

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

**ORDINANCE NO. 580-2025**

**AN ORDINANCE TO UPDATE THE UNIFORM SALARY  
AND CLASSIFICATION PLAN FOR THE DEPARTMENT  
OF PERSONNEL POSITIONS IN THE CITY OF CAPE MAY**

**WHEREAS**, New Jersey Statutes and regulations promulgated by the New Jersey Department of Personnel require the governing body to adopt by ordinance an updated Uniform Salary and Classification Plan for all positions of employment in the municipal government of the City of Cape May. Said regulations provide that copies of the following schedules and specifications be placed on file in the Office of the City Clerk upon the introduction of this ordinance, which copies are to remain on file, are made a part hereof without the inclusion of the test thereof herein, and they are to be available during all regular business hours for examination by the public:

Schedule 1 – Alphabetical listing of titles and salary ranges in the classified and unclassified service, with statutory provisions placing positions in said unclassified service

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

Section 1. All ordinances concerning salary, wages, and payroll classifications heretofore adopted are specifically repealed, and any titles not listed herein are abolished.

Section 2. The following alphabetical listings of all positions and salary ranges are hereby adopted and are applicable to all employees of the City of Cape May. (See Schedule 1)

Section 3. The adoption of this ordinance shall operate to establish minimum and maximum limits of salary ranges for each title only to those employees who have satisfactorily performed the duties of their positions; and that any changes in salary may be granted or withheld at the discretion of the appointing authority.

Section 4. Payments on the basis of the salary ranges and titles hereby adopted for each and every class on the schedules are contingent upon budgetary appropriations and availability of funds.

Section 5. This ordinance shall take effect after publication, public hearing, and final passage as required by 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 580-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on October 7, 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 November 3, 2025 at 5:00 P.M. at which time a Public Hearing will be held.

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Erin C. Burke, City Clerk

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

Introduced: October 7, 2025  
1<sup>st</sup> Publication: October 15, 2025  
2<sup>nd</sup> Reading & Adoption: November 3, 2025  
Final Publication: November 12, 2025  
Effective Date: December 2, 2025

Cc: All departments  
City Manager

## SCHEDULE 1

N.J.S.A	CACD	TITLE	MIN.	MAX.
40:69a-122	07451	Chief Financial Officer	100,000.00	165,000.00
40:69A-93	01233	City Manager	10,000.00	200,000.00
	06977	Confidential Assistant	40,000.00	85,000.00
	5500	Confidential Aide	40,000.00	85,000.00
40:69A-117	01381	Council Member	8,000.00	10,000.00
	01509	Deputy Municipal Clerk	35,000.00	70,000.00
		Deputy City Manager	10,000.00	165,000.00
2A:8-5	02219	Judge of Municipal Court	30,000.00	50,000.00
40:69A-117	02428	Mayor	8,000.00	15,000.00
40:69A-133	02521	Municipal Clerk	50,000.00	130,000.00
40:69A-122	05079	Municipal Emergency Management	2,000.00	8,000.00
		Coordinator - (PT- Per Year)		
	06328	Municipal Engineer	75,000.00	200,000.00
	06935	Recreation Director	50,000.00	130,000.00
		(Director of Mktg, Comm & Event Sales)		
	03125	School Traffic Guard (P/T)	50.00 per day	
40:69A-122	06895	Special Law Enforcement Officer (P/T per hour)	16.00	21.00
40:69A-122	06895	Special Law Enforcement Officer	45,000.00	45,321.00
40:69A-122	04120	Tax Assessor	50,000.00	100,000.00
40:69A-122	04124	Tax Collector	50,000.00	115,000.00
	00001	Account Clerk	43,000.00	68,000.00
	00020	Administrative Clerk	49,000.00	74,000.00
	01245	Assessing Clerk- Clerk 1	38,000.00	63,000.00
	00317	Assistant Assessor	20.00	30.00
		Assistant Director of Marketing Comm & Event Sales	65,000.00	85,000.00
	05728	Assistant Constuction Official	36,000.00	61,000.00



