025  
2<sup>nd</sup> Reading & Adoption: August 5, 2025  
Final Publication: August 13, 2025  
Effective Date: September 2, 2025

cc: Operations Manager  
Cape May MAC  
CFO

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Cape May, a municipal corporation of the State of New Jersey, with offices located at 643 Washington Street, Cape May, New Jersey 08204 ("Landlord") and Mid-Atlantic Center for the Arts, a New Jersey Non-Profit trading as "Cape May MAC" ("MAC"), 1048 Washington Street, Cape May, New Jersey 08204 ("Tenant").

### WITNESSETH:

WHEREAS, the City leases the property known as 609 Lafayette Street and formally known as Block 1060, Lot 4.01 and 4.02 from the New Jersey Transit Corporation. The leased property includes the lands and building commonly known as the Welcome Center. The City is expressly authorized to sublease excess space subject to certain terms and conditions of the lease; and

WHEREAS, pursuant to a sublease dated April 17, 2002, the City subleased the second floor of the Welcome Center to the Chamber of Commerce of Greater Cape May, a not-for-profit entity, along with designated areas on the first floor for the location, placement, and maintenance of an information desk or display (the Chamber Sublease); and

WHEREAS, pursuant to Resolution No. 99-03-2024, the City awarded an auction for excess space in the Welcome Center building not subject to the Chamber Lease and not needed for public use. The excess space subject to the auction is described as approximately 320 Sq. Ft. (16' x 20') on the NorthWest corner of the Welcome Center building and awarded to Revolution Rail (the Revolution Rail Sublease); and

WHEREAS, pursuant to Resolution No. 327-12-2024, the City authorized a one-year extension of the Revolution Rail Lease with a term ending December 31, 2025 and subject to the City's renewal of its lease with New Jersey Transit. u; and

WHEREAS, on October 25, 2024, the Chamber provided notice of its intent not to renew the sublease and with a term expiring April 29, 2025 leaving a vacancy for a portion of the Welcome Center; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14(c), the City is authorized to lease any real property not needed for public use for nominal consideration to a non-profit corporation or association to use same for public purposes; and

WHEREAS, Mid-Atlantic Center for the Arts, Inc. (now known and trading as "Cape May MAC Museums + Arts + Culture" and referred to herein as "MAC"), is a New Jersey Non-Profit, and has proposed to lease the vacant space for use in connection with its exempt purposes and to reinforce and interpret the Welcome Center's place in history within the City of Cape May; and



WHEREAS, pursuant to N.J.S.A. 40A:12-15(i), the City finds that the Tenant is a non-profit organization organized and existing under the laws of the State of New Jersey which proposes to use and manage the Property in a manner that promotes the health, safety, morals and general welfare of the community, and as such, the Tenant is within the class of organizations eligible to lease the Property in accordance with the applicable provisions of the Local Lands and Building Law; and

WHEREAS, Tenant desires to lease the Property and Landlord desires to let same to Tenant, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

### 1. LEASE OF PROPERTY.

The Leased Property includes the second floor of the Welcome Center building, along with designated areas on the first floor for the location, placement, and maintenance of an information desk or displays related to MAC's operations and purposes. The Leased Property *excludes* the area subject to the Revolution Rail sublease.

For the term of the Lease and any extension, MAC shall have use of four (4) parking spaces in the Welcome Center Parking Lot for use by its employees utilizing the Welcome Center. For the avoidance of any doubt, the four parking spaces shall be in the "stone" lot along Elmira and not the angled parking in the area utilized by Revolution Rail.

Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be paid, kept, observed and performed, has leased, rented, let and demised the Property, and by these presents does lease, rent, let and demise unto Tenant the Property, and Tenant does hereby take and hire the Property, upon and subject to the conditions and limitations hereinafter expressed.

### 2. TERM

The initial term (the "Term") of this Lease shall commence upon the adoption of this Lease by Ordinance of Landlord pursuant to N.J.S.A. 40A:12-14(c) ("Lease Commencement Date"), and shall continue until 12 o'clock midnight on December 31, 2027, unless sooner terminated as hereinafter provided. This Lease is subject to the City's renewal of its lease with New Jersey Transit which currently expires April 30, 2025. Thereafter, this Lease will not automatically renew but may be extended by further agreement of the parties and subject to adoption of a Resolution of City Council incorporating such term or terms deemed appropriate by the City of Cape May and consistent with the durations set forth in N.J.S.A. 40A:12-15(i) and the duration of the City's lease with New Jersey Transit.

### 3. RENT

In consideration of this Lease Agreement, commencing on the Lease Commencement Date and continuing on each anniversary date of this Lease Agreement thereafter, Tenant covenants and agrees to pay to The City, without demand, rent in the amount of One Dollar (\$1.00).

#### 4. USE OF PROPERTY

(a) Tenant represents that it intends to use the Property as an information and office space only. MAC may install a Kiosk and computer for the purpose of ticket sales at their own cost. Any Kiosk or computer equipment shall be removable at the conclusion of the term and not cause any damage to the premises. Tenant is hereby given the privilege of using the Premises for the purpose of conducting public information and office business in accordance with the terms and conditions set forth in this Lease, **including "Exhibit B (*Sublease Contract Clauses required under City's Lease with New Jersey Transit*)" attached hereto and incorporated herein by reference.** [Note: The Tenant also acknowledges and agrees that the City is in the process of confirming a successor Lease with New Jersey Transit and Tenant shall be required to assent to any alternative or additional terms required by any successor Lease between the City and New Jersey Transit]. The use and arrangement of the first-floor public-facing space will be coordinated with the City Manager's office to assure the first floor space continues to be utilized for purposes of display and distribution of public information and literature related to public events, activities, and services offered within the City of Cape May and by MAC, as well as MAC ticket sales. Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting the Premises whether the same are in force at the commencement of the term of this Lease or may be in the future passed, enacted or directed (the "Applicable Laws").

Tenant shall not use or permit the Premises to be used for sale of food and beverages including, without limitation, ice cream, water-ice, candy, soft drinks and snacks; or to sell and/or promote tobacco products, drug paraphernalia, lewd or offensive products. Additionally, Tenant shall not use or permit the Premises to be used for any unlawful, immoral or disreputable purposes, nor for any use or occupation which would be in conflict with provision of any laws, ordinances, regulations or other governmental requirements applicable to the use and occupancy of the Premises or which would invalidate any of the insurance coverage on said Premises. Notwithstanding the above, MAC is permitted to sell bottled water for guests arriving to the City and to install a Penny Machine on the first floor at a location to be approved by the City Manager.

(b) The Tenant must make the Property and land surrounding the various buildings available for use by the general public during reasonable hours. The Tenant must post in a prominent place on the Property the times and conditions under which the public can have access to the Property. The times and conditions must be mutually agreed upon by the City and Tenant.

(c) Tenant shall not use or permit or suffer the Premises, or any part thereof, to be used by anyone else or for any other business or purpose than that specifically defined and permitted



by this Article and further provided that Tenant shall not divert any portion of the Premises for any other use other than the use described above.

(d) Tenant shall not permit the Premises to be used in violation of any laws or any way which, in the reasonable judgment of Landlord, will injure the reputation of, be a nuisance, annoyance, or do damage to the other tenants of the Welcome Center Property or to any other business in the area, including without limitation, the sale of patently offensive material and merchandise and the use of audio devices, flashing lights, machinery and equipment creating noise or odors, or the committing of acts, which will disturb, impair or interfere with the use and enjoyment by the other tenants, occupants and visitors of the Welcome Center property.

(e) Tenant agrees not to use or allow the Premises to be used for any auction, fire, bankruptcy or "going out of business" sales therein unless ordered by a court of competent jurisdiction after reasonable notice to Landlord and an opportunity by Landlord to be heard.

(f) Commencing on the Lease Commencement Date and thereafter for the balance of the Term, Tenant may occupy and use the Property subject to this lease and will not use, permit or suffer the use of the Property except as specifically permitted herein.

(g) Tenant covenants and agrees that Tenant, at its own cost and expense:

(1) Will keep all exterior and interior surfaces of the Property clean and will maintain the Property, all corridors immediately adjoining the Property, all storage areas and all loading areas, in a clean, orderly and sanitary condition, free of trash, garbage, insects, rodents, vermin and other pests, or any other debris arising from or occasioned by Tenant's use and occupancy of the Property; For the avoidance of any doubt, the City will retain responsibility for care and maintenance of the public spaces on the first floor (including the public restrooms). MAC shall be responsible for care and maintenance of those areas not generally accessible to the public (2<sup>nd</sup> floor offices and area behind the counter on the first floor).

(2) Will not permit accumulations of any refuse, and will remove all trash and other dry refuse or cause all such trash and other dry refuse to be removed from the Property. All garbage, food or other wet refuse shall be kept in odor-proof, rat-proof containers, shielded from the view of the general public until removed, and Tenant will not burn any refuse whatsoever;

(3) Will not use or permit the use of any apparatus, or sound reproduction or transmission, or any musical instrument, in such manner that the sound so reproduced, transmitted or produced shall be audible beyond the confines of the Property, and will not use any advertising medium which may be heard or experienced outside of the Property, including without limitation flashing lights, or search lights;



(4) Will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Property;

(5) Will not cause or permit objectionable odors to emanate or be dispelled from the Property.

(h) Landlord reserves the right from time to time to adopt and promulgate reasonable rules and regulations applicable to the Property, including, without limitation, Tenant's hours and manner of operation, and to amend and supplement such rules and regulations. Notice of such rules and regulations and any amendment and supplement thereto shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations. Landlord's rights and remedies in the event Tenant shall fail to comply with and to observe such rules and regulations shall be the same as though such rules and regulations were set forth in this Lease, and a violation by Tenant shall constitute an event of default. Subject to Tenant's compliance with the other terms and provisions of this Lease, such rules and regulations shall not unreasonably restrict Tenant's daily hours of operation which are proposed as follows:

- January: Saturdays 10-3, also Sunday of MLK weekend 10-3
- February: Saturday and Sunday 10-3 and Monday of President's Day Weekend
- 10-3
- March: Friday, Saturday and Sunday 10-3
- April through October: Daily 10-4
- November: pre-Thanksgiving Friday, Saturday and Sunday 10-3. After Thanksgiving 10-4 Daily
- December: 10-4 Daily
- Times may be earlier/vary monthly, annually, depending upon Group Tour arrivals.

The above hours are proposed to be minimum operations for purposes of providing public information and services at the Welcome Center. Any reduction of the above hours proposed by MAC is subject to approval by the City Manager.

## 5. NEGATIVE COVENANTS OF TENANT

Tenant's business will be conducted in a first-class manner, and shall not, without limitation:

- (a) damage the Property, or any part of the Property;
- (b) bring into or permit to be kept in the Property any dangerous, explosive or obnoxious substances;
- (c) conduct itself or permit it or its agents, servants, employees or invitees to conduct themselves in a manner that in Landlord's reasonable judgment is improper or unsafe;
- (d) remove, attempt to remove or manifest any intention to remove Tenant's goods or property from the Property other than in the ordinary course of business, and except for necessary repairs or replacement thereof;
- (e) vacate or abandon the Property, or permit the Property to be empty or

unoccupied during normal business hours, weather permitting;

(f) do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies or Board of Underwriters whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Property shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the Lease Commencement Date. Tenant shall pay to Landlord as additional rent any and all increases in premium or insurance carried by Landlord on the Property caused in any way by the occupancy of Tenant, upon delivery to Tenant of notice of such increase and a statement by such insurance carrier or agent that such increase is in part or whole attributable to Tenant's use or occupancy;

(g) obstruct the streets, sidewalks, entrances, halls, passages, elevators, stairways or other common areas of the Property, or make use thereof for any other purpose than for ingress and egress;

(h) use the toilet rooms, water-closets and other water apparatus for any purposes other than those for which they were constructed;

(i) keep animals or birds on the Property;

(j) allow any sign, advertisement or notice to be fixed to the outside of the Property or be otherwise placed on the Property so as to be visible from its exterior, except as shall be specifically approved in writing by Landlord;

(k) make or suffer any improper noises or disturbances of any kind so as to disturb others;

(l) mark or defile any part of the Property;

(m) place anything on the outside of the Property, including roof setbacks, window ledges and other projections, or drop anything from the windows, stairways or parapets, or place trash or other matter on the Property, except in enclosed containers;

(n) cover or obstruct any window, skylight, door or transom that admits light;

(o) interfere with the heating or cooling apparatus;

(p) leave the Property without locking doors;

(q) use business machines and mechanical equipment which cause vibration or noise which may be transmitted to any space outside the Property. Vibrating machines and equipment shall be placed and maintained by Tenant, at its sole cost and expense, in settings of cork, rubber; or spring type vibration eliminators sufficient to absorb and prevent such vibration or noise;

(r) deface or injure the Property or any part thereof, or permit anything to be done which would tend to create a nuisance or unlawfully disturb the visitors, tenants and occupants of adjoining property and the general public, or create any safety hazard which would be dangerous to the Property or any visitors, tenants or occupants thereof, or which would cause or tend to cause any increase in premium for any insurance which Landlord may have in effect with respect to the Property;

(s) violate any rules or regulations of Landlord now or hereafter in effect; or

(t) violate any applicable laws, rules, regulations, or ordinances now or hereafter in effect.

## 6. MAINTENANCE AND REPAIRS

(a) Tenant acknowledges that it has examined the Property and agrees to accept the Property in its current "as is" condition, and enters into this Lease without any representation on



the part of the Landlord as to the Property's condition. Tenant shall be solely responsible for the maintenance of the Property and shall keep it in a state of good condition and repair, and at the expiration of the Term hereof, or termination of this Lease, shall deliver up the Property in good order and condition, wear and tear from reasonable use thereof excepted, and in broom clean condition. Tenant shall maintain the Property in a clean and sanitary condition; free from trash, flammable or hazardous material and other objectionable matter, and shall not encumber or obstruct the sidewalks, parking areas, yards, entrances, hallways or stairs or other common areas of which the Property is a part, or of any other portion thereof. Tenant shall make, at its sole cost and expense, all repairs necessary to maintain the Property and shall keep the Property and the fixtures therein in neat and orderly condition. If the Tenant refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after written notice from Landlord of the need therefor, Landlord may, without any obligation to do so, make such repairs at the expense of Tenant and such expense shall be collectible as additional rent. Any such repairs and any labor performed or materials furnished in, on or about the Property shall be performed and furnished by Tenant in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Property, the requirements of any board of underwriters having jurisdiction thereof, as well as any reasonable regulations imposed by Landlord pertaining thereto.

(b) Landlord shall not be liable by reason of any injury to, or interference with, Tenant's business arising from the making of any necessary repairs, alterations, additions or improvements in or to the Property or to any appurtenances or equipment therein.

(c) Notwithstanding the above, the City will perform the following maintenance items: (i) the City will arrange for network cables, electrical and outlet maintenance required for MAC's occupancy that can be accomplished by the City's Electrician; (ii) the City will arrange for a preoccupancy cleanup of the building, and ongoing cleanup of the leased area will be the responsibility of MAC; (iii) the City will perform routine cleaning of the Welcome Center bathrooms on at least a weekly basis and will require a storage area for cleaning supplies and shelf space; (iv) the City will maintain bathroom and front of building signage; (v) the City will maintain the basement and associated mechanical equipment including the humidifier, fan, and sump pump. MAC shall be responsible for timely notification to the City of any issues relating to the same; (vi) the City Police will conduct daily property checks; (vii) when the City installs security camera or related security equipment at the Lease premises, the parties will discuss a proportionate share of the monthly monitoring and other costs of the program in exchange for MAC receiving the benefit of these services; (viii) the City will maintain the exterior of the building.

## 8. ALTERATIONS AND IMPROVEMENTS

**No alterations, additions or improvements shall be made to the Property, and no climate regulating, air conditioning, cooling, heating or sprinkling systems, television or radio antennas, heavy equipment, apparatus or fixtures shall be installed in or attached to the Property without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.** Any such alterations, improvements or additions made by Tenant



shall be at Tenant's sole cost and expense and remain upon the Property at the expiration or sooner termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove the same, in which case, Tenant shall do so and restore the Property to the same good order and condition in which they were at the Lease Commencement Date.