	00624	Assistant Municipal Manager	10,000.00	165,000.00
	00627@	Assistant Municipal Tax Collector	44,000.00	69,000.00
	<a href="#">00628@</a>	Assistant Municipal Treasurer	45,000.00	90,000.00
	00671	Assistant Public Works Superintendent	50,000.00	110,000.00
	00682@	Assistant Recreation Supervisor	45,000.00	75,000.00
	06467	Assistant Supervisor Building Service	50,000.00	75,000.00
	06467	Assistant Supervising Carpenter	50,000.00	75,000.00
	07337	Assistant Supervising Maintenance Repairer	50,000.00	75,000.00
	06728	Assistant Supervising Mechanic	50,000.00	75,000.00
	06651	Assistant Supervisor Public Works	55,000.00	100,000.00
	06817	Assistant Supervisor Traffic Maintenance	50,000.00	75,000.00
	00811	Assistant Water/Sewer Utility Superintendent	50,000.00	75,000.00
		Beach Tag Inspector (Seasonal- per Hour)	15.49	24.00
		Beach Tag Supervisor	30,000.00	70,000.00
	00924	Building Inspector	32,000.00	85,000.00
	05048	Building Subcode Official- Part Time (per hour)	24.52	55.00
	00952	Business Manager	70,000.00	90,000.00
	00970	Carpenter	44,000.00	70,000.00
	01220	Chief Water Treatment Plant Operator	60,000.00	125,000.00
	01245	Clerk 1	38,000.00	63,000.00
	02147	Clerk 2	41,000.00	66,000.00
	02773	Clerk 3	43,000.00	68,000.00
	07594	Code Enforcement Officer Trainee	45,000.00	60,000.00
	07594	Code Enforcement Officer (Seasonal - Per hour)	19.00	30.00
	07594	Code Enforcement Officer (P/T -Per Hour)	20.00	30.00
	01285	Code Enforcement Officer	47,000.00	72,000.00
	05045	Construction Official	60,000.00	160,000.00
	01453	Custodial Worker	38,000.00	63,000.00
	01506	Deputy Fire Chief	60,000.00	165,000.00
	07796	Deputy Municipal Court Admin.	51,000.00	76,000.00
	01520	Deputy Registrar of Vital Statistics	43,000.00	68,000.00
	01699	Electrical Inspector (P/T- Per Hour)	25.00	50.00
	05046	Electrical Sub-Code Official (P/T - Per Hour)	25.00	50.00



	01706	Electrician	47,000.00	72,000.00
	01710	Electricians Helper	38,000.00	63,000.00
	01746	Equipment Operator	44,000.00	69,000.00
	05947	Equipment Operator/Water Repairer	44,000.00	69,000.00
		Event Sales & Operations Coordinator	42,000.00	75,000.00
	01837	Fire Chief	80,000.00	175,000.00
	01839	Fire Fighter	50,000.00	145,000.00
	01839	Fire Fighter (P/T- Per Hour)	17.00	50.00
	01843	Fire Lieutenant	112,000.00	135,000.00
	06350	Fire Official (P/T)	38,000.00	100,000.00
	06555	Fire Official/Housing Inspector (P/T)	38,000.00	100,000.00
	06536	Fire Prevention Specialist (P/T)	33,000.00	55,000.00
	06536	Fire Prevention Specialist (Seasonal- Per Hour)	15.49	30.00
	05013	Fire Protection Sub-Code Official	51,000.00	76,000.00
	01883	Gardener	40,000.00	65,000.00
	02001@	Heavy Equipment Operator	47,000.00	72,000.00
	01268	Keyboarding Clerk 1	38,000.00	63,000.00
	03256@	Keyboarding Clerk 2	41,000.00	66,000.00
	02781	Keyboarding Clerk 3	45,000.00	70,000.00
	02248	Laborer 1	38,000.00	63,000.00
	02248	Laborer 1 (P/T- Per Hour)	18.27	30.29
	02248	Laborer 1 (Seasonal)	18.27	30.29
	06634	Laborer 2	40,000.00	65,000.00
	06633	Laborer 3	42,000.00	67,000.00
	02297	Lifeguard (Seasonal- Per Hour)	18.75	26.00
	02297	Lifeguard (Captain)(Seasonal)	33,000.00	58,000.00
	02297	Lifeguard (Chief) (Seasonal)	40,000.00	75,000.00
	00297	Lifeguard (Lieutenant) (Seasonal - Per Hour)	21.60	27.18
	02434	Mechanic	44,000.00	69,000.00
	02440	Mechanic (Diesel)	47,000.00	72,000.00
	02456@	Mechanics Helper	38,000.00	63,000.00
	05565	Motor Broom Driver	42,000.00	67,000.00
	07795	Municipal Court Administrator	50,000.00	90,000.00
	02589	Painter	44,000.00	69,000.00
	07305	Parking Enforcement Officer (P/T- Per Hour)	15.49	24.00