The Premises to be delivered by Landlord shall include only the bare walls with all utilities running to the Premises. All other improvements necessary to complete the Premises for operation by Tenant including, without limitation, partition walls, all plumbing, mechanical, electrical and HVAC systems, trade fixtures, lighting, cabinetry, shelving, ceilings and all fit-out, including floor and wall coverings, signage, decorative lighting, demising partitions and walls, artifacts, furniture, fixtures and equipment (collectively, "Initial Leasehold Improvements") shall be constructed and/or installed after the effective date of this Lease and at Tenant's sole cost and expense. In connection therewith, Tenant shall submit to Landlord for its approval an interior layout and design for the Premises and the Initial Leasehold improvements to be constructed therein prepared by a duly licensed architect reasonably acceptable to Landlord (the "Interior Design Plans"). The Interior Design Plans shall specifically include, without limitation, all of the interior electrical, plumbing, HVAC, telephone and cable wiring systems ("Mechanical Work"), all of which shall be subject to the review and approval of Landlord's mechanical engineers with respect to compatibility with all of the mechanical systems within and servicing the entire Welcome Center Property. Tenant shall be responsible for construction of all Initial Leasehold Improvements and all costs and expenses of any kind and nature whatsoever incurred or otherwise expended by Landlord in connection with the Initial Leasehold Improvements including, without limitation, architectural, engineering and design costs, permit and inspection fees and construction management fees (the "Initial Leasehold Improvement Costs"). All of the Initial Leasehold Improvements shall be constructed by licensed contractors selected by and working for Tenant, but subject to the reasonable approval of Landlord.

All leasehold improvement including, without limitation, trade fixtures, signs and apparatus installed or constructed either before or after the Rent Commencement Date ("Leasehold Improvements") shall be constructed by Tenant at its sole cost and expense subject to the following terms and conditions:

(i) Tenant shall secure all permits and licenses necessary for the construction of any of its installations and the prosecution of its work, and Tenant shall comply with all applicable laws relating to the conduct of said work.

(ii) Construction of the Leasehold Improvements shall be completed by duly licensed contractors and subcontractors acceptable to Landlord in its sole and absolute discretion, and shall be done in a good and workmanlike manner and in compliance with all insurance requirements and with all applicable laws, now or hereafter in effect pertaining to the Welcome Center Property or the Premises, or Tenant's use thereof. Any installation to be made or work to be performed by Tenant on or for the Premises shall be first approved in writing by Landlord prior to commencement of any work by Tenant. Landlord's approval of any plans for Leasehold Improvements shall, however, create no responsibility or liability on the part of Landlord for

their completeness, design sufficiency or compliance with any laws.

(iii) Tenant shall also obtain on behalf of itself, or any of its contractors or subcontractors, all insurance protection required by Landlord in its sole and absolute discretion, with Landlord named as an additional insured. If required by Landlord in its sole and absolute discretion, such contractors or subcontractors shall also be required to post a performance bond satisfactory to Landlord.

(iv) All Leasehold Improvements owned by Tenant and installed in the Premises (except for any Leasehold Improvements that are affixed to the Premises as an integral part thereof such as, without limitation, partition walls, Mechanical Work, flooring, wall finishes, ceiling tiles, and light fixtures) shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease; and provided further that Tenant shall promptly repair any damage to the Premises caused by the removal of such fixtures. If Tenant is in default, Landlord shall have the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of the State of New Jersey, and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of such property until the lien has been removed and all defaults have been cured. Any of Tenant's property not removed by Tenant may be deemed by Landlord as abandoned by Tenant or Landlord may order Tenant to remove the items or have them removed at Tenant's expense.

(v) Construction Lien. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent by or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the specific performance of any labor or the furnishing of any materials or equipment for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against the Premises or the Welcome Center Property. If requested by Landlord, Tenant shall also provide a surety payment and performance bond on such forms as are reasonably required by Landlord for an amount equal to 110% of the estimated cost of all Initial Leasehold Improvements.

## 9. UTILITIES

The Premises to be delivered by Landlord shall include only the bare walls with all utilities running to the Premises. Landlord shall not be liable in damages or otherwise for temporary delay or failure in furnishing any utility services or facilities, whether provided through Landlord or Tenant. In no event shall such delay or failure, regardless of cause, constitute an eviction, disturbance of Tenant's use and possession of the Property, render Landlord liable to Tenant, authorize abatement of rent, relieve Tenant from performance of its obligations under this Lease, or result in a termination of this Lease. In addition, to the extent Tenant's use of the property causes or creates an unreasonable additional burden or increase in utilities or other services provided for the upkeep of the premises (such as routine cleaning of



bathrooms), then the parties will meet and discuss a reasonable proration of said additional expenses caused by the increase in use. For the initial term of the Lease, the City will cover the cost of basic utilities including water, sewer, and electricity. The parties will meet and discuss reasonable proration of the same in connection with any renewal term.

#### 10. COMPLIANCE WITH LAWS

Tenant shall promptly comply, at its expense, with all laws, ordinances, rules, regulations, requirements and directives of federal, state and municipal governments or public authorities and all departments thereof applicable to and affecting the Property, and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance carriers which have issued or are about to issue policies of insurance covering the Property and their contents, for the prevention of fire or other casualty, damage or injury, at Tenant's sole cost and expense.

#### 11. INSURANCE.

(A) The City will maintain and shall continue to maintain property, building, and casualty insurance coverage on the Property, in at least the same amount of coverage as exists on the Lease Commencement Date defined hereunder, as the requirements for such may be adjusted or modified from time to time; provided however, that the cost therefor shall be charged to Tenant and paid by Tenant as additional rent not later than thirty (30) days after its receipt of an invoice from the City:

- (i) Comprehensive general liability insurance, with limit coverage to afford protection in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate for injury or death to any one or more persons, or such greater amount in each case as the City shall reasonably request from time to time, protecting the City as an additional insured against any and all claims for personal injury, death or property damage occurring in or upon the Property or any part thereof; and
- (ii) Worker's compensation insurance as required by law. No such policy or policies shall have a deductible greater than TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).

(B) All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey, and reasonably acceptable to the City. All policies procured by Tenant shall be issued in the names and for the benefit of the Tenant, and with the City named as additional insured. Tenant shall procure, maintain, and place such insurance and pay all premiums and charges therefor and upon failure to do so as herein provided, the City may, but shall not be obligated to, procure, maintain and place such insurance and pay all premiums and charges thereof, and in such event Tenant



agrees to pay the amount therefor to the City on demand and such sum shall be in each instance collectible as additional rent within five (5) days of the City's demand therefor. Tenant shall provide to the City, upon request, copies of certificates of insurance evidencing the coverage required hereunder. Tenant shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days' prior written notice to the City, and that there will be no right of subrogation against the City. The originals of all such insurance policies shall have been delivered to the City not later than five (5) days prior to the Lease Commencement Date.

(C) Tenant covenants and agrees that it shall, without notice or demand, and at its own cost and expense, indemnify and save harmless the City against and from, and the City shall not be liable to Tenant for, any and all claims by or on behalf of any person arising in any manner whatsoever from, out of or in connection with:

- (i) the use and/or occupancy of the Property by Tenant, its agents, employees and invitees;
- (ii) any failure by Tenant to perform any of the terms or conditions of this Lease Agreement required to be performed by Tenant;
- (iii) any failure by Tenant to comply with any statutes, regulations, ordinances or orders of any governmental authority;
- (iv) any accident, death, injury, or damage, loss or theft of property in or about the Property (whether involving property belonging to Tenant or any other person) resulting from any cause whatsoever relating to the Tenant's use of the premises;
- (v) any and all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against the City by reason of any such claim. Tenant, upon notice from the City, covenants to indemnify or defend such action or proceeding by legal counsel reasonably satisfactory to the City.

(D) Likewise, the City covenants and agrees that it shall, without notice or demand, and at its own cost and expense, indemnify and save harmless the Tenant (including its officers, trustees and employees) against and from, and the Tenant shall not be liable to the City for, any and all claims by or on behalf of any person arising in any manner whatsoever from, out of or in connection with:

- (i) the use and/or occupancy of the Property by the City, its agents, employees and invitees;
- (ii) any failure by the City to perform any of the terms or conditions of this Lease Agreement required to be performed by the City;
- (iii) any failure by the City to comply with any statutes, regulations, ordinances or orders of any governmental authority;
- (iv) any accident, death, injury, or damage, loss or theft of property in or about the Property (whether involving property belonging to the City or any other person) resulting from any cause whatsoever relating to the City's use of the premises;
- (v) any and all costs, attorney fees, expenses and liabilities incurred in or as a result

of any such claim or action or proceeding brought against the Tenant by reason of any such claim. The City, upon notice from the Tenant, covenants to indemnify or defend such action or proceeding by legal counsel reasonably satisfactory to Tenant.

## 12. ASSIGNMENT, MORTGAGING, SUBLETTING

Tenant shall not assign, create a security interest in, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Property, or permit the use of the whole or any part thereof by any licensee or concessionaire without the prior written consent of Landlord which may be withheld in Landlord's sole discretion. For purposes of this Paragraph, if Tenant is a corporation, partnership, or limited liability company, a transfer on any one or more occasions aggregating fifty (50%) percent or more of any class of stock or other interest in Tenant shall constitute an assignment of this Lease.

## 13. FIRE AND OTHER CASUALTY

If at any time during the Term of this Lease the Property be so damaged by fire, the elements or other casualty such that the Landlord or any governmental agency in the execution of its lawful authority shall deem the Property uninhabitable, the rent shall be paid up to the time of said destruction or damage. Landlord shall thereafter have the option to repair or rebuild, and if Landlord elects to repair or rebuild, it shall have the option to continue this Lease in full force and effect with all rental payments to be made by Tenant from the date the Property is restored by Landlord and ready for occupancy by Tenant, provided that the same can be accomplished within thirty (30) days of the date of the casualty. If the Property is not ready for occupancy within said thirty (30) day period, Tenant shall have the option to terminate this Lease, and neither party shall thereafter have any obligation to the other. If, in Landlord's opinion, the Property shall be totally destroyed or so extensively damaged as to require practically the rebuilding thereof, then the rent shall be paid up to the time of such destruction and then this Lease shall terminate. In no event, however, shall the provisions of this paragraph be effective or applicable if the fire or other casualty or damage shall result from the carelessness, negligence or improper conduct of the Tenant or Tenant's agents, employees, invitees or licensees. In such case, Tenant's liability for the payment of rent and the performance of all covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and Tenant shall be liable to Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks covered herein in accordance with paragraph 11 above, then the proceeds of such insurance shall be paid over to the Landlord to the extent of Landlord's costs and expenses to make the repairs hereunder and such insurance carrier shall have no recourse against the Landlord for reimbursement.

## 14. REMEDIES UPON DEFAULT

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (an "Event of Default"):



(1) The vacation or abandonment of the Property by Tenant or the failure of Tenant to occupy the Property continually from the beginning of Memorial Day weekend through Labor Day, weather permitting;

(2) A failure by Tenant to pay, when due, any installment of rent or additional rent hereunder or any such other sum herein required to be paid by Tenant where such failure continues for ten (10) days after the same is due.

(3) A failure by Tenant to observe and perform any non-monetary terms or conditions of this Lease to be observed or performed by Tenant, where such failure continues for fourteen (14) days after written notice thereof from Landlord to Tenant, (unless a shorter period has been specifically designated elsewhere in this Lease), provided, however, that if the nature of the default is such that cannot reasonably be cured within such period, Tenant shall not be deemed to be in default if within such period Tenant shall commence such cure and thereafter diligently prosecute the same to completion;

(4) The making by Tenant of any assignment for the benefit of creditors; an adjudication that Tenant is bankrupt, insolvent, or unable to pay its debts; the filing by or against Tenant of a petition in bankruptcy or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days after the filing thereof); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Property or of Tenant's interest in this Lease (unless possession is restored to Tenant within thirty (30) days after such appointment); or the attachment, execution or levy against, or other judicial seizure of, substantially all of Tenant's assets located in the Property or of Tenant's interest in this Lease (unless the same is discharged within fourteen (14) days after issuance thereof);

(5) A failure of the Tenant to comply with any of the terms and provisions of this Agreement;

(6) The making by Tenant of any misrepresentation or material omission in the execution of this Lease, the completion of the Bidder Information form or otherwise.

(b) Upon the occurrence of any Event of Default:

(1) Landlord may cure on the account of Tenant any such default of Tenant and immediately recover as additional rent any expenditures made and the amount of any obligations incurred in connection therewith, plus interest at a rate equal to ten (10%) percent per annum from the date the obligations are incurred by Landlord until payment therefor to Landlord, whether before or after entry of judgment and issuance of execution thereon.



(2) Landlord may accelerate all rent and additional rent and other sums due or to become due for the balance of the Term of this Lease and declare the same to be immediately due and payable;

(3) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired term hereof shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) days after the date of such notice, without any right on the part of the Tenant to effectuate a cure thereof by payment of any sum due or by the performance of any term or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Property, and Landlord may enter into and repossess the Property by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Property shall be re-let;

(4) Landlord may, at any time after the occurrence of any event of default, re-enter and repossess the Property and any part thereof and attempt in its own name, as agent for Tenant if this Lease not be terminated, or in its own behalf if this Lease be terminated, to re-let all or any part of the Property for and upon such terms and to such persons and for such period or periods as Landlord, in its sole discretion, shall determine, including the term beyond the termination of this Lease; and Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such re-letting. For the purpose of such re-letting, Landlord may reasonably decorate or make repairs, changes, alterations or additions in or to the Property to the extent deemed by Landlord desirable or convenient; and the cost of such reasonable decoration, repairs, changes, alterations or additions shall be charged to and be payable by Tenant as additional rent hereunder, as well as any reasonable brokerage and attorney fees expended by Landlord; and any sums collected by Landlord from any new tenant obtained on account of the Tenant shall be credited against the balance of the rent due hereunder as aforesaid. Tenant shall pay to Landlord on the days when the rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Landlord from such new tenant;

(5) Landlord shall have the right of injunction, in the event of a breach or threatened breach by Tenant of any of the terms and conditions hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether

other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether exercised by Landlord, shall be deemed to be in exclusion of any of the others;

(6) In the event of any breach by Tenant hereunder, which breach is not cured within the periods of time permitted therefor under this Lease, Landlord shall have the right to change the locks on the Property and exclude Tenant therefrom, and to discontinue all or part of the services and facilities provided to Tenant under this Lease or otherwise, which action shall not be deemed an eviction. Such action may be taken without prior notice to Tenant, and Tenant hereby releases Landlord from any liability for any damages sustained by Tenant or its property as a result of the same.

#### 15. SIGNS

Tenant shall not, without the prior written consent of Landlord, which may be arbitrarily withheld, paint, place or erect any sign on the exterior or interior doors or walls of the Property or otherwise within the interior of the Property so as to be visible from its exterior. Tenant shall provide Landlord with a rendering of all Tenant's proposed signage relative to the Property prior to installation, which rendering must indicate color, dimensions, materials, description, and location on the Property. Failure to comply herewith may, at Landlord's option, cause Landlord to remove Tenant's unauthorized signage at Tenant's expense, which shall be deemed additional rent. Tenant's signage shall be installed at Tenant's expense and shall be subject to all local and governmental approvals. Landlord's consent to any signage may be withheld in its sole discretion.

#### 16. SURRENDER

At the end of the term of this Lease, Tenant shall surrender the Property to Landlord, together with all alterations, additions and improvements thereto, in broom clean condition and in good order and repair except for ordinary wear and tear and damage for which Tenant is not obligated to make repairs under this Lease. If Tenant is not then in default under any of the terms hereof, except for those alterations and improvements described in paragraph 8 hereof, Tenant shall have the right at the end of the term hereof to remove any equipment, furniture, trade fixtures or other personal property placed in the Property by Tenant, provided that Tenant promptly repairs any damage to the Property caused by such removal. Tenant shall repair all damage to the Property caused by such removal and restore the Property to the condition in which they were prior to the installation of the items so removed. Tenant shall surrender the Property to Landlord at the end of the term hereof, without notice of any kind, and Tenant waives all right to any such notice as may be provided under any laws now or hereafter in effect.

If Tenant shall fail to remove any of this equipment, furniture, trade fixtures or other personal property, Landlord may keep same as abandoned property, or dispose of same and charge the Tenant for the cost of disposal, or remove and store the same at the expense of Tenant



or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed hereunder by the Tenant.

#### 17. QUIET ENJOYMENT

Landlord covenants that Tenant, on the payment of rent and performance of the conditions and covenants required to be kept and performed by Tenant hereunder, shall and may peaceably and quietly have, hold and enjoy the Property for the Term hereof.

#### 18. LANDLORD'S ACCESS

Landlord, its employees and agents shall have the right to enter the Property at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers, tenants or Mortgagees, and making such alterations, repairs, improvements or additions to the Property as Landlord may deem necessary or desirable. Except in case of emergency, any such entry shall be after reasonable notice to Tenant. If a representative of Tenant shall not be present to open and permit entry into the Property at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key (or forcibly in the event of an emergency) without liability to Tenant and without such entry constituting an eviction of Tenant or termination of this Lease. No locks, burglar alarms or similar devices shall be attached to any doors or windows or placed otherwise within the Premises without the prior written consent of Landlord. No door keys shall be made, other than those provided by Landlord. All keys must be returned to Landlord at the expiration or termination of this Lease.

#### 19. NOTICES

All notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent by either party or their respective counsel to the other shall be in writing and shall be deemed to have been properly given or sent if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If intended for Tenant, addressed to Tenant at the address hereinabove set forth.

(b) If intended for Landlord, addressed to Landlord at the address hereinabove set forth, to the attention of:

City Clerk  
City of Cape May  
643 Washington Street  
Cape May, NJ 08204

With a copy to:



City Solicitor  
City of Cape May  
643 Washington Street  
Cape May, NJ 08204

Each party may designate by notice in writing a new address to which any notice, demand, request, approval or communication may hereafter be so given, served or sent. Each notice, demand, request, approval or communication which shall be mailed by registered or certified mail to Landlord or Tenant in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder at the time such notice, demand, request, approval or communication shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, as the case may be.

20. NEW JERSEY LAW, CAPE MAY COUNTY COURTS

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

21. WAIVER

The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Lease or any of its provisions or any negotiations in connection therewith or Tenant's use or occupation of the Property.

22. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Lease shall be enforceable unless the same shall be in writing and signed by the parties hereto.

(b) All references in this Lease to numbered Articles and Sections and to lettered Exhibits are references to the Articles and Sections of this Lease and the Exhibits annexed to and made a part of this Lease, unless expressly otherwise designated in context.

(c) The titles to paragraphs of this Lease are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Lease.

23. INVALIDITY OF PARTICULAR PROVISIONS: NO WAIVERS;  
CONSTRUCTION

(a) If any term or provision of this Lease or the application thereof to any

person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) Failure of Landlord to complain of any act or omission on the part of Tenant or to take any action in response to such act or omission, no matter how long the same may continue, shall not be deemed to be a waiver of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

#### 24. AFFIRMATIVE ACTION

During the performance of this Lease, Tenant agrees as follows:

(a) Tenant will not discriminate against any employee or application for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Tenant will take affirmative action to ensure that such applications 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: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff for termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Tenant 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) Tenant will in all solicitations or advertisements for employees placed by or on behalf of Tenant, 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) Tenant 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 Public Agency Compliance Officer advising the labor union or worker's representative of Tenant's commitments under this action and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

25. REPORT IN ACCORDANCE WITH COMPLIANCE WITH N.J.S.A. 40A:12-14(c). MAC shall comply with N.J.S.A. 40A:12-14(c), which requires Tenant to provide an annual report which includes the use to which the leased premises was put during the year, the activities which furthered the purpose of the Lease, the approximate value or cost, if any, of such activities in furtherance of such purpose, and an affirmation of Tenant's continued tax-exempt status pursuant to both state and federal law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

**CITY OF CAPE MAY**

\_\_\_\_\_  
Erin C. Burke, City Clerk

\_\_\_\_\_  
By: Zachary M. Mullock, Mayor

ATTEST:

**CAPE MAY MAC**

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

By:

\_\_\_\_\_  
Jody Alessandrine, Director/CEO



**“Exhibit B to City/New Jersey Transit Lease”**

***(Required Sublease Contract Clauses)***

REQUIRED SUBLEASE CONTRACT CLAUSES

All subleases entered into by the Municipality shall include proper safeguards to protect the rights and privileges of all parties concerned. The lease between the Lessor and the Municipality shall include a contractual commitment to incorporate certain provisions in subleases. Based on that agreement, sublease contracts will not be subject to Lessor's approval. The required stipulations are as follows:

1. All subleases shall stipulate the Lessor's continuing right of entry to the property, its right to approve, after proper notification (as defined herein) all structural modifications, erection of billboards, signage or other advertising materials and any modifications to existing commuter-related facilities, as well as the Lessor's ownership of all permanent improvements made to the structure by the sublessee or the Municipality for the sublessee.
2. The Lessor, its subsidiaries, or any other operating authority the Lessor may designate, must be allowed all rights to perform these improvements or institute those standards required for safe and efficient transportation operation.
3. The Municipality shall reserve the right to inspect the subleased premises during normal working hours.
4. The Municipality shall reserve the right to approve all construction plans of the sublessee whether internal or external to the premises.
5. The Lessor's right to enforce all terms of the contract between the Municipality and its sublessee shall be reserved.
6. All subleases shall be for a minimum of two years unless a different lease term has been approved by the Lessor or unless the two year term shall be equal to or more than the remaining Lessee's term under this agreement.

DB

7. The sublessee shall provide general liability insurance for subleased space which will indemnify and hold harmless the Municipality as well as the Lessor, its subsidiaries, or any other operating authority it may designate, and their agents and successors.
8. The sublessee shall agree to make no claim against the Municipality, the Lessor, or its authorized agents for or on account of any loss or damage sustained by fire, wind or water coming into or being on the premises.
9. Cancellation and termination clauses shall be included, which permit the Municipality to cancel a sublease agreement for cause within no more than 30 days and terminate an agreement upon no more than six months written notice. Such specified notice periods shall also apply if the Lessor cancels or terminates the Municipality's lease and by that action cancels or terminates the sublease.
10. The sublessee shall undertake full responsibility to operate the subleased premises in a neat, clean and orderly manner.
11. There shall be no further assignment, subletting, transfer or other encumbrance of the sublessee's interest.
12. The sublessee and the Municipality shall stipulate which party shall contract for and be responsible for trash and garbage removal and janitorial and other maintenance service.
13. If sublessee should require additions or improvements to the station parcel, sublessee shall submit to Municipality and Lessor a listing with all such proposed improvements and the cost thereof. The improvements shall then, be reviewed by Lessor to determine if they are to be considered permanent and the property of Lessor and therefore, subject to depreciation upon event of termination by Lessor, as set forth in the Agreement in Paragraph Second,



14. If a sublessee requires any structural improvements to accommodate its use or required advertising material to be erected, a bond shall be required equal to the amount of money needed to restore the facilities to their original condition.
15. Nothing in the sublease shall be contrary to the conditions set forth in the lease agreement between the Lessor and the Municipality.
16. All federal or State rules and regulations applicable to Lessor-owned facilities because of public ownership of the facility, its use as a transportation location or as a result of construction of improvements with federal or State funds, shall also, where appropriate, apply to the sublessee.
17. All sublease agreements shall contain provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31, et seq (P.L. 1975, C. 127) as amended and supplemented, concerning nondiscrimination, are binding on all parties.

WB

# CITY OF CAPE MAY FIRE DEPARTMENT



643 Washington St. Cape May, New Jersey 08204  
(609) 884- 9512 • [firedept@capemaycity.com](mailto:firedept@capemaycity.com)

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Alexander M. Coulter  
Chief

Edward A. Zebrowski, III  
Lieutenant

Michael E. Eck  
Deputy Chief

Jeffrey T. Laag  
Lieutenant

William Szemcsak  
Lieutenant

## June 2025 Report For Immediate Release

For the month of June, the department responded to 120 fire calls, 155 EMS calls.  
EMS by district – 108 Cape May, 9 Cape May Point, 19 West Cape May, 19 other.  
Total YTD - Fire 498, EMS 628.

USFA reports 41 firefighter line of duty deaths year to date.

### June Events

June 7 West Cape May Strawberry Festival  
June 8 Escape the Cape  
June 12 West Cape May Bike-a-Thon  
June 18 Pride March  
June 21 Cape May Point 2 Mile/5 Mile race  
June 22 Around the Cape Paddle  
June 22 Beach Patrol Open House  
June 24 West Cape May Farmers Market  
June 28 Harborfest

### July Events

July 4 Independence Day Fireworks 1730-2230  
July 5 Independence Parade 1300-1430  
July 8 Camp Cape May visit 12-1300  
July 12 Boater Safety class 0800-1700  
July 14 Superathon 1800-1900  
July 20 Captain Kidd 11-1400  
July 20 The Drifters (Convention Hall) 2000-2130  
July 23 Camp Cape May Visit 12-1300  
July 25 Baby Parade 11-1300  
July 27 Herman's Hermits (Convention Hall) 2000-2200  
Reminder, Concerts in Rotary Park have begun and are almost every night weather provided.  
Movies on the beach, Thursday nights.

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

**RESOLUTION NO. 241-08-2025**

**RESOLUTION FOR THE REFUND OF OVERPAID 2025 PROPERTY TAXES**

**WHEREAS**, the 2nd quarter 2025 Property taxes for 1608 Maryland Avenue were paid in duplicate by Core Logic and the Victorian Abstract Title; and

**WHEREAS**, the Victorian Abstract Title has requested a refund; and

**WHEREAS**, the Tax Collector of the City of Cape May has calculated the amount of the refund as listed below; and

**WHEREAS**, the specific property and amount of the overpaid taxes are listed below:

<b>PROPERTY OWNER</b>	<b>ADDRESS</b>	<b>BLOCK /LOT</b>	<b>AMOUNT</b>
CM Diamond Properties 2 LLC	1608 Maryland Ave	1187/3	\$4,124.41

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cape May, that it authorizes the appropriate officers and officials of the City of Cape May to refund the overpaid taxes as stated above.

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 August 5, 2025

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: Tax Collector  
CFO



Page No: 1

Tax Year: 2024 to 2025  
Property Location: 1608 MARYLAND AVE

Tax Year: 2024	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	4,190.75	4,190.75	4,058.08	4,058.08	16,497.66
Payments:	4,190.75	4,190.75	4,058.08	4,058.08	16,497.66
Balance:	0.00	0.00	0.00	0.00	0.00

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2024 Prin Balance
		Original billed						16,497.66		16,497.66
01/26/24	1	Payment	500	660	CK	59649	846 CRLG26	4,190.75	0.00	12,306.91
		CORE LOGIC								
04/24/24	2	Payment	500	00660	CK	60958	998 CRLOG24	4,190.75	0.00	8,116.16
		CORE LOGIC								
08/20/24	3	Payment	500	00660	CK	62525	901 CRLGC20	4,058.08	0.00	4,058.08
		CORE LOGIC								
10/23/24	4	Payment	500	00660	CK	63267	982 CORLOG23	4,058.08	0.00	0.00
		CORE LOGIC 4TH QTR								

Tax Year: 2025	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	4,124.42	4,124.41	4,405.36	4,405.35	17,059.54
Payments:	4,124.42	8,248.82	0.00	0.00	12,373.24
Balance:	0.00	4,124.41-	4,405.36	4,405.35	4,686.30

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2025 Prin Balance
		Description								
		Original Billed						17,059.54		17,059.54
01/22/25	1	Payment	500	00660	CK	64098	998 CORLOG22	4,124.42	0.00	12,935.12
		CORE LOGIC								
04/16/25	2	Payment	500	13944	CK	65190	17 B16	4,124.41	0.00	8,810.71
		VICTORIAN ABSTRACT								
04/29/25	2	Payment	500	00660	CK	65404	983 CORLG29	4,124.41	0.00	4,686.30
		CORE LOGIC								

Total Principal Balance for Tax Years in Range: 4,686.30

Date	Type	Description	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	Total
04/16/25	Payment	VICTORIAN ABSTRACT FINAL READ 04-11-25	XM	13945	CK	65192	6 WSLISA16	50.00	0.00	50.00
						3246-0				50.00

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

**RESOLUTION NO. 242-08-2025**

**RESOLUTION CERTIFYING THE 2024 CITY OF CAPE MAY ANNUAL AUDIT**

**WHEREAS**, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

**WHEREAS**, the Annual Report of Audit for the year **2024** has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

**WHEREAS**, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

**WHEREAS**, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

**WHEREAS**, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

**WHEREAS**, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

**WHEREAS**, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Cape May hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and the required affidavit to said Board to show evidence of said compliance.

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 August 5, 2025

---

Erin C. Burke, City Clerk

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

cc: Director, Division of Local Government Services – Certified Copy  
CFO  
Leon P. Costello, CPA  
Audit file



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

**RESOLUTION NO. 243-08-2025**

**RESOLUTION OF THE CITY OF CAPE MAY APPROVING  
THE CORRECTIVE ACTION PLAN FOR THE YEAR 2024**

**WHEREAS**, the City Council of the City of Cape May has reviewed the year 2024 audit including the recommendations by the Municipal Auditor; and

**WHEREAS**, the CFO has developed a Corrective Action Plan for the City Council approval which is attached hereto as EXHIBIT A and incorporated herein by reference;

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

1. The Corrective Action Plan for the 2024 Audit as presented and attached hereto as EXHIBIT A is approved and made part of this Resolution.
2. 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 August 5, 2025

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: Director, Division of Local Government Services – Certified Copy  
CFO  
Leon P. Costello, CPA  
Audit file

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

2024 AUDIT

CORRECTIVE ACTION REPORT ITEM

**A. Description of Finding:**

Pursuant to the 2024 Audit Report prepared by Ford, Scott & Associates, L.L.C. dated June 30, 2025, the Auditor made the following recommendations:

1. We recommend that no down payment be approved unless there is sufficient balance available to be used.
2. We recommend that the General Ledger be maintained in an accurate and timely manner for all funds of the City.
3. We recommend that bank accounts be reconciled within a reasonable time after bank statements are received and that records be maintained accurately. We also recommend that records be reviewed more thoroughly to help prevent invalid entries into the City's accounting software.
4. Procedures are not in place to accurately fund the payroll account. The CFO did not reconcile the payroll account or analyze its balance.
5. We recommend that year-end close-out procedures be implemented to ensure that the City's Annual Financial Statement is filed timely. We also recommend that procedures be implemented for the submission of chapter 159's and budget emergencies to the State.
6. We recommend that health insurance payments be remitted to the proper agencies promptly and accurately.
7. That no commitment be made, or expenditure approved for payment unless there is a sufficient balance in the proper budget line item.

**B. Analysis:**

1. The Auditors determined that the General Capital Improvement Fund was overspent. The City's Capital Improvement Fund did not have adequate funds for required down payment. The City raised a deferred charge in the 2025 budget to address the over expenditure.
2. The Auditors determined that a General Leger has not been accurately maintained; several incomplete, incorrect, or unrecorded items were noted.
3. The Auditors determined that some accounts were not reconciled in 2024, leaving several expenses and receipts unrecorded at year end.

4. The Auditors determined that blanket amounts were transferred to the City's payroll bank account to cover bi-weekly payroll expenses without reimbursement from the appropriate funds.
5. The Auditors determined that several adjusting entries were required at year-end to properly reflect revenues, expenditures, and account balances, leading to a delay in the filing of the Annual Financial Statements.
6. The Auditors determined that several health insurance payments were due at year end and were subsequently made in 2025.
7. The Auditors determined that the health insurance lines in the Current Fund and Water Sewer Fund were overspent, requiring a deferred charge to be raised in the budget.