	02634	Payroll Clerk	43,000.00	68,000.00
	<a href="#">02648@</a>	Personnel Assistant	60,000.00	90,000.00
	02693	Plumber	45,000.00	70,000.00
	05056	Plumbing Subcode Official (P/T- Per Hour)	25.00	50.00
	02718	Police Captain	140,000.00	185,000.00
	02719	Police Chief	140,000.00	195,000.00
	02727	Police Lieutenant	138,000.00	165,000.00
	02728	Police Officer	45,322.00	113,000.00
	02739	Police Sergeant	120,382.00	135,000.00
	02755	Principal Account Clerk	47,000.00	72,000.00
	04939	Principal Payroll Clerk/Clerk 3	43,000.00	93,000.00
	04399	Program Coordinator Special Events	54,000.00	79,000.00
	06925	Program Development Specialist Human Resources	80,000.00	100,000.00
	02923	Public Information Assistant	54,000.00	79,000.00
	02927	Public Information Officer	54,000.00	91,000.00
	02935	Public Works Repairer	45,000.00	70,000.00
	02936	Public Works Superintendent	60,000.00	128,000.00
	02948	Purchasing Agent	57,000.00	82,000.00
	56562	Records Support Technician 1	38,000.00	63,000.00
	56563	Records Support Technician 2	41,000.00	66,000.00
	56564	Records Support Technician 3	43,000.00	68,000.00
	<a href="#">56565</a>	Records Support Technician 4	45,000.00	70,000.00
	02983	Recreation Aide	38,000.00	63,000.00
	02983	Recreation Aide (P/T- Per Hour)	15.39	30.29
	02983	Recreation Aide (Seasonal- Per Hour)	15.39	30.29
	02983	Recreation Aide (Pool Lifeguard)	22.00	32.00
	02993	Recreation Leader	45,000.00	70,000.00
	03018	Recreation Program Coordinator	47,000.00	72,000.00
	07419	Secretary Board/Commission (40:55D-24)	43,000.00	68,000.00
	07419	Secretary Board/Commission (Per Mtg.)	40.00	200.00
	03165	Senior Account Clerk	45,000.00	70,000.00
	05009	Senior Carpenter	47,000.00	72,000.00
	07379	Senior Code Enforcement Officer	51,000.00	76,000.00



		Senior Equipment Operator	47,000.00	72,000.00
	03459	Senior Mechanic	47,000.00	72,000.00
	03496	Senior Payroll Clerk	40,000.00	80,000.00
	03515	Senior Plumber	47,000.00	72,000.00
	03541@	Senior Public Works Repairer	47,000.00	72,000.00
	03625	Senior Traffic Maintenance Worker	47,000.00	72,000.00
	03641	Senior Water Meter Reader (Meter Worker 2)	47,000.00	72,000.00
	05875	Sewer Repairer 1/Water Repairer 1	44,000.00	69,000.00
	05295	Sewer Repairer 2/Water Repairer 2	47,000.00	72,000.00
	06705	Sewer Repairer 2/Water Repairer 3 (Asst. Supv. S/W)	50,000.00	75,000.00
	03647	Senior Water Treatment Plant Operator	40,000.00	80,000.00
	06707	Sewer Repairer Supv./Water Repairer Supv.	50,000.00	100,000.00
	03987@	Supervisor Buildings & Grounds	50,000.00	120,000.00
	06664	Supervising Equipment Operator	50,000.00	75,000.00
	06544	Supervising Water Treatment Plant Operator	50,000.00	75,000.00
	06650	Supervisor Public Works	50,000.00	120,000.00
	06816	Supervisor Traffic Maintenance	47,000.00	72,000.00
	04189	Traffic Maintenance Worker	42,000.00	67,000.00
	05193	Technical Assistant to the Construction Official	49,000.00	74,000.00
	04222	Truck Diver	42,000.00	67,000.00
	04244	Violations Clerk	43,000.00	68,000.00
	04244	Violations Clerk (P/T- Per Hour)	20.67	32.69
	02500	Water Meter Reader (Meter Worker 1)	40,000.00	65,000.00
	04278	Water Meter Repairer	40,000.00	65,000.00
	04263	Water & Sewer Utilities Superintendent	60,000.00	130,000.00
	04296	Water Treatment Plant Operator	47,000.00	72,000.00
	04338	Zoning Officer	40,000.00	80,000.00
		<b>Stipends</b>		
		Claims Coordinator	5,000.00	
		Switchboard/Weddings	10,000.00	
		Deputy Chief Financial Officer	5,000.00	
		Website Administrator	10,000.00	
		COAH Administrator/ Municipal Housing Liason	5,000.00	