**C. Corrective Action:**

1. The Capital Improvement Fund is monitored for availability of funds prior to the introduction of bond ordinances and adjusted as needed by the CFO. Corrective action has already been implemented.
2. The CFO is aware of the requirements regarding the maintenance of a General Ledger. The initial implementation of the General Ledger will be discussed with the Auditors.
3. The CFO and Auditors are working to ensure that all accounts are reconciled prior to year end. Corrective action has already been implemented.
4. The CFO and new payroll staff are aware of the requirements to accurately fund and reconcile the payroll account. Corrective action has been implemented.
5. Closing procedures will be developed and implemented prior to 2025 year-end.
6. Health insurance payments are remitted to the proper agencies on a monthly basis or as otherwise billed. Corrective action has already been implemented.
7. The CFO is aware of the requirements regarding account funding and transfers. Accounts are monitored for availability of funds prior to encumbrance. Corrective action has already been implemented.

**D. Implementation Date:**

1. January 2025
2. Q3 & Q4 2025



3. January 2025, ongoing
4. January 2025
5. Q3 & Q4 2025
6. January 2025
7. January 2025

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

**RESOLUTION NO. 244-08-2025**

**RESOLUTION FOR AWARD OF CONTRACT FOR  
EXTRAORDINARY UNSPECIFIABLE SERVICES – MUTUAL OF OMAHA**

**WHEREAS**, the City of Cape May currently has The Standard for life insurance and short-term disability insurance; and

**WHEREAS**, the City of Cape May became aware that The Standard was not able to provide the necessary minimums in accordance with our Personnel Handbook; and

**WHEREAS**, the City of Cape May is not enrolled in the State of New Jersey's State Disability Plan; and

**WHEREAS**, the City of Cape May engaged with their broker Gallagher Benefits Consultants; 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 for \$34,729.00 annually and Basic Life Insurance quote under the Extraordinary Unspecifiable Services provision in the amount of \$3,936.00 annually,

**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 Life Insurance and Short Term Disability Insurance, in a required disclosure manner (N.J.S.A. 19:44A-20.5) in the amount of \$38,665; 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 August 5, 2025

---

Erin C. Burke, City Clerk

<b>Roll Call</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
<b>Meier</b>						
<b>McDade</b>						
<b>Bodnar</b>						
<b>Baldwin</b>						
<b>Mullock</b>						

cc:     HR  
           Payroll  
           Accounts Payable  
           Manager



Resolution: 244-08-2025

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 5-01-23-220-275 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.



---

Kevin Hanie, CFO

**STANDARD CERTIFICATION DECLARATION FOR  
AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

This is a certification of award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the nature of the work to be done.**

The Gallagher team was asked to perform marketing to obtain coverage options that match the NJ State Disability plan, without enrolling in the NJTDI mandated platform. Mutual of Omaha was the only company to provide a quote.

2. **Describe in detail why the contract meets the provisions of the statute and rules:**

N.J.S.A. 40A:11-5(1)(ii)

3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

Mutual of Omaha was selected for short-term disability and life insurance they are the only provider to provide the plan that closely resembles to the State's Disability plan.

4. **Describe the informal solicitation of quotations:**

The City through Gallagher Benefits Consultants sought quotes to provide Short Term Disability and Life Insurance that closely resembles the state plan as possible.

5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Signature: \_\_\_\_\_

Paul E. Dietrich

Title: City Manager

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

**RESOLUTION NO. 245-08-2025**

**RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS # 25-14 – RISK  
MANAGEMENT CONSULTANT SERVICES FOR THE CITY OF CAPE MAY**

**WHEREAS**, the City of Cape May is in need of Risk Management Consultant services for the City of Cape May; and

**WHEREAS**, the City Council intends to seek proposals from a qualified vendor to respond to a fair and open extraordinary unspecifiable services request for proposals, in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) and (1)(m), and N.J.S.A. 19:44A-20.5; and

**WHEREAS**, a Request for Proposals, known as RFP# 25-14 is attached hereto as EXHIBIT A and incorporated herein by reference; and

**WHEREAS**, the City Council has reviewed the matter and determined that it is in the best interests of the City to proceed with the advertisement for the same.

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

1. The averments of the preamble are hereby incorporated.
2. The Cape May City Council hereby authorizes an advertisement and request for RFP's pursuant to the specifications substantially in the form attached hereto as EXHIBIT A and incorporated herein by reference.
3. All appropriate City officials are authorized and directed to take all action necessary to immediately advertise the invitation for bid.
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 August 5, 2025

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: QPA  
City Manager



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

**RESOLUTION NO. 246-08-2025**

**RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF  
REVENUE IN THE BUDGET PURSUANT TO CHAPTER 159 PL 1948 -  
AMERICAN RESCUE PLAN INFRASTRUCTURE**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cape May, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the Year 2025, which are now available as a revenue and will be hereby appropriated as detailed below:

Revenue Title: AMERICAN RESCUE PLAN INFRASTRUCTURE  
Appropriation Title: AMERICAN RESCUE PLAN INFRASTRUCTURE  
Amount: \$400,000.00

**BE IT FURTHER RESOLVED** that completed Certifications for this Resolution be forwarded electronically to the Director of the Division of Local Government Services for approval.

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 August 5, 2025.

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: CFO

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

**RESOLUTION NO. 247-08-2025**

**RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF  
REVENUE IN THE BUDGET PURSUANT TO CHAPTER 159 PL 1948 -  
FY 2025 WAWA FOUNDATION GRANT**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cape May, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the Year 2025, which are now available as a revenue and will be hereby appropriated as detailed below:

Revenue Title: 2025 WAWA FOUNDATION GRANT – POLICE DEPT  
Appropriation Title: 2025 WAWA FOUNDATION GRANT – POLICE DEPT  
Amount: \$10,000.00

**BE IT FURTHER RESOLVED** that completed Certifications for this Resolution be forwarded electronically to the Director of the Division of Local Government Services for approval.

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 August 5, 2025.

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: CFO

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

**RESOLUTION NO. 248-08-2025**

**RESOLUTION AUTHORIZING CHANGE ORDER #2 TO CONTRACT FOR  
THE PROMENADE PRESERVATION PROJECT**

**WHEREAS**, pursuant to Resolution No. 93-02-2025 and after public bidding, the City Council authorized an award of contract to Fred M. Schiavone Construction Inc. for construction of the Promenade Preservation project; and

**WHEREAS**, on July 30, 2025, the contractor proposed a change order to address additional decking and fasteners; revision to bulkhead; installation of parking kiosks and fiber optic cable pursuant to the Change Order #2 attached as EXHIBIT A and incorporated herein by reference; and

**WHEREAS**, the Special Project Engineer has reviewed and concurred with the proposed change orders in scope and amount; and

**WHEREAS**, City Council has determined that the proposed change orders and reasonable and necessary for completion of this important public project; 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 averments of the preamble are hereby incorporated.
2. City Council hereby authorizes the Change Order to the contract for construction of the Promenade Preservation project with Fred M. Schiavone Construction Inc. in accordance with the terms and conditions of the contract specifications, and in accordance with EXHIBIT A attached hereto and incorporated herein by reference. The Contract shall be amended as follows:

Original Award Amount:	\$5,864,590.50
Net Change by previous Change Order(s):	\$ 244,254.60
<b>Current Change Order (12%):</b>	<b>\$ 459,508.53</b>
<b>Total Contract including Change Order(s):</b>	<b>\$6,568,353.63</b>

3. The Mayor and all other appropriate City officials are authorized to execute the change orders and further authorized and directed to take all other steps necessary to effectuate this Resolution.

4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.

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 August 5, 2025.

---

Erin C. Burke, City Clerk

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

cc: Deblasio Assoc.  
Accounts Payable  
City Engineer

Resolution:

248-08-2025

Amount: \$459,508.53 increase

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 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.



\_\_\_\_\_  
Kevin Hanie, CFO

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

July 30, 2025

VIA EMAIL

Erin Burke, City Clerk  
City of Cape May  
643 Washington Street  
Cape May, NJ 08204

**Re: City of Cape May  
Boardwalk Preservation Fund Program  
Cape May Promenade Improvements – Phase 1  
D&A File #: CCM-C-023**

Dear Ms. Burke:

Enclosed please find the executed copy of **CHANGE ORDER NO. 2** regarding the above referenced project for review and approval. Upon execution, please return via email to our office.

Please note that this change order reflects the following items requested by the City:

1. Furnish & Installation of Additional Cumaru Decking and Stainless Steel Fasteners
2. Revision to Timber Bulkhead, Added Concrete Cap and Concrete Strip
3. Install Four (4) Parking Kiosks from Flowbird
4. Installation of Fiber Optic Cable - Crown Castle

Please note that this change order will result in an increase of **\$459,508.53** to the amended contract amount of **\$6,108,845.10** for an amended contract amount of **\$6,568,353.63**.

Should you have any questions or require additional information, please do not hesitate to contact me at our office.

Very truly yours,  
**DeBlasio & Associates, P.C.**



Marc DeBlasio, P.E., P.P., C.M.E.  
President  
T: 609-854-3311  
Marc@deblasioassoc.com

cc: Mayor Zachary Mullock (via email)  
Paul Dietrich, P.E., City Manager (via email)  
Fred M. Schiavone Construction (via email)  
Cody Stanford (via email)



**DEBLASIO &  
ASSOCIATES**  
ENGINEERS, SURVEYORS AND PLANNERS

Change Order #2

**Client:** City of Cape May  
**Date:** July 28, 2025  
**Project Name:** Boardwalk Preservation Fund Program  
Cape May Promenade Improvements - Phase 1  
**D&A Project #:** CCM-C-023

**Contractor:** Fred Schiavone Construction  
2057 Tuckahoe Road  
Franklinville, NJ 08322

**A. Extra Items**

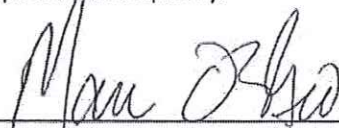
Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
A1	CUMARU DECKING & STAINLESS STEEL FASTENERS AT CONVENTION HALL, FURNISH AND INSTALL	S.F.	1,500	\$42.00	\$63,000.00
Subtotal:					\$63,000.00

**B. Supplemental Items**

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
S4	REVISION TO TIMBER BULKHEAD	LUMP SUM	1	\$322,577.53	\$322,577.53
S5	FOUR PARKING KIOSKS FROM FLOWBIRD	LUMP SUM	1	\$42,465.50	\$42,465.50
S6	INSTALLATION OF FIBER OPTIC CABLE CROWN CASTLE	LUMP SUM	1	\$31,465.50	\$31,465.50
Subtotal:					\$396,508.53

Net Contract Change **\$459,508.53**  
Original Contract Amount: \$5,864,590.50  
Amended Contract Amount: \$6,108,845.10  
Contract Percentage Change (%): 7.84  
Total Contract Percentage Change (%): 12.00  
**Amended Contract Amount: \$6,568,353.63**

Approved and Accepted by:

  
\_\_\_\_\_  
Marc DeBlasio, P.E., Project Engineer

7/30/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fred Schiavone Construction

7/29/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Cape May

\_\_\_\_\_  
Date



P.O. Box 416  
 Malaga, NJ 08328  
 Ph: 856-697-4558, Fax 856-697-9612

July 9, 2025

DeBlasio and Associates  
 4701 New Jersey Ave  
 Wildwood, NJ 08260

COP #3

Attn: Cody Stanford  
 RE: Cape May Promenade Phase 1

Change Order Proposal #3	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<b>Revisions to Timber Bulkhead Line Item #12</b>				
	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Total</b>
<b>Labor</b>				
Labor Foreman	48	MH	\$127.00	\$6,096.00
Laborer	232	MH	\$122.00	\$28,304.00
Carpenter Foreman	32	MH	\$139.00	\$4,448.00
Carpenter	64	MH	\$129.00	\$8,256.00
Operator	8	MH	\$132.00	\$1,056.00
Dockbuilder Foreman	216	MH	\$139.00	\$30,024.00
Dockbuilder	648	MH	\$129.00	\$83,592.00
<b>Material</b>				
3x10x8' T&G	1050	LF	\$57.00	\$59,850.00
6x8 Whaler	1050	LF	\$9.50	\$9,975.00
2x10x16' Forms	32	EA	\$20.00	\$640.00
2x6x16' Forms	32	EA	\$11.00	\$352.00
6x6/2.9x2.9 WWF	120	SHTS	\$15.00	\$1,800.00
Concrete	120	CY	\$185.00	\$22,200.00
<b>Equipment</b>				
Mini Excavator	1	Day	\$650.00	\$650.00
Dump Truck	1	Day	\$1,100.00	\$1,100.00
Dingo	1.5	MO	\$3,500.00	\$5,250.00
<b>Misc.</b>				
Tipping Fees for Demo Material	1	LS	\$3,000.00	\$3,000.00

**SUBTOTAL** \$266,593.00  
**10% OH** \$26,659.30  
**SUBTOTAL** \$293,252.30  
**10% PROFIT** \$29,325.23

**Fred M Schiavone Jr.**  
**Fred M Schiavone Construction, Inc.**

**TOTAL** \$322,577.53

**July 23 2025**

**COP #4**

**Attn: Cody Stanford**  
**RE: Cape May Promenade Phase 1**

[illegible]

**Fred M Schiavone Jr.**  
**Fred M Schiavone Construction, Inc.**

<b>TOTAL</b>	<b>\$73,931.00</b>
--------------	--------------------





**Proposal for: Cape May NJ**

**By: Ed Kinkade**

**ed.kinkade@flowbird.group**

**856-234-8000**

**Quote valid to: October 1, 2025**



Arrive - Confidential Quotation  
For: Cape May NJ

Quote Issued: July 1, 2025

Quote Expires: October 1, 2025

Quote Name: (4) CWT Touchscreens

Sourcewell: 080321-PRK

Bill To:

Cape May NJ  
643 Washington St  
Cape May, New Jersey, 08204

Contact:

Cape May NJ

HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	YEAR ONE TOTAL
Terminal Compact S4+ Collection system : <i>Pedestal cashless</i> Payments: Credit Card Only (EMV & NFC) Power supply : <i>Solar panel 13W</i> Communication : 4G Card Reader : <i>M1000 Bankcard</i> Contactless antenna : <i>A1000</i> Printer : <i>Yes</i> Housing Color : <i>Black</i> Upper Lock : <i>Standard mechanical lock</i> Lower Lock : <i>Standard mechanical lock</i>	4	\$6,985.00	\$27,940.00
Flowbird Pay A1000 EMV certified contactless reader	4	\$450.00	\$1,800.00
Total			\$29,740.00

ON-GOING SERVICES

PRODUCT NAME	QUANTITY	SALES PRICE	YEAR ONE TOTAL	YEAR TWO TOTAL	YEAR THREE TOTAL
Flowbird WebOffice Professional	4	\$744.00	\$2,976.00	\$2,976.00	\$2,976.00
EMV Payment Services	4	\$96.00	\$384.00	\$384.00	\$384.00
PartSmart Parts Exchange	4	\$360.00	\$0.00	\$1,440.00	\$1,440.00
Annual Total			\$3,360.00	\$4,800.00	\$4,800.00



**GENERAL SERVICES**

PRODUCT NAME	QUANTITY	SALES PRICE	TOTAL
Equipment Installation	4	\$750.00	\$3,000.00
Total			\$3,000.00

**TOTAL COSTS**

YEAR ONE TOTAL	YEAR TWO TOTAL	YEAR THREE TOTAL
\$36,100.00	\$4,800.00	\$4,800.00

In the event of any changes or new enactments in laws, regulations, statutes, judicial interpretations, ordinances, codes, policies, standards, proclamations, or similar governmental directives—or any new or adjusted import fees, taxes, duties, tariffs, export surcharges, or comparable assessments—implemented after the date of this proposal and reasonably demonstrated by Arrive (formerly Cale America Inc. d/b/a Flowbird) to increase the cost or time required to perform the quoted services, the schedule and pricing shall be equitably adjusted.