		Community Rating System Coordinator	4,000.00	
		Floodplain Manager	5,000.00	
		Land Use Board Meetings	10,000.00	
		Housing Inspector	10,000.00	
		Recycling Coordinator	5,000.00	
		Public Information Officer	4,000.00	
		Deputy OEM Coordinator	4,000.00	
		Safety Coordinator	5,000.00	
		Fund Commissioner	5,000.00	
		Alt. Fund Commissioner	2,500.00	
		After Hours Water/Sewer Response	3,500.00	
		Emergency Management Coordinator	8,000.00	
		Fire Subcode	16,000.00	
		WCM CRS Coordinator	2,500.00	
		Cape May Point CRS Coordinator	2,500.00	

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

ORDINANCE NO. 577-2025

AN ORDINANCE AMENDING CHAPTER 199 OF THE CITY CODE  
REGARDING THE CERTIFICATE OF ZONING COMPLIANCE  
TO INCLUDE INFORMATION REGARDING THE  
APPLICABILITY OF THE LOCAL HISTORIC DISTRICT

WHEREAS, Section 199-5 of the City Code provides for the requirement for an inspection of buildings, structures, or units prior to the transfer of title to determine compliance with Chapter 525 (the Zoning Ordinance); and

WHEREAS, having considered the matter, the Cape May City Council has determined that it is appropriate to amend the code to incorporate information regarding the property's relation to the local historic district. This will provide a direct notification to individuals purchasing property in the City of Cape May of the status of their property in relation to the local historic district; and

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

**Section 1.** Section 199-5 of the Cape May City Code is hereby amended as follows (with ~~strikethrough~~ portions indicating deleted language and **bold/underlined** portions indicating new language):

§ 199-5 Certificate of Zoning Compliance.

- A. The purpose of this section is to require an inspection of buildings, structures, or units prior to the transfer of title to determine compliance with Chapter 525 (Zoning Ordinance).
- B. Transfer of building, structures, or units. No person or entity shall sell or transfer title to any building, structure, portion of structure, or unit in a structure until such person or entity shall have first requested and obtained a certificate of zoning compliance certifying the following:
  - (1) That there has not been a change of use;
  - (2) Designation of the unit(s) or structures covered by the certificate of zoning compliance;
  - (3) That the building, structure, part of the structure, or unit(s) in the structure, as the case may be, are in compliance with the provisions of Chapter 525 (Zoning Ordinance). **For the avoidance of any doubt, this inspection and certificate are issued solely to confirm that the use and total number of units are in compliance with the Zoning Ordinance. This Certificate**

does not serve as, or substitute for, a Certificate of Pre-Existing Nonconforming Use, nor does it constitute approval of any work performed without the required permits or other approvals.

- (4) In addition to the above information, the Certificate shall include notice of the property's status within the local historic district, including whether it is located in the district and its designation (Key Contributing, Contributing, Non-Contributing, Not-Rated, or N/A). The Certificate shall also provide notice of the requirement to obtain a Certificate of Appropriateness from the HPC for certain work, as set forth in Chapter 525, as well as notice of the applicability of Chapter 482 to applications for tree removal.

C. Exceptions: A certificate of zoning compliance shall not be required:

- (1) Where a certificate of occupancy has been issued in connection with new construction within two years of a transfer; in such case where a portion of a new structure or unit(s) therein is transferred within two years subsequent to the issuance of a certificate of occupancy;
- (2) Where title to a building or structure is being transferred without consideration to an entity owned or controlled by the transferrer or to a person related to the transferrer;
- (3) Where the buyer signs a certification stating that the buyer does not intend to utilize the structure or building for human occupancy and intends to demolish the structure or building within 90 days after transfer (which time period will be tolled if demolition is unable to occur between Memorial Day and Labor Day); or
- (4) Where title to a building or structure is being transferred by reason of foreclosure or deed in lieu of foreclosure to lender, a holding company related lender or its designated loan servicer; however, a sheriff's sale transferring the building or structure to an unrelated third party shall not be exempt.

**Section 2.** A sample "Certificate of Zoning Compliance" incorporating the information set forth in this amendment is attached hereto as EXHIBIT A.

**Section 3.** 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 4.** 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 577-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on September 16, 2025 and was further considered for final passage during a meeting of the City Council, t held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on October 7, 2025 at 5:00 P.M. at which time a Public Hearing was be held.

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

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

Introduced:	September 16, 2025
1 <sup>st</sup> Publication:	September 24, 2025
2 <sup>nd</sup> Reading & Adoption:	October 7, 2025
Final Publication:	October 15, 2025
Effective Date:	November 4, 2025

EXHIBIT A



**ZACK MULLOCK**

*Mayor*

**MAUREEN K. MCDADE**

*Deputy Mayor*

**LORRAINE M. BALDWIN**

*Councilmember*

**STEVE BODNAR**

*Councilmember*

**SHAINE P. MEIER**

*Councilmember*

**PAUL E. DIETRICH**  
*City Manager/City Engineer*

**ERIN C. BURKE**  
*City Clerk*

(Date)

## CERTIFICATE OF ZONING COMPLIANCE

Certificate No. # \_\_\_\_\_

Block: \_\_\_\_\_ Lot(s): \_\_\_\_\_

Property Location: \_\_\_\_\_

Use: \_\_\_\_\_ Total Units: \_\_\_\_\_

Be advised that an inspection of the above referenced property has been undertaken in accordance with Section 199-5 of the City Code. The inspection undertaken of the premises/structure(s) referenced above and the City of Cape May Tax records verify the use and total number of units are in compliance.

### NOTICE REGARDING APPLICABILITY OF LOCAL HISTORIC DISTRICT:

The above property is within the Local Historic Preservation District: *[Yes/No]*

HPC Property Designation: *[Key, Contributing, Non-Contributing, Not Rated, N/A]*.

**PLEASE TAKE NOTICE** for properties located in the Historic District, a certificate of appropriateness or other authorization issued by the Historic Preservation Commission (HPC) shall be required before exterior work may commence on the property.

**PLEASE TAKE FURTHER NOTICE** that applications for tree removal are governed by Chapter 482 of the City Code.

\_\_\_\_\_  
**Zoning Officer**

\_\_\_\_\_  
**Date**

**City of Cape May**  
**National Historic Landmark**

City Hall • 643 Washington Street • Cape May, New Jersey 08204-2397 • (609) 884-9525 • Fax: (609) 884-8589

[www.capemaycity.com](http://www.capemaycity.com)





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

**ORDINANCE NO. 578-2025**

**AN ORDINANCE AMENDING CITY CODE TO INCLUDE PROHIBITION ON  
DEMOLITION BY NEGLIGENCE**

**WHEREAS**, in 1976, the City of Cape May was designated as a National Historic Landmark District. Landmark designation is the highest honor the nation can bestow on a building or group of buildings. In turn, designation entails a responsibility to treasure and maintain the aesthetic and historical value of those buildings.