This quote is provided by Cale America Inc., now operating as Arrive, following the global merger of the Cale Group and Parkeon Group and the subsequent unification under the Arrive brand in 2025. All prices listed are exclusive of taxes and shipping unless specifically noted in this quotation. The Customer is responsible for all applicable taxes or must provide valid documentation of tax-exempt status.

By accepting this order, the Customer agrees to be bound by all applicable terms and conditions, including those set forth in any existing contract(s) between the Customer and Arrive for the same or similar products and services, if applicable.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_





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

**RESOLUTION NO. 249-08-2025**

**RESOLUTION FOR APPOINTMENT OF A MEMBER TO THE BICYCLE AND  
PEDESTRIAN ADVISORY COMMITTEE OF THE CITY OF CAPE MAY**

**BE IT RESOLVED** by the City Council of the City of Cape May that the following appointment be made to the **Bicycle and Pedestrian Advisory Committee**:

**Joe Cassidy**

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 August 5, 2025.

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

cc: Committee File  
Chair



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

**RESOLUTION NO. 250-08-2025**

**RESOLUTION AUTHORIZING STATE AID AGREEMENT WITH THE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CONSTRUCTION OF  
THE LOWER CAPE MAY MEADOWS-CAPE MAY POINT, NEW JERSEY  
ECOSYSTEM RESTORATION PROJECT SIXTH RENOURISHMENT CYCLE  
PROJECT NUMBER 6056-CMC-R-6**

**WHEREAS**, construction of the Lower Cape May Meadows-Cape May Point, New Jersey Ecosystem Restoration Project was authorized by Section 101(a)(25) of the Water Resources Development Act of 1999, Public Law 106-53; and

**WHEREAS**, the Federal Government (hereinafter referred to as the "Government" or "Federal Sponsor") and the Department (hereinafter referred to as the "Non-Federal Sponsor"), entered into a Project Cooperation Agreement ("PCA") on July 28, 2003, attached hereto as Appendix D, for the initial construction of the Lower Cape May Meadows-Cape May Point, New Jersey Ecosystem Restoration Project (hereinafter "Project"), which provided for ecosystem restoration features, shore protection features, and periodic sand nourishment at intervals specified in the PCA, and any additional work, if necessary, along the ocean shoreline; and

**WHEREAS**, upon receipt of the real property interests necessary for Project 6056, the Government and Non-Federal Sponsor completed initial construction of beachfill features including dune and berm for Project 6056 in 2005; and

**WHEREAS**, the first partial renourishment was completed in 2008/2009; and the second partial renourishment was completed in 2010/2011, Office file number 6056-R2; and the third partial renourishment was completed in 2012/2013, Office file number 6056-R3; and the fourth partial renourishment was completed in 2016/2017 Office file number 6056-R4; and the fifth partial renourishment, the Cove Beach Area (hereinafter "Cove Beach") was completed in 2021, Office file number 6056-R-5; and

**WHEREAS**, future renourishment costs over the fifty-year life of Project 6056 is 80.5% federal and 19.5% non-federal, as set forth in the PCA. In the event of periodic renourishments, 75% of the non-federal share will be paid by the Department and the remaining 25% will be paid by the Municipality, and each future renourishment will be subject to a subsequent State Aid Agreement; and

**WHEREAS**, the periodic renourishment portion of Project 6056 is authorized for fifty years at a four-year renourishment cycle; and

**WHEREAS**, Cove Beach, is located between the 3rd Avenue Groin and the Lower Township boundary, and is within Project 6056 area; and

**WHEREAS**, the sixth renourishment 6056-R-6 was completed in February 2025 in a portion of the Project known as Cove Beach, utilizing sand back passing from the Nature Conservancy and Cape May Point State Park beach areas and where the total cost of the Project within the City of Cape May, inclusive of work performed on the Nature Conservancy property is estimated to be \$2,772,037.19 with the Federal Government's 80.5% share at \$2,231,489.94 and the non-federal



19.5% share at \$540,547.25 with the Department paying 75% of the non-federal share at \$405,410.44 and the local 25% share is \$135,136.81, as detailed in Appendix A; and

**WHEREAS**, the City's share of the Project cost, exclusive of work performed on the Nature Conservancy Property is \$106,902.06, as further detailed in Appendix A to the State Aid Agreement attached hereto as EXHIBIT A and incorporated herein by reference; and

**WHEREAS**, the NJDEP Watershed & Land Management, Division of Resilience Engineering & Construction, Office of Coastal Engineering has the full authority to perform all of its responsibilities for the Project under New Jersey P.L. 1992, c. 148, P.L. 1995, c. 19 and N.J.S.A. 12:6A-1, et seq.; and

**WHEREAS**, the City has the full authority to perform all of its responsibilities for both projects under N.J.S.A. 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and the applicable municipal code; and

**WHEREAS**, as required by previous State Aid Agreements, within the Project 6056 the City currently provides public access to the beach at Beach Avenue and Mount Vernon Avenue, and currently provides parking on Municipal streets per Municipal Ordinance, and provides beachfront restroom facilities along Beach Avenue at its intersection with Broadway and at other locations along Beach Avenue; and

**WHEREAS**, the Department and the City desire to enter into this State Aid Agreement for the sixth renourishment of Project 6065, (hereinafter "Project 6056-R-6");

**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 execution of the State Aid Agreement, attached hereto as EXHIBIT A and incorporated herein by reference. The Mayor is authorized to execute the same and all appropriate City officials are authorized to take action necessary to give effect to this Resolution.
3. City Council hereby authorizes payment of its proportionate share of funding for Projects 6065-R-6 described above. The City Council authorizes payment in full of that commitment to be made within 30 days of receipt of a fully executed State Aid Agreement.
4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract and the payment herein is authorized pursuant to N.J.S.A. 40A:11-5(2).
5. 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 August 5, 2025

---

Erin C. Burke, City Clerk

<b>Roll Call</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
<b>Meier</b>						
<b>McDade</b>						
<b>Bodnar</b>						
<b>Baldwin</b>						
<b>Mullock</b>						

cc: NJDEP

Resolution: 250-08-2025

Amount: As per agreement

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.



---

Kevin Hanie, CFO



**STATE AID AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**AND**  
**THE CITY OF CAPE MAY CITY**  
**FOR CONSTRUCTION OF THE**  
**LOWER CAPE MAY MEADOWS-CAPE MAY POINT, NEW JERSEY**  
**ECOSYSTEM RESTORATION PROJECT**  
**SIXTH RENOURISHMENT CYCLE**  
**PROJECT NUMBER 6056-CMC-R-6**

THIS AGREEMENT made and executed this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Twenty Five **BY AND BETWEEN THE CITY OF CAPE MAY CITY**, a Municipal Corporation in the County of Cape May, New Jersey, hereinafter called the "Municipality", and the **STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION**, hereinafter called the "Department", **WATERSHED & LAND MANAGEMENT, DIVISION OF RESILIENCE ENGINEERING & CONSTRUCTION, OFFICE OF COASTAL ENGINEERING**, hereinafter called the "Office".

WHEREAS, construction of the Lower Cape May Meadows-Cape May Point, New Jersey Ecosystem Restoration Project was authorized by Section 101(a)(25) of the Water Resources Development Act of 1999, Public Law 106-53; and

WHEREAS, the Federal Government (hereinafter referred to as the "Government" or "Federal Sponsor") and the Department (hereinafter referred to as the "Non-Federal Sponsor"), entered into a Project Cooperation Agreement ("PCA") on July 28, 2003, attached hereto as Appendix D, for the initial construction of the Lower Cape May Meadows-Cape May Point, New Jersey Ecosystem Restoration Project (hereinafter "Project"), which provided for ecosystem restoration features, shore protection features, and periodic sand

nourishment at intervals specified in the PCA, and any additional work, if necessary, along the ocean shorefront; and

WHEREAS, upon receipt of the real property interests necessary for Project 6056, the Government and Non-Federal Sponsor completed initial construction of beachfill features including dune and berm for Project 6056 in 2005; and

WHEREAS, the first partial renourishment was completed in 2008/2009; and the second partial renourishment was completed in 2010/2011, Office file number 6056-R2; and the third partial renourishment was completed in 2012/2013, Office file number 6056-R3; and the fourth partial renourishment was completed in 2016/2017 Office file number 6056-R4; and the fifth partial renourishment, the Cove Beach Area (hereinafter "Cove Beach") was completed in 2021, Office file number 6056-R-5; and

WHEREAS, future renourishment costs over the fifty-year life of Project 6056 is 80.5% federal and 19.5% non-federal, as set forth in the PCA. In the event of periodic renourishments, 75% of the non-federal share will be paid by the Department and the remaining 25% will be paid by the Municipality, and each future renourishment will be subject to a subsequent State Aid Agreement; and

WHEREAS, the periodic renourishment portion of Project 6056 is authorized for fifty years at a four-year renourishment cycle; and

WHEREAS, Cove Beach, is located between the 3<sup>rd</sup> Avenue Groin and the Lower Township boundary, and is within Project 6056 area; and

WHEREAS, the sixth renourishment 6056-R-6 was completed in February 2025 in a portion of the Project known as Cove Beach, utilizing sand back passing from the Nature Conservancy and Cape May Point State Park beach areas and where the total cost of the

Project within the City of Cape May, inclusive of work performed on the Nature Conservancy property is estimated to be \$2,772,037.19 with the Federal Government's 80.5% share at \$2,231,489.94 and the non-federal 19.5% share at \$540,547.25 with the Department paying 75% of the non-federal share at \$405,410.44 and the local 25% share is \$135,136.81, as detailed in Appendix A; and

WHEREAS, the Municipal share of the Project cost, exclusive of work performed on the Nature Conservancy Property is \$106,902.06, as further detailed in Appendix A; and

WHEREAS, the Office has the full authority to perform all of its responsibilities for the Project under New Jersey P.L. 1992, c. 148, P.L. 1995, c. 19 and N.J.S.A. 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for both projects under N.J.S.A. 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and the applicable municipal code, and the Mayor of the Municipality is duly authorized to enter this Agreement; and

WHEREAS, as required by previous State Aid Agreements, within the Project 6056 the Municipality currently provides public access to the beach at Beach Avenue and Mount Vernon Avenue, and currently provides parking on Municipal streets per Municipal Ordinance, and provides beachfront restroom facilities along Beach Avenue at its intersection with Broadway and at other locations along Beach Avenue; and

WHEREAS, the Department and the Municipality desire to enter into this State Aid Agreement for the sixth renourishment of Project 6065, (hereinafter "Project 6056-R-6"); and



NOW THEREFORE, both parties hereto do mutually agree as follows:

(1) Unless otherwise stated in this Agreement, the rights and obligations set forth in the State Aid Agreement for initial construction and any subsequently executed State Aid Agreements are still in effect.

(2) The Department will pay 75% and the Municipality will pay 25% of the funding for the sixth renourishment phase of the Project. The total cost to the Municipality, for its share of the Project, as detailed in Appendix A, is estimated to be **\$106,902.06**. The Municipality shall make full payment within 30 days of receipt of this fully executed Agreement.

(3) All parties understand and agree that the intent of these Projects is to provide shoreline stabilization and storm damage reduction along the Atlantic Ocean in the City of Cape May City. This Project has been designed by the Corps and reviewed and approved by the Department and the Municipality. Due to natural forces and/or changing conditions, there is no guarantee that the beachfill will persist or maintain its engineering integrity and effectiveness post construction.

(4) The Municipality shall continue to acknowledge all property interests and rights previously provided to the Department necessary for construction, operation, and maintenance of the Project, as listed in Appendix B. This includes, allowing the Corps, the Office, the Department and their representatives, agents, contractors and assigns the right to access and conduct Project operations along the beachfront during and after periods of construction, surveillance, monitoring, engineering, and environmental data collection and for protection of threatened and endangered wildlife and vegetation. Project operations shall include any activities necessary for effecting or verifying any provisions of this Agreement. Should changing conditions require additional property interests necessary specifically for this phase of the Project, the Office shall identify such interests and the Municipality shall provide same prior to the start of renourishment.

(5) The Municipality shall continue to provide and maintain all existing public access and public parking. All public access resulting from the operation of this Agreement shall be provided in a nondiscriminatory manner in accordance with the laws of the State of New Jersey.

(6) In satisfying its obligations in this Agreement, the Municipality is responsible for any required permits and shall comply with all the Department's Coastal Zone Management Rules (N.J.A.C. 7:7 et seq.) including but not limited to: Dunes (7:7-9.16); Overwash Areas (7:7-9.17); Coastal High Hazard Areas (7:7-9.18); Erosion Hazard Areas (7:7-9.19); Beaches (7:7-9.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7-9.36); Coastal Engineering (7:7-15.11); and Public Access (7:7-16.9), as amended.

(7) The Municipality's obligation to create a Beach Management Plan for the management of Federal and State endangered species, previously agreed to in the State Aid Agreement 6056-R-2 and in subsequent renourishment State Aid Agreements remain in full effect.

The federally approved management plan entitled, **City of Cape May Beach Management Plan for the Protection of Federally & State-Listed Species**, dated March 2008 was approved by the U.S. Fish and Wildlife Service Department's Endangered and Nongame Species Program and adopted by Municipal resolution No. 48-03-2008, attached in Appendix C. The plan expired in 2013 and shall be reviewed, updated, approved, and adopted accordingly. The Municipality shall abide by the above referenced expired plan until it is updated and reapproved. The Municipality must make initial contact with the U.S. Fish and Wildlife Service within thirty (30) days of receiving the executed copy of this Agreement. The Municipality must submit a draft beach species management plan within six (6) months of making initial contact and have a final executed agreement within 6 months of the U.S. Fish and Wildlife Plan approval.

U.S. Fish and Wildlife contact information:

U.S. Fish and Wildlife Service  
New Jersey Field Department  
Eric Schrading, Field Office Supervisor  
4 E. Jimmie Leeds Road, Suite 4  
Galloway, New Jersey 08205  
(609) 646-9310

Per the previously approved federal beach management plan specified above, Cove Beach is designated as an endangered species precautionary zone, which balances human recreational activity and species protection, and changes to the Cove Beach's zone designation or the activities it encompasses require approval by United States Fish and Wildlife Service (USFWS), New Jersey Department of Environmental Protection-Endangered and Nongame Species Program (ENSP) and the Municipality. Per ENSP, Cove Beach does not receive preseason symbolic fencing, although if listed species take residence, exclusionary fencing will be erected in accordance with the plan and USFWS guidelines for managing piping plover.

(8) The Municipality as a public entity recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine in accordance with the laws of the State of New Jersey, including N.J.S.A. 13:1D-150 through 13:1D-156, as well as enforce the public use and access rights provided for in the perpetual easements for the properties listed in Appendix B.

(9) Once any portion of the Project is completed, accepted, and conveyed, the Municipality is responsible for all future maintenance and costs associated with upkeep and repair of the Project between jointly performed beach renourishments. The Municipality is not required to independently perform Project renourishment. In order to perform certain beach and dune maintenance activities, the Municipality must have a valid beach and dune maintenance permit issued from the Department's Division of Land Resource Protection.



(10) Bulldozing, excavation, or mechanical alteration of any dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities (N.J.A.C. 7:7-10) as well as its Dunes rule (N.J.A.C. 7:7-9.16).

(11) All Project costs are estimates subject to adjustment by the Federal Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Federal Government, the Department, and the Municipality. The cost of the Project may increase due to unforeseen reasons and the final cost will be based on actual cost as documented by records maintained by the Office. The cost of the Project may also increase due to requested betterments, i.e., additional work to the Project paid for at 100% cost by the Non-Federal Sponsor at a 75% / 25% cost share or 100% by the Municipality for non-shore protection work. The Office will provide written notification to the Municipality for the Municipality's share of any increase in Project cost, prior to the closeout of the construction contract for the Project. The Municipality shall make payment within 30 days of its receipt of the written notification, unless the Office agrees to a longer time period.