**WHEREAS**, City Council took on this responsibility by designating a local Historic District in the Cape May Zoning Ordinance and establishing a "strong" Historic Preservation Commission ("HPC") under the Municipal Land Use Law (MLUL) to steward the town's architectural heritage. The HPC surveys historic sites, recommends the designation of Historic Districts, and develops standards to promote historic preservation. Cape May has also been designated a Certified Local Government, allowing the City to benefit from the Historic Preservation Fund federal grants program; and

**WHEREAS**, pursuant to N.J.S.A. 40:48-2.3 et seq., whenever any municipality finds that there exists any building which is unfit for habitation, occupancy, or use, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitation facilities, or due to other conditions rendering such building unsafe, insanitary, dangerous, detrimental to health or safety, or otherwise inimical to the welfare of the residents, the municipality has the authority to exercise its police powers to repair, close or demolish, or cause or require the repairing, closing or demolition of such building or buildings; and

**WHEREAS**, on August 18, 2025, the Historic Preservation Commission reviewed and recommended the establishment of an ordinance prohibiting demolition by neglect; and

**WHEREAS**, the City Council has determined that it is in the best interest of the public health, safety, and general welfare to preserve and protect its historic resources and that the City should exercise its police power to prevent such resources from being destroyed or demolished through neglect; and

**WHEREAS**, in order to address these concerns, City Council has determined that it is in the best interest of the City to amend the code to prohibit certain light pollution within the residential zones in the City of Cape May; and

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

**Section 1.** The Cape May City Code is hereby amended to include the following NEW SUBSECTION "C" under Section 525-40 of the City Code entitled "Preservation of Certain Structures; Demolition by Neglect":

C.      Preservation of Certain Structures; Demolition by Neglect

- (1) Policy. It is the intent of this section to preserve from deliberate or inadvertent neglect deterioration of the exterior features of any historic site or landmark or building, structure, site or object within the Local Historic District, and the interior portions thereof when such maintenance is necessary to prevent deterioration and decay of the exterior.
- (2) Determination of Neglect. No owner or person responsible for a historic landmark, or a Key or Contributing property in Cape May's Historic District, may permit it to remain damaged or in a state of disrepair that is likely to result in its destruction, cause significant damage to its exterior, diminish its historical value, harm the Historic District, or otherwise endanger the public safety and general welfare of the City's residents.

The determination of whether a property, or portion thereof, meets the above criteria for neglect may include, but is not limited to, consideration of one or more of the following factors:

- a. The deterioration of exterior walls or other vertical supports;
- b. The deterioration of roofs or other horizontal members; The deterioration of exterior chimneys;
- c. The deterioration of crumbling of exterior plasters or mortar;
- d. The ineffective waterproofing of exterior walls, roofs and foundations, including broken windows or doors;
- e. The peeling of paint, rotting, holes and other forms of decay;
- f. The lack of maintenance of surrounding environment, e.g., fences, gates, sidewalks, street signs, accessory structures and landscaping;
- g. The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions.

For the avoidance of any doubt, a determination of neglect is not dependent on all of the above factors being met. The presence of any one or more of the above factors may serve as a basis to find neglect. The below examples are provided for illustration purposes only and are not intended to limit the circumstances under which a determination of neglect may be made:

*Example 1:* A property is rated as Contributing in the Historic District pursuant to the most recent property historic survey on file with the HPC. The foundation of the entire structure is in a visible state of deterioration with cracked block and crumbling piers. In addition, the building appears to be uninhabited and with



multiple windowpanes visibly broken. The combination of factors and observations would give rise to a determination of neglect as to the entire structure.

*Example 2:* A property is rated as Contributing in the Historic District. The front porch is in a state of disrepair with visibly deteriorated or rotted wood piers and the front porch is noted in the historic survey as being a character defining element or otherwise connected to a period of significance in the district. The rest of the building and foundation appear to be sound. The observations here could give rise to a determination of neglect for that specific portion of the building.

- (3) Enforcement. The HPC Compliance Officer, Zoning Officer, and Code Enforcement Officer are designated with enforcement of this section. Any of the above officers may proceed with enforcement after preliminary investigation reveals probable cause for violation of this section.

Nothing in this section shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise, nor is anything in this act intended to limit the authority of the enforcing agency or construction official under the "State Uniform Construction Code Act," P.L.1975, c. 217 (C. 52:27D-119 et seq.) or any rules or regulations adopted thereunder.

- (4) Remedies. To serve the purposes of preservation and restoration underlying this Section, the below remedies are intended to be cumulative, and not to be construed as exclusive to the other:

- (a) Municipal Court Summons. The Enforcement Officer may direct the issuance of a summons based on a violation of this chapter. Violations of this chapter shall be further subject to the general penalty provisions of Chapter 1, Article III of the City Code, which includes the provisions under Section 1-21 that each and every day in which a violation continues to exist will constitute a separate violation; and/or

- (b) Finding of Neglect and Notice to Cure; Right to Appeal; Municipal Lien.

- (i) Finding of Neglect and Notice to Cure. Upon a finding of a violation of this section, the Enforcement Officer may cause notice to be sent to the Owner(s) setting forth the conditions found to be in violation and affording the Owner(s) thirty (30) days from the date of said notice to correct the defects or present a plan for remediation if the defects cannot be rectified within the thirty-day period. The notice shall also indicate that if the owner fails to address or cure the areas of neglect, the City may cause such building to be repaired, altered or improved, or to be vacated and closed and that a notice may be posted on the property to indicate the same. Nothing herein shall restrict or otherwise prohibit the Construction Official from acting in accordance with applicable state regulations, building codes or municipal building codes if there is reason to believe circumstances present an immediate concern for health or safety.

- (ii) Right to Appeal. If an Owner disagrees with the administrative finding of neglect by the Enforcement Official, they may appeal the determination to the Historic Preservation Commission by filing a notice of appeal with the Enforcement Officer and Secretary of the HPC within the thirty (30) day period provided in the Notice to Cure and paying the applicable \$750 HPC review of demolition fee. The HPC will then schedule the appeal for consideration by the full commission at any regular meeting, or the HPC may schedule a Special Meeting to consider the same.

At the time of the hearing, the HPC may consider all relevant materials and information pertaining to the condition of the property from any source and will provide both the applicant and Enforcement Officer with the opportunity to present any materials, information, or testimony relating to its condition. The proceedings will be open to the public.

The HPC may evaluate the potential for resolution by consent of the parties during the course of hearing and discussion. If no resolution is reached, the HPC will consider the standards set forth herein and all relevant information available, and may affirm, modify (including any conditions), or reverse the initial Finding of Neglect.

- (iii) Municipal Lien. In the event the Owner(s) shall refuse or otherwise ignore a Finding of Neglect and Notice to Cure issued under (a) or (b) above, the City of Cape May may undertake such repairs as may be necessary to stabilize and protect the structure. The cost of repairs may be paid by the City, who will thereafter charge all related costs and expenses for all such repairs and improvements to the record owner(s). Any such cost or expense so charged shall be assessed and filed as a lien against the subject property including all costs associated with the preparation and filing of the lien documents. The City, and its authorized agents, employees or contractors are hereby expressly authorized to enter the subject property at all reasonable hours for the purpose of completing those repairs necessary for the stabilization and repair of the structure. Neither the City, its authorized agents, employees nor contractors shall be answerable for damage to the subject property due to the enforcement of this section.

The Enforcement Officer may post on the main entrance of any building subject to enforcement under this section, a placard indicating the property has been determined to be in a state of neglect and is unfit for habitation, occupancy, or use and that continued use or occupation of this building is prohibited and unlawful. Furthermore, removal of such placard or notice without City approval shall be a separate violation of this Section.

- (c) Injunctive relief. In addition to the above remedies, the City may apply to the Superior Court of New Jersey for such injunctive relief as may be necessary to prevent the destruction of any property covered by this section.



**Section 3.** 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 4.** 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 578-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on September 16, 2025 and was further considered for final passage during a meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on October 7, 2025 at 5:00 P.M. at which time a Public Hearing was held.

Erin C. Burke, City Clerk

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

Introduced: September 16, 2025  
1st Publication: September 24, 2025  
2nd Reading & Adoption: October 7, 2025  
Final Publication: October 15, 2025  
Effective Date: November 4, 2025





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

**ORDINANCE NO. 579-2025**

**BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Water-Sewer Utility of the City of Cape May, in the County of Cape May, State of New Jersey (the "City") as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$350,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as the Water-Sewer Utility of the City is self-liquidating.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Water-Sewer Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$350,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Water-Sewer Utility of the City in an aggregate principal amount not exceeding \$350,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3. (a)** The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are various improvements to the Water Treatment System including, but not limited to, the replacement of clogged membranes which are causing high pressure spikes and pipe failures at the Water Treatment Plant, and including all work and materials necessary therefor and incidental thereto.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$350,000.