(12) If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, then the Office reserves all legal recourse including but not limited to seeking injunctive relief to force compliance or commencing an action in a court of appropriate jurisdiction to obtain an accounting and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses if available by law. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, the Office reserves the right to cease its performance under this Agreement. Further, if the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required, the Office reserves the right to withhold from the Municipality payment of funds for present or future work on any phase of the Project necessary for the Office to recover that share of the funding

that the Municipality has failed to provide. Prior to instituting any action under this provision, the Office shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future shore protection funds may be impacted.

(13) If the Municipality does not fully comply with any requirement set forth in this Agreement, the Municipality will be in breach of its obligations under this Agreement. Prior to instituting any action under this provision, the Department shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. The Department, in its sole discretion, may authorize an extension of time for compliance beyond the 60-day cure period. If the Municipality fails to cure the breach or nonpayment and the Department elects not to extend the time for compliance, the Municipality will be deemed in breach, and the Department may exercise any remedy available to it under this Agreement or at law or equity, including, but not limited to: (i) a remedy to require specific performance by the Municipality of its obligations under this Agreement; (ii) an action in a court of appropriate jurisdiction to obtain an accounting and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future flood protection projects may be impacted.

(14) If the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required or otherwise breaches any obligation under this Agreement the Department reserves the right to: (i) cease its performance under this Agreement; (ii) withhold from the Municipality payment of funds for present or future work on any phase of the Project.

(15) If the Department fails to receive annual appropriations of the Federal share provided for under the PCA in amounts sufficient to meet the Project costs for the then current or



upcoming fiscal year, the Office shall so notify the Municipality in writing, and 60 days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Office receives sufficient appropriations or until either party elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.

(16) All notices under this Agreement shall be in writing to:

For the Office:

Bureau Chief  
Office of Coastal Engineering  
1510 Hooper Avenue, Suite 140  
Toms River, New Jersey 08753

For the Municipality:

The Honorable Zachary Mullock, Mayor  
City of Cape May City  
643 Washington Street  
Cape May, NJ 08204

(17) The Municipality herein represents that it has complied with all conditions and obligations imposed by any prior State Aid Agreements with the Department or the Office or has entered into a compliance schedule, which is made a part of this Agreement by reference. Unless otherwise stated in this Agreement, all previous State Aid Agreement rights and obligations remain in effect.

(18) The waiver of a breach of any of the terms or conditions of this Agreement by the Office or the Department shall not constitute a waiver of any subsequent breach. Any consent by the Office to a delay in the Municipality's performance of any obligation shall apply only to the particular transaction to which the consent to delay relates, and it shall not be applicable to any other obligation or transaction under this Agreement.



(19) In the event that any one or more of the provisions of this Agreement shall be determined to be void, invalid, or unenforceable by a court of competent jurisdiction, or by law, such determination will not render the remainder of this Agreement void, invalid, or unenforceable and the remaining provisions hereof shall remain in full force and effect.

(20) Nothing contained herein shall be construed so as to create rights in any third party.

(21) This Agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.

(22) This Agreement may be executed in counterparts. This Agreement is not considered fully executed until the Department signs this Agreement. The first page of this Agreement shall reflect the effective date of this Agreement upon Department execution.

(23) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

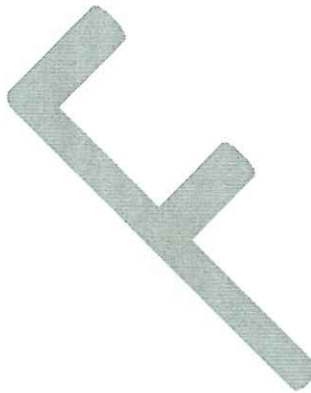
(24) The Municipality acknowledges all lands now or formerly flowed by the mean high tide, which were not previously conveyed by the State of New Jersey as riparian grants, continue to be owned by the State of New Jersey and that title to any lands which cease to be flowed by the mean high tide as a result of the shore protection or dredging project remain in the State of New Jersey.

**IN WITNESS WHEREOF, the Municipality and the Office have hereunto set their respective names on the day and year first above written.**

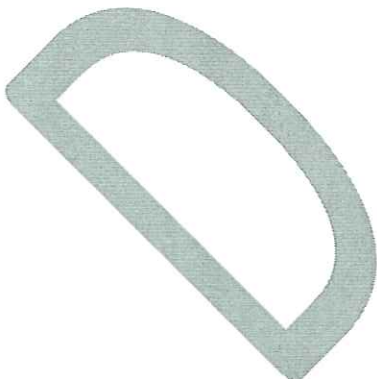
**CITY OF CAPE MAY CITY**

ATTESTED:

BY \_\_\_\_\_  
Zachary Mullock  
Mayor  
City of Cape May City



BY \_\_\_\_\_  
Erin C. Burke, RMC, CMR  
Clerk  
City of Cape May City



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATERSHED AND LAND MANAGEMENT  
DIVISION OF RESILIENCE ENGINEERING & CONSTRUCTION  
OFFICE OF COASTAL ENGINEERING**

ATTESTED:

BY \_\_\_\_\_  
Kelley Staffieri  
Bureau Chief  
Office of Coastal Engineering

APPROVED:

BY \_\_\_\_\_  
Dennis Reinknecht  
Director  
Division of Resilience Engineering & Construction

AUTHORIZED:

BY \_\_\_\_\_  
Jennifer Moriarty  
Assistant Commissioner  
Watershed and Land Management

The aforementioned Agreement has been reviewed and approved as to form.

Matthew J. Platkin  
Attorney General of New Jersey

BY \_\_\_\_\_  
David C. Apy  
Assistant Attorney General



**APPENDIX A****LOWER CAPE MAY MEADOWS TO CAPE MAY POINT, NEW JERSEY****ECOSYSTEM RESTORATION PROJECT****SIXTH NOURISHMENT CYCLE****PROJECT NUMBER 6056-CMC-R6-24****CITY OF CAPE MAY CITY COST SHARING ANALYSIS****FEDERAL AND NON-FEDERAL COST SHARE:**

The total cost including mobilization/demobilization for the beach renourishment within the City of Cape May, inclusive of the work performed on Nature Conservancy Property is estimated to be \$2,772,037.19. The total cost to the Municipality, exclusive of the work performed on the Nature Conservancy Property is estimated to be \$106,902.06. The project is to be shared between the Federal and Non-Federal Sponsors as follows:

**TOTAL PROJECT COST FOR THE BEACH RENOURISHMENT INCLUDES MOBILIZATION AND DEMOBILIZATION& E&D and S&A:**

Structures Monitoring	\$ 768,282.00
Sand Excavation - 51,012 CY @ \$ 5.40/CY	\$ 275,464.80
Additional Insurance	\$ 1.00
Option 5, Sand Island 1 - 3,380 CY @ \$ 6.50/CY	\$ 21,970.00
Option 6, Sand Island 2 - 4,863 CY @ \$ 5.20/CY	\$ 25,287.60
Option 7, Sand Island 3 - 5,156 CY @ \$ 5.50/CY	\$ 28,358.00
E&D/S&A	\$1,652,673.79
Total	\$2,772,037.19

**FEDERAL AND NON-FEDERAL COST SHARE**

80.5% Federal Share	\$ 2,231,489.94
19.5% Non-Federal Share	\$ 540,547.25
Total	\$ 2,772,037.19

**NON-FEDERAL COST SHARE**

75% State of New Jersey Share	\$ 405,410.44
25% Local Share	\$ 135,136.81
Total	\$ 540,547.25

**APPENDIX A (CONTINUED)****LOCAL COST SHARES**

**THE TOTAL LOCAL COST SHARE OF \$135,136.81 IS DIVIDED BETWEEN THE CITY OF CAPE MAY AND THE NATURE CONSERVANCY WITH THE CITY OF CAPE MAY PAYING 79.2% AND THE NATURE CONSERVANCY PAYING 20.8% OF THE NON SAND COSTS, (BASED ON TOTAL PERCENTAGE OF SAND PLACEMENT):**

**COST FOR THE NATURE CONSERVANCY BEACH RENOURISHMENT PORTION (13,399 CY OF SAND) (20.8%):**

Structure Monitoring (20.8%)	\$ 7,790.38
Option 5, Sand Island 1 - 3,380 CY @ \$ 6.50/CY (100%)	\$ 1,071.04
Option 6, Sand Island 2 - 4,863 CY @ \$ 5.20/CY (100%)	\$ 1,232.77
Option 7, Sand Island 3 - 5,156 CY @ \$ 5.50/CY (100%)	\$ 1,382.45
Additional Insurance (20.8%)	\$ 0.01
E&D/S&A (20.8%)	\$ 16,758.11
Total	\$ 28,234.76

**COST FOR CITY OF CAPE MAY CITY BEACH RENOURISHMENT PORTION (51,012 CY OF SAND) (79.2%)**

Structures Monitoring (79.2%)	\$ 29,663.37
Sand Excavation - 51,012 CY @ \$ 5.40/CY (100%)	\$ 13,428.91
Additional Insurance (79.2%)	\$ 0.04
E&D/S&A (79.2%)	\$ 63,809.74
Total	\$ 106,902.06

**CITY OF CAPE MAY CITY PROJECT 6056-R-6 COST SHARE**

**\$ 106,902.06**

**APPENDIX B**

**LOWER CAPE MAY MEADOWS TO CAPE MAY POINT, NEW JERSEY  
ECOSYSTEM RESTORATION PROJECT  
SIXTH NOURISHMENT CYCLE  
PROJECT NUMBER 6056-R-6**

**FLAT BEACH PERPETUAL EASEMENTS WERE ACQUIRED FOR:**

<b>BLOCK</b>	<b>LOT</b>	<b>DESCRIPTIONS/REMARKS</b>
1000	6-8.01, INCLUSIVE	CAPE MAY CITY – OBTAINED
1004	1-7, INCLUSIVE	CAPE MAY CITY – OBTAINED
1005	1	CAPE MAY CITY – OBTAINED
1006	8-25, INCLUSIVE	CAPE MAY CITY – OBTAINED
1008	8-19, INCLUSIVE	CAPE MAY CITY – OBTAINED
1010	13-14, INCLUSIVE	CAPE MAY CITY - OBTAINED



**APPENDIX C**  
**BEACH MANAGEMENT PLAN**

REF

**APPENDIX D**  
**THE PCA**

DA

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

**RESOLUTION NO. 251-08-2025**

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ENTER INTO A PUBLIC-PRIVATE CONTRACT PURSUANT TO THE NEW JERSEY WATER SUPPLY PUBLIC-PRIVATE CONTRACTING ACT FOR TANK MAINTENANCE**

**WHEREAS**, the New Jersey Water Supply Public-Private Contracting Act (the "Act"), N.J.S.A. 58:26-19 et seq., allows for a public entity to enter into an agreement, not to exceed forty (40) years, with a private firm for the operation, maintenance or construction of a water supply facility; and

**WHEREAS**, after consultation with the Water Sewer Department and the City Manager, the City Council has determined that it may be most efficient and cost effective for the City to contract for certain tank maintenance pursuant to the Act; and

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-5), contracts for the provision of water supply services entered pursuant to N.J.S.A. 58:26-10 et al. may be negotiated and awarded by governing body pursuant to the Act and the utilizing the process described herein; and

**WHEREAS**, the Act requires that the notice of intent be published in at least two (2) newspapers describing the type of services desired; and

**WHEREAS**, pursuant to N.J.S.A. 58:26-23, a public entity must notify the New Jersey Board of Public Utilities, the New Jersey Department of Environmental Protection and the Local Finance Board within the Division of Local Government Services in the Department of Community Affairs of its intent to enter a contract with a private firm for the provision of water supply services; and

**WHEREAS**, pursuant to N.J.S.A. 58:26-23, the public entity may provide for the submission of proposals by private firms meeting the minimum qualifications and standards set forth by the City for the proposed water supply services and the time period for submittal shall be no less than thirty (30) days from the date of the publication of the notice for submission of proposals; and

**WHEREAS**, the City may then select one qualified proposal from among those submitted and negotiate a contract for the proposed services. The City will provide reasons in writing for the selection of the qualified proposal which shall be available upon request; and

**WHEREAS**, pursuant to N.J.S.A. 58:26-24, the City will then conduct a public hearing on the proposed negotiated contract and will provide at least fourteen (14) days' notice of the hearing by publication prior to the date of the hearing. Additionally, the record of the public hearing will be kept open for a period of seven (7) days following the conclusion of the hearing, during which time interested parties may submit written statements to be included in a final hearing report to be prepared by the City; and



**WHEREAS**, after the public hearing, a resolution authorizing the proposed contract may be introduced at the first meeting of the City Council after the public hearing pursuant to N.J.S.A. 58:26-24; and

**WHEREAS**, after the public hearing and resolution authorizing the contract, the City will then apply for approval to the New Jersey Board of Public Utilities (NJBPU), New Jersey Department of Environmental Protection (NJDEP), and the Division of Local Government Services in the Department of Community Affairs (DCA). Within sixty (60) days of their receipt of the application, these agencies shall approve, conditionally approve, or provide any comments unless otherwise extended by the City; and

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

1. The City of Cape May is hereby authorized to publish of intent and advertise for a public-private contract in accordance with the provisions of N.J.S.A. 58:26-19 et seq.
2. The City Clerk shall notify the New Jersey Board of Public Utilities, the New Jersey Department of Environmental Protection and the Local Finance Board in writing of the City's intent to enter a contract pursuant to the Act.
3. The City Manager, City Clerk, Qualified Purchasing Agent, and all other appropriate City officials are hereby authorized and directed to give effect to this Resolution.
4. This resolution shall take effect according 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 August 5, 2025.

---

Erin C. Burke, City Clerk

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

cc: City Manager  
QPA  
Water Department

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

**RESOLUTION NO. 252-08-2025**

**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 July 31, 2025 for the amount of: \$1,055,510.09

Current Fund Appropriations	\$510,149.92
Water/Sewer Utility Operating Fund	\$65,126.61
Tourism Utility Fund	\$136,038.96
General Capital Improvements	\$181,896.94
Water/Sewer Capital Improvements	\$84,499.25
Escrow Special Account	\$15,680.00
Trust Fund	\$2,346.00
Grant Fund	\$36,078.64
Beach Utility Fund Appropriations	\$23,693.77
Beach Utility Capital Improvements	
	<hr/> <b>\$ 1,055,510.09</b> <hr/>

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 August 5, 2025.

\_\_\_\_\_  
Erin C. Burke, City Clerk

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

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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
00006	CENTRAL JERSEY EQUIPMENT, LLC								
		25-01616	07/16/25	PARTS / EQUIPT SHOP	Open	984.00	0.00		
		25-01706	07/24/25	S&R DPW GARAGE	Open	<u>190.21</u>	0.00		
						1,174.21			
00038	CMC MUA								
		25-01651	07/18/25	JUNE 2025	Open	4,338.39	0.00		
00046	SAMPLE MEDIA INC								
		25-01572	07/14/25	summer concert advertising	Open	900.00	0.00		
00055	CMC TREASURER'S OFFICE								
		25-01565	07/14/25	DISPATCH SERVICES 3RD Q 2025	Open	61,250.00	0.00		
00063	CAPE MAY CITY BOARD EDUCATION								
		25-01688	07/23/25	LOCAL SCHOOL TAX 2025 AUGUST	Open	163,549.00	0.00		
00077	ATLANTIC CITY ELECTRIC								
		25-01563	07/11/25	JUNE ELECTRIC CHARGES	Open	23,311.18	0.00		
		25-01624	07/17/25	JULY ELECTRIC CHARGES	Open	49,362.36	0.00		
		25-01690	07/24/25	JULY ELECTRIC CHARGES	Open	1,059.05	0.00		
		25-01691	07/24/25	JULY ELECTRIC CHARGES	Open	14,722.21	0.00		
		25-01692	07/24/25	JULY ELECTRIC CHARGES	Open	12,139.40	0.00		
		25-01693	07/24/25	JULY ELECTRIC CHARGES	Open	2,798.82	0.00		
		25-01694	07/24/25	JULY ELECTRIC CHARGES	Open	<u>1,579.92</u>	0.00		
						104,972.94			
00092	VERIZON WIRELESS								
		25-01623	07/17/25	PD WIRELESS 242537288-00001	Open	2,044.45	0.00		
		25-01699	07/24/25	WIRELESS BILL 542308248-00001	Open	<u>2,766.63</u>	0.00		
						4,811.08			
00139	AMERICAN GAS LAMP WORKS								
		25-01318	06/16/25	15 PERRY STREET INS CLAIM	Open	1,856.00	0.00		
00151	SMELTZER & SONS FEED SUPPLY								
		25-01611	07/16/25	JULY 2025 MULCH & TOP SOIL	Open	536.00	0.00		
00180	CAPE WINDS FLORIST								
		25-01637	07/18/25	queen maysea 2025	Open	533.05	0.00		
00312	LCMR SCHOOL DISTRICT								
		25-01586	07/14/25	2025 Independence day parade	Open	450.00	0.00		
		25-01590	07/14/25	Camp Cape May field Trips	Open	<u>2,032.00</u>	0.00		
						2,482.00			



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Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description					
00341	MGL FORMS-SYSTEMS, LLC						
25-00639	03/27/25	2025-26 Tax Bills	open	1,217.00	0.00		
00351	SNAP-ON TOOLS COMPANY						
25-01498	07/02/25	DPW SHOP JUNE 7, 2025	open	239.40	0.00		
00358	VERIZON						
25-01556	07/11/25	ACCT# 250-431-142-0001-85	open	115.45	0.00		
25-01697	07/24/25	ACCT# 250-747-575-0001-80	open	4,213.93	0.00		
25-01698	07/24/25	ACCT# 250-747-564-0001-26	open	123.78	0.00		
				4,453.16			
00369	TREASURER STATE OF NJ						
25-01654	07/21/25	MARRIAGE/CIVIL UNION FEES 2NDQ	open	1,050.00	0.00		
00386	PEDRONI FUEL COMPANY						
25-01667	07/21/25	JUNE 2025 INVOICES	open	12,619.93	0.00		
00419	RUTGERS, THE STATE UNIV OF NJ						
25-01680	07/22/25	Taub CFO Classes	open	2,259.00	0.00		
25-01705	07/24/25	Property Tax Admin. 1 Class	open	944.00	0.00		
				3,203.00			
00429	SEA GEAR MARINE SUPPLY INC						
25-01400	06/25/25	2025 staff polos	open	436.00	0.00		
25-01479	07/02/25	RAIN GEAR NEW HIRE L GETNER	open	409.97	0.00		
				845.97			
00451	SOUTH JERSEY GAS CO						
25-01568	07/14/25	GAS BILLING 5/29/25-6/27/25	open	2,552.58	0.00		
25-01689	07/24/25	GAS BILLING 6/11/25-7/16/25	open	1,154.33	0.00		
				3,706.91			
00457	SHOPRITE MARKETS						
25-01630	07/18/25	2025 open invoices	open	895.96	0.00		
00462	SWAIN'S/ACE HARDWARE INC						
25-01365	06/23/25	BUILDING & GROUNDS DIVIDED	open	3,020.50	0.00		
25-01588	07/14/25	June Invoice	open	527.19	0.00		
25-01629	07/18/25	2025 open invoices	open	1,663.66	0.00		
25-01675	07/21/25	BUILDING & GROUNDS JUNE 2025	open	3,206.79	0.00		
25-01681	07/22/25	JUNE 2025 INVOICES S/R	open	274.12	0.00		
25-01682	07/22/25	TRAFFIC MAINT JUNE 2025 INV	open	340.53	0.00		
				9,032.79			
00464	TAC PRINTING & COMPUTER SRVC						
25-01724	07/25/25	EMERGENCY SERVICES MAILERS	open	440.00	0.00		
00519	CAPE MAY COUNTY HERALD						
25-01542	07/10/25	LEGAL ADVERTISEMENTS	open	226.02	0.00		
25-01543	07/10/25	LEGAL ADVERTISEMENTS	open	243.46	0.00		
25-01570	07/14/25	PB MEETING 6-24-25 LEGAL AD	open	50.03	0.00		
25-01582	07/14/25	summer concert advertising	open	230.77	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
00519	CAPE MAY COUNTY HERALD	Continued				
25-01609	07/16/25 summer concert advertising	Open	230.77	0.00		
25-01622	07/16/25 LEGAL ADVERTISEMENTS	Open	227.36	0.00		
25-01643	07/18/25 summer concert advertising	Open	230.77	0.00		
25-01679	07/22/25 LEGAL ADVERTISEMENTS	Open	96.94	0.00		
25-01704	07/24/25 LEGAL NOTICES: ZB & HPC	Open	71.93	0.00		
25-01716	07/24/25 advertising 2025	Open	230.77	0.00		
			1,838.82			
00548	JERSEY CAPE DOOR CORP					
25-00802	04/22/25 DPW GARAGE DOOR S/R	Open	5,643.00	0.00		
00750	CAPRIONI PORTABLE TOILETS INC					
25-01483	07/02/25 MONTHLY SERVICES	Open	1,510.00	0.00		
25-01615	07/16/25 LAFAYETTE STREET PARK 2025	Open	240.00	0.00		
25-01708	07/24/25 SPECIAL EVENT HARBOR FEST	Open	1,270.00	0.00		
			3,020.00			
00760	CONGRESS STREET BRASS BAND					
25-01638	07/18/25 Indep. parade and Rotary 7/11	Open	1,000.00	0.00		
00770	BEAVER SUPPLY INC					
25-01478	07/02/25 RIVER ROCK - LAFAYETTE ST	Open	491.67	0.00		
00778	MENEAR'S LANDSCAPING, INC					
25-01550	07/10/25 JUNE 2025 WORK ORDERS	Open	4,871.25	0.00		
00808	CAMPBELL SUPPLY					
25-01683	07/22/25 DPW #122 VEHICLE MAINT	Open	451.95	0.00		
00863	INDUSTRIAL DRUM CO INC					
25-00606	03/27/25 55 GALLON RECON STEEL DRUMS	Open	3,600.00	0.00		
00878	FLYING FISH STUDIO					
25-01579	07/14/25 camp counselor tank tops	Open	27.40	0.00		
00898	M S BROWN JEWELERS					
25-01718	07/24/25 queen may sea/baby parade	Open	929.00	0.00		
00910	SOUTH JERSEY WELDING SUPPLY CO					
25-01676	07/21/25 oxygen	Open	238.08	0.00		
00957	ACE PLUMBING & ELECTRICAL SUPP					
25-01485	07/02/25 JUNE 2025 FIRE HOUSE	Open	603.90	0.00		
01003	TOWNSHIP OF LOWER					
25-01729	07/28/25 3RD QTR TAXES WELLS	Open	318.66	0.00		
01764	TREASURER - STATE OF NJ					
25-01603	07/15/25 2025 NJPDES ANNUAL PERMIT FEE	Open	1,050.00	0.00		
01968	XTEL COMMUNICATIONS					
25-01564	07/11/25 CHARGES LONG DISTANCE	Open	1,573.23	0.00		



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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02018	DESATNICK'S WINDOW FASH LLC								
		25-00238	02/05/25	CONVENTION HALL MEETING ROOM	Open	4,456.27	0.00		
02060	NJ DEPT OF HEALTH CN369								
		25-01541	07/10/25	JUNE 2025 DOG LICENSE REPORT	Open	15.00	0.00		
02266	S & S WORLDWIDE INC								
		25-01230	06/05/25	2025 camp supplies	Open	361.30	0.00		
02462	CUMMINS POWER SYSTEMS INC								
		25-01496	07/02/25	CAPE MAY ELEMENTRY GENERATOR	Open	1,240.81	0.00		
02622	TRIAD ADVISORY SERV, INC								
		25-00912	05/05/25	DESAL PROJ IMPLEMENT/GRANT ADM	Open	350.00	0.00		B
		25-01545	07/10/25	TECHNICAL/GENERAL SERVICES APR	Open	1,956.25	0.00		
		25-01547	07/10/25	TECHNICAL/GENERAL SERVICES MAY	Open	1,550.00	0.00		
						3,856.25			
02700	GRAINGER INC								
		25-01467	07/02/25	JUNE 2025 INVOICES	Open	1,976.42	0.00		
02721	CAPE MAY WICKER								
		25-01513	07/07/25	queen maysea chair/throne	Open	199.80	0.00		
03242	AMBASSADOR MEDICAL SERVICES								
		25-01480	07/02/25	JUNE 9, 2025 TESTING DPW	Open	240.00	0.00		
03458	DISCOUNT HYDRAULIC CORP								
		25-01464	07/02/25	DPW GARAGE HOSE - JUNE 2, 2025	Open	391.63	0.00		
03471	KEEN COMPRESSED GAS CO INC								
		25-01482	07/02/25	MAY 31, 2025 DPW GARAGE	Open	45.68	0.00		
03567	SOUTH JERSEY PAPER PRODUCTS								
		25-01497	07/02/25	CONVENTION HALL	Open	438.28	0.00		
03639	VECTOR SECURITY, INC								
		25-01684	07/22/25	JUNE 2025 INVOICES B&G	Open	1,331.03	0.00		
03675	HOME DEPOT								
		25-01409	06/25/25	MAY 2025 INVOICES	Open	3,277.44	0.00		
		25-01669	07/21/25	JUNE 2025 INVOICES	Open	2,309.39	0.00		
						5,586.83			
03724	CAPE ISLAND GARDENS								
		25-01465	07/02/25	JUNE 2025 LANDSCAPING LANTANA	Open	607.90	0.00		
		25-01608	07/16/25	FLEMING TUNA CLUB	Open	187.66	0.00		
		25-01649	07/18/25	FLATS OF VINCA JULY 2025	Open	86.40	0.00		
						881.96			
03893	COMCAST								
		25-01561	07/11/25	ACCT# 8499 05 007 0020686	Open	693.24	0.00		
		25-01562	07/11/25	ACCT# 8499 05 006 0028459 PD	Open	60.04	0.00		



Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description					
03893	COMCAST	Continued					
25-01696	07/24/25	ACCT# 8499 05 006 0290562	Open	672.15	0.00		
				1,425.43			
03985	RICOH USA, INC.						
25-01597	07/15/25	COPIER SERVICES 7/3-8/2/25 SUB	Open	49.46	0.00		
25-01598	07/15/25	COPIER SERVICES 8/2-9/1/25 PD	Open	167.44	0.00		
25-01599	07/15/25	COPIER SERVICES 7/1/25-7/31/25	Open	904.27	0.00		
25-01600	07/15/25	COPIER SERVICES 7/1-7/31 BCHTG	Open	139.38	0.00		
25-01601	07/15/25	COPIER SERVICES 7/3/25-8/2/25	Open	614.00	0.00		
25-01602	07/15/25	COPIER SERVICES 7/3/25-8/2/25	Open	185.90	0.00		
25-01626	07/17/25	IM7000 CLERK 7/5/25-8/4/25	Open	700.08	0.00		
				2,760.53			
04208	LESSIG, RICH						
25-01518	07/07/25	2025 magic shows	Open	700.00	0.00		
25-01584	07/14/25	august 2025 shows	Open	700.00	0.00		
				1,400.00			
04537	W.B. MASON COMPANY, INC.						
25-00760	04/17/25	office supplies	Open	105.20	0.00		
25-01315	06/13/25	Tax Collector Supplies	Open	454.50	0.00		
25-01370	06/23/25	Misc office supplies ink	Open	773.72	0.00		
25-01372	06/23/25	office supplies	Open	113.65	0.00		
25-01506	07/02/25	WB Mason Ink for Fax/print	Open	40.00	0.00		
25-01587	07/14/25	CH and CMCC office supplies	Open	356.44	0.00		
25-01593	07/14/25	OFFICE SUPPLIES	Open	192.66	0.00		
25-01605	07/16/25	COPY PAPER 8.5 X 11	Open	328.20	0.00		
25-01618	07/16/25	Judge pens and Office Supplies	Open	91.25	0.00		
				2,455.62			
04600	KNOX ASSOCIATES, INC						
25-01171	06/02/25	knox box	Open	535.00	0.00		
04687	GARY'S AUTOMOTIVE						
25-01686	07/22/25	DPW DIESEL NJ STATE INSPECTION	Open	127.50	0.00		
05050	COFFEY, GREG						
25-01317	06/16/25	REIMBURSE FOR DUPLICATE PMT	Open	150.00	0.00		
05052	SEASHORE SOUND						
25-01574	07/14/25	Rotary park 7/11-7/21	Open	1,800.00	0.00		
05055	SHADY & DIANA T-A BLUE MOON PZ						
25-01589	07/14/25	camp cape may pizza party	Open	298.20	0.00		
05168	KEMPTON FLAG						
25-01614	07/16/25	US FLAG 5X8	Open	454.00	0.00		
05191	FRANKLIN ALARM COMPANY						
25-01500	07/02/25	JUNE 2025 INVOICES	Open	518.00	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
05202	ONE CALL CONCEPTS, INC.								
	25-01514	07/07/25	Markouts	open	3,208.42	0.00			
05246	OAR HOUSE, LLC								
	25-01644	07/18/25	Beach Oars	open	2,210.00	0.00			
05333	COLONIAL ELECTRIC								
	25-01481	07/02/25	JUNE 2025 INVOICES	open	137.63	0.00			
	25-01501	07/02/25	JUNE 2025 INVOICES	open	<u>724.43</u>	0.00			
					862.06				
05357	COASTAL BROADCASTING								
	25-01709	07/24/25	2025 radio advertising	open	790.00	0.00			
05363	HADDONSTONE (USA) LTD								
	25-00690	04/08/25	WASH ST MALL FOUNTAIN 2025	open	1,944.19	0.00			B
05564	GOODYEAR AUTO SERVICE CENTER								
	25-01462	07/02/25	TIRES POLICE DEPARTMENT	open	2,072.00	0.00			
05697	TOP NOTCH TREE CARE								
	25-01460	07/02/25	STUMP GRINDING BETWEEN FH & CH	open	200.00	0.00			
	25-01546	07/10/25	PLANTING/MATERIALS AND TREES	open	<u>1,100.00</u>	0.00			
					1,300.00				
05756	ALLEGRA MARKETING PRINT MAIL								
	25-01176	06/03/25	PRINTING PUBLIC NOTICE #70	open	1,549.89	0.00			B
	25-01458	07/02/25	DPW PUBLIC NOTICE RECYCLING	open	<u>2,930.37</u>	0.00			
					4,480.26				
05767	COMCAST								
	25-01625	07/17/25	ACCT 903537395 - CITY HALL	open	448.55	0.00			
05826	RR DONNELLEY								
	25-01401	06/25/25	SAFETY PAPER	open	319.50	0.00			
05846	FRED HALL ORCHESTRA								
	25-01581	07/14/25	2025 Events & parades	open	1,750.00	0.00			
05962	E. TROIANO & SONS								
	25-01687	07/23/25	50/50 SIDEWALK 130 DECATUR ST	open	600.00	0.00			
06005	WIBG								
	25-01575	07/14/25	2025 summer Concert advertisin	open	896.00	0.00			
06072	CAPE MINING AND RECYCLING								
	25-01499	07/02/25	STUMPS TREE PARTS	open	364.50	0.00			
06126	FALASCA MECHANICAL INC								
	25-01476	07/02/25	CONVENTION HALL 5/14/2025	open	1,500.00	0.00			
06174	UNITED UNIFORMS								
	25-01524	07/07/25	Staff T shirts	open	720.00	0.00			



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
06210	AT&T MOBILITY								
		25-01530	07/09/25	COMMAND KIT-ACCT# 287349717841	Open	38.24	0.00		
06337	TEC ELEVATOR INC.								
		25-01486	07/02/25	OCTOBER 2024 INVOICE NOT PAID	Open	236.15	0.00		
		25-01504	07/02/25	APRIL 2025 INVOICE	Open	<u>236.15</u>	0.00		
						472.30			
06666	GOLD MEDAL ENVIRONMENTAL								
		25-01610	07/16/25	JUNE 2025 HAUL OFF FEES	Open	7,308.60	0.00		
06669	NJ LEAGUE OF MUNICIPALITIES								
		25-01512	07/07/25	AD SECRETARY BOARD/COMMSSESSIONS	Open	115.00	0.00		
06744	KIMBALL MIDWEST								
		25-01491	07/02/25	MAY 2025 DPW GARAGE MECHANIC	Open	65.25	0.00		
06834	IDENTIFIX, INC								
		25-01633	07/18/25	ANNUAL - 8/2025 - 8/2026	Open	1,428.00	0.00		
06861	JACK MELTON								
		25-01635	07/18/25	Rotary Park 7/12/25	Open	700.00	0.00		
06870	JB GIGS LLC								
		25-01517	07/07/25	July 31st and August 7th movie	Open	1,900.00	0.00		
		25-01585	07/14/25	2025 Movies	Open	<u>1,900.00</u>	0.00		
						3,800.00			
07171	UPTOWN STRING BAND								
		25-01710	07/24/25	Independence Day Parade 2025	Open	3,400.00	0.00		
07214	MULTI-TEMP MECHANICAL INC.								
		24-03634	12/20/24	CONSTRUCTION OFFICE HVAC/BMS	Open	12,281.71	0.00		
		24-03635	12/20/24	POLICE DEPT HVAC/BMS	Open	<u>18,744.91</u>	0.00		
						31,026.62			
07249	THE STANDARD								
		25-01768	08/01/25	August Basic Life and STD ins.	Open	4,035.10	0.00		
07304	SEA GEAR OUTFITTERS								
		25-01617	07/16/25	ITEMS FOR STREETS & ROADS	Open	136.68	0.00		
07323	LEADER PRINTERS								
		25-01071	05/21/25	OFFICE SUPPLIES	Open	64.00	0.00		
07425	ROSE RELATIONS								
		25-01454	07/02/25	Summer Concert Series 4th pymt	Open	31,000.00	0.00		
07459	AQUA-TREAT, INC								
		25-01463	07/02/25	CONVEN HALL WATER TREATMENT	Open	200.00	0.00		
07474	LINDA MCNALLY MOORE								
		25-01715	07/24/25	rotary park 2025	Open	1,200.00	0.00		



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07704	BLANEY, DONOHUE & WEINBERG, PC								
		25-01595	07/14/25	PROSECUTOR SERVICES JUNE 2025	Open	3,263.97	0.00		
07717	TREASURER, STATE OF NJ								
		25-01604	07/15/25	FIRE REGISTRATION RENEWAL FEE	Open	323.00	0.00		
07896	SHERWOOD LOCK & KEY								
		25-01461	07/02/25	JUNE 2025 INVOICE 31485	Open	113.00	0.00		
07906	BARBER CONSULTING SERVICES								
		25-01551	07/10/25	CLOUD BACKUP RENEWAL	Open	1,200.00	0.00		
		25-01566	07/14/25	MIS OT	Open	<u>1,957.50</u>	0.00		
						3,157.50			
08269	JC EHRLICH								
		25-01484	07/02/25	JUNE 2025 INVOICES	Open	776.63	0.00		
		25-01653	07/18/25	JUNE 2025 INVOICES	Open	<u>1,429.46</u>	0.00		
						2,206.09			
08504	DeBLASIO & ASSOCIATES								
		24-01753	06/10/24	PROMENADE SURVEY/BASE MAPPING	Open	7,063.75	0.00		B
		24-02551	08/13/24	RECONSTRUCTION OF BEACH AVE	Open	373.32	0.00		B
		24-03717	12/27/24	TAX MAP UPDATE	Open	20,226.25	0.00		B
		24-03722	12/27/24	OHIO AVE PROF SERVICES	Open	5,716.25	0.00		B
		25-00051	01/17/25	FY2025 DRINKING WATER APP	Open	17,105.00	0.00		B
		25-00052	01/17/25	FY2025 CLEAN WATER APPLICATION	Open	10,361.25	0.00		B
		25-01538	07/10/25	ENGINEERING SERVICES WENONAH	Open	5,385.00	0.00		
		25-01539	07/10/25	ENGINEERING SERVICES '25 NJDOT	Open	2,000.00	0.00		
		25-01540	07/10/25	ENGINEERING SERVICES '26 NJDOT	Open	<u>2,240.00</u>	0.00		
						70,470.82			
08549	SOUTH JERSEY GLASS & DOOR								
		25-00541	03/20/25	CONVENTION HALL BALL ROOM DOOR	Open	1,298.50	0.00		
08592	BROWN & CONNERY, LLP								
		25-01544	07/10/25	MONTHLY BILLING MAY&JUNE 2025	Open	6,342.30	0.00		
08611	KACIE RATTIGAN								
		25-01580	07/14/25	re-imbursement for laminating	Open	110.97	0.00		
		25-01641	07/18/25	Captain Kidd Supplies	Open	<u>110.88</u>	0.00		
						221.85			
08622	ARCHER & GREINER, PC								
		25-01594	07/14/25	PROFESSIONAL LEGAL SERV JUNE25	Open	1,680.00	0.00		
08713	HOOPS INC.								
		25-01495	07/02/25	BLACK GUSSET PADDING	Open	571.50	0.00		
08717	DIVAL SAFETY EQUIPMENT, INC								
		25-01620	07/16/25	SCBA repair & Test	Open	239.07	0.00		
08723	VBO TICKETS, INC								
		25-01520	07/07/25	June 2025 ticket sales	Open	262.50	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08725	DEBRA DONAHUE								
		25-01576	07/14/25	Rotary park 2025	Open	1,500.00	0.00		
08726	CAPE SHORE JAZZ ORCHESTRA								
		25-01714	07/24/25	Rotary Park 2025	Open	1,200.00	0.00		
08811	CME ASSOCIATES, INC								
		24-01056	04/12/24	CME DESAL PLANT - EPA GRANT	Open	50,966.75	0.00		B
08858	AMAZON CAPITAL SALES, INC.								
		25-01123	05/30/25	RUNNING BOARDS STANDARD CAB	Open	157.08	0.00		
		25-01405	06/25/25	2025 capt kidd supplies	Open	464.20	0.00		
		25-01420	06/25/25	Cellphonebooster/hydrationpack	Open	897.33	0.00		
		25-01489	07/02/25	DPW TREE WATER BAGS	Open	145.63	0.00		
		25-01571	07/14/25	OFFICE CHAIRS (Clerk's Office)	Open	1,002.85	0.00		
		25-01612	07/16/25	Amazon Laptop Order / CMPD x 1	Open	1,122.93	0.00		
		25-01674	07/21/25	5 Tax Collector Stamps	Open	183.75	0.00		
		25-01685	07/22/25	DPW VEHICLE MAINT SHOP	Open	604.54	0.00		
						4,578.31			
08903	DKC CONTRACTORS								
		24-02994	09/26/24	AME CHURCH DEMOLITION	Open	23,865.00	0.00		B
08964	COMCAST BUSINESS								
		25-01560	07/11/25	ACCT# 708741012-MUNICIPAL BLDG	Open	1,057.25	0.00		
08995	KINGBARNES, LLC								
		25-01700	07/24/25	PB/ZB LEGAL FEES	Open	6,710.00	0.00		
09018	EMERGE ARTIST DEVELOPMENT, LLC								
		25-01515	07/07/25	RotaryPark concerts/Harborfest	Open	4,400.00	0.00		
		25-01578	07/14/25	7/4/2025 rotary park	Open	1,200.00	0.00		
		25-01634	07/18/25	Rotary Park 7/14	Open	300.00	0.00		
		25-01713	07/24/25	Rotary Park 2025	Open	1,575.00	0.00		
						7,475.00			
09019	CASSIDY RAIN DUBE								
		25-01636	07/18/25	Rotary Park 7/13/25	Open	1,000.00	0.00		
09020	CHARLES ZAHM								
		25-01516	07/07/25	Rotary Park concert	Open	1,200.00	0.00		
09210	AMCHAR WHOLESALE, INC.								
		25-01613	07/16/25	AmChar Glock 21 Handgun (SWAT)	Open	429.00	0.00		
09384	CINTAS CORPORATION NO.2								
		25-01503	07/02/25	JUNE 26, 2025 SAFETY BX REFILL	Open	116.80	0.00		
		25-01645	07/18/25	Cintas June re-fill	Open	212.48	0.00		
		25-01652	07/18/25	med box refill invoice attachd	Open	207.02	0.00		
		25-01677	07/22/25	CABINET REFILL JULY CITY HALL	Open	78.56	0.00		
		25-01717	07/24/25	July/Aug first aid refill	Open	50.05	0.00		
						664.91			



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09405	KURITA	25-01361	06/23/25	Vitec 4000 Antiscalant	open	15,200.00	0.00		
09439	JASON HOCHMAN	25-01577	07/14/25	2025 Rotary Park concert	open	1,200.00	0.00		
09442	ESRI, INC	25-01417	06/25/25	ArcGIS Online Subscription	open	700.00	0.00		
09443	DLT SOLUTIONS, LLC	25-01416	06/25/25	AutoCAD renewal	open	2,193.07	0.00		
09457	NATIONAL HIGHWAY PRODUCTS, INC	25-01607	07/16/25	PEDESTRIAN STREET SIGNS	open	1,678.20	0.00		
09470	SWOYER SERVICES	25-01640	07/18/25	Beach Safety Social Media	open	1,320.00	0.00		
09485	NORTHEAST ELECTRICAL SERVICES	25-01646	07/18/25	CMC TEMP AC UNIT CITY HALL	Open	2,544.72	0.00		
		25-01668	07/21/25	110 OCEAN STREET METER REPLAC	Open	<u>6,300.00</u>	0.00		
						8,844.72			
09525	DOCUTREND INC	25-01552	07/10/25	JUNE DOCUTREND PHONE BILL	Open	2,314.48	0.00		
09532	GREENMAN-PEDERSEN, INC.	24-00268	01/25/24	SS4A LOCAL ROADWAY SAFETY PLAN	Open	2,507.84	0.00		B
09585	MASTER DJ AND SOUND LLC	25-01519	07/07/25	2025 Dance Nights	open	1,650.00	0.00		
		25-01583	07/14/25	dance nights 2025	Open	<u>1,950.00</u>	0.00		
						3,600.00			
09615	HEALTH INSURANCE SOLUTIONS INC	25-01548	07/10/25	RET HEALTH CARE & SCRIPTS	Open	26,368.66	0.00		
		25-01769	08/01/25	August Retirees 65+ UHC & ESI	Open	<u>26,948.66</u>	0.00		
						53,317.32			
09666	WILLIAM J POLLANGER	25-01711	07/24/25	2025 baby parade	Open	725.00	0.00		
09675	JFC CLEANING INC	25-01592	07/14/25	linen cleaning	Open	58.75	0.00		
		25-01647	07/18/25	bunting cleaning	Open	<u>115.50</u>	0.00		
						174.25			
09708	PRIMEPOINT LLC	25-01596	07/15/25	TIME CLOCK SERVICE JUNE 2025	Open	11,225.00	0.00		
09718	J.P. Morgan - P Card	25-01695	07/24/25	JULY P CARD PURCHASES	Open	1,495.00	0.00		



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09750	GEESE CHASERS SJ LLC	25-01459	07/02/25	JUNE 2025 INVOICE 4660	Open	333.00	0.00		
09764	MASSETT BUILDING COMPANY	24-03719	12/27/24	LAFAYETTE TRAILS	Open	78,242.00	0.00		B
09770	DELTA DENTAL OF NJ, INC	25-01766	08/01/25	August Delta Dental	Open	8,546.74	0.00		
09775	EB EMPLOYEE SOLUTIONS	25-01765	08/01/25	July Admin Fees-active+retiree	Open	13,004.07	0.00		
09786	DELTA DENTAL OF CONNECTICUT	25-01767	08/01/25	August Delta Vision	Open	1,019.60	0.00		
09793	FOX FENCE ENTERPRISES INC	25-00589	03/25/25	ROOF REPAIR & MAINTENANCE SERV	Open	66,870.00	0.00		
09795	DONNA BRADLEY	25-01721	07/24/25	craft show refund	Open	205.00	0.00		
09805	EQUIPMENTSHARE.COM INC	25-01457	07/02/25	UTILITY VEHICLES BEACH TAG	Open	2,864.78	0.00		
		25-01466	07/02/25	PROMENADE 2025 JUNE 2	Open	494.18	0.00		
		25-01502	07/02/25	JUNE 11, 2025	Open	993.66	0.00		
						4,352.62			
09816	BEASLEY MEDIA GROUP LLC	25-01573	07/14/25	summer concert radio advertisi	Open	1,700.00	0.00		
09841	KYLE MATTERA	25-01701	07/24/25	REFUND FOR HARBOR FEST 6/28/25	Open	125.00	0.00		
09842	RUBEN NUNEZ	25-01702	07/24/25	REFUND FOR HARBOR FEST 6/28/25	Open	125.00	0.00		
09843	MATTHEW GENTILE	25-01703	07/24/25	REFUND FOR HARBOR FEST 6/28/25	Open	125.00	0.00		
09845	BARBARA SMITH	25-01549	07/10/25	REFUND JR LG REGISTRATION FEE	Open	120.00	0.00		
09846	JOE WHEAT	25-01522	07/07/25	british invasion refund	Open	98.00	0.00		
09847	CAROL BEHL	25-01591	07/14/25	ticket refund	Open	50.00	0.00		
09849	B.S. WHOLESALERS	25-01648	07/18/25	SHIRTS NATIONAL NIGHT OUT	Open	3,850.00	0.00		
09850	FOR SHORE WEED CONTROL	25-01707	07/24/25	IVY CONTROL SEVERAL LOCATIONS	Open	6,225.00	0.00		

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09851	GEORGE GARCIA						
25-01719	07/24/25	2025 Sumemr Send off	Open	1,000.00	0.00		
9558	AIRESPRING						
25-01351	06/20/25	CONNECTIVITY & CLOUD 7/16/2025	open	3,313.11	0.00		
9568	SURENIAN, EDWARDS, BUZAK & NOLAN						
25-01553	07/10/25	LITIGATION AFFORDABLE HOUSING	Open	2,331.00	0.00		
9592	HURLESS PLANNING & ENGINEERING						
25-01569	07/14/25	PB/ZB APPL/COMPL REV & INSPS	Open	5,535.00	0.00		
25-01606	07/16/25	PB APPL & COMPL REVIEWS/INSPS	Open	8,640.00	0.00		
				14,175.00			
9647	CORONIS HEALTH RCM, LLC						
25-01655	07/21/25	EMERG MED BILL SERVICES JUNE25	Open	1,244.19	0.00		
Total Purchase Orders: 246				Total P.O. Line Items: 0	Total List Amount: 1,055,510.09	Total Void Amount:	0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	4-01	22,734.09	0.00	22,734.09	0.00	0.00	22,734.09
CURRENT FUND	5-01	487,415.83	0.00	487,415.83	0.00	0.00	487,415.83
WATER UTILITY OPE	5-09	65,126.61	0.00	65,126.61	0.00	0.00	65,126.61
TOURISM UTILITY F	5-20	136,038.96	0.00	136,038.96	0.00	0.00	136,038.96
BEACH UTILITY FUN	5-30	23,693.77	0.00	23,693.77	0.00	0.00	23,693.77
Year Total:		712,275.17	0.00	712,275.17	0.00	0.00	712,275.17
GENERAL CAPITAL	C-04	181,896.94	0.00	181,896.94	0.00	0.00	181,896.94
BUILDER ESCROWS -	E-16	15,680.00	0.00	15,680.00	0.00	0.00	15,680.00
GRANT FUND	G-02	36,078.64	0.00	36,078.64	0.00	0.00	36,078.64
TRUST FUND	T-15	2,346.00	0.00	2,346.00	0.00	0.00	2,346.00
WATER UTILITY CAP	U-06	84,499.25	0.00	84,499.25	0.00	0.00	84,499.25
Total of All Funds:		1,055,510.09	0.00	1,055,510.09	0.00	0.00	1,055,510.09