(c) The aggregate estimated cost of said improvements or purposes is \$350,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration; and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.



**SECTION 4.** In the event the United States of America, the State of New Jersey, the County of Cape May and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Cape May and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Cape May and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.



(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.00 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$350,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$70,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

**SECTION 8.** Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission<sup>4</sup> (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond 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 579-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on September 16, 2025 and was further considered for final passage during a meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on October 7, 2025 at 5:00 P.M. at which time a Public Hearing was held.

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

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

Introduced:	September 16, 2025
1 <sup>st</sup> Publication:	September 24, 2025
2 <sup>nd</sup> Reading & Adoption:	October 7, 2025
Final Publication:	October 15, 2025
Effective Date:	November 4, 2025

**CITY COUNCIL OF THE CITY OF CAPE MAY**

**PUBLIC NOTICE**

**NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Cape May, in the County of Cape May, State of New Jersey, on September 16, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on October 21, 2025 at City Hall, 643 Washington Street, Cape May, New Jersey at 5:00 P.M. Please refer to the City's website ([www.capemaycity.com](http://www.capemaycity.com)) for further council meeting information. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

<b>Title:</b>	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF
<b>Purpose(s):</b>	Various Improvements To The Water Treatment Plant Including, But Not Limited To, Replacement Of Clogged Membranes, And Including All Work And Materials Necessary Therefor And Incidental Thereto
<b>Appropriation:</b>	\$350,000
<b>Bonds/Notes Authorized:</b>	\$350,000
<b>Grants Appropriated:</b>	None
<b>Section 20 Costs:</b>	\$70,000
<b>Useful Life:</b>	10.00 years

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**ERIN C. BURKE,**  
**Clerk of the City of Cape May**



**CITY COUNCIL OF THE CITY OF CAPE MAY**

**PUBLIC NOTICE**

**BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Cape May, in the County of Cape May, State of New Jersey on October 21, 2025 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

<b>Title:</b>	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF
<b>Purpose(s):</b>	Various Improvements To The Water Treatment Plant Including, But Not Limited To, Replacement Of Clogged Membranes, And Including All Work And Materials Necessary Therefor And Incidental Thereto
<b>Appropriation:</b>	\$350,000
<b>Bonds/Notes Authorized:</b>	\$350,000
<b>Grants Appropriated:</b>	None
<b>Section 20 Costs:</b>	\$70,000
<b>Useful Life:</b>	10.00 years

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 16, 2025 at 5:00 p.m. at City Hall, 643 Washington Street, Cape May, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on October 21, 2025, at 5:00 p.m. at City Hall, 643 Washington Street, Cape May, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**



### CLERK'S CERTIFICATE

I, ERIN C. BURKE, DO HEREBY CERTIFY that I am the Clerk of the City of Cape May, in the County of Cape May (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 16, 2025 and finally adopted on October 21, 2025.

2. After introduction, the bond ordinance was published as required by law on \_\_\_\_\_, 2025 in \_\_\_\_\_ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on \_\_\_\_\_, 2025 and was duly published as required by law on \_\_\_\_\_, 2025 in \_\_\_\_\_ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## **CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT**

I, the undersigned, Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Kevin Hanie, the Chief Financial Officer as of September 16, 2025, that such Supplemental Debt Statement was filed in my office on or by September 16, 2025 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on \_\_\_\_\_, 2025.

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**





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

**ORDINANCE NO. 579-2025**

**BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Water-Sewer Utility of the City of Cape May, in the County of Cape May, State of New Jersey (the "City") as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$350,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as the Water-Sewer Utility of the City is self-liquidating.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Water-Sewer Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$350,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Water-Sewer Utility of the City in an aggregate principal amount not exceeding \$350,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3. (a)** The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are various improvements to the Water Treatment System including, but not limited to, the replacement of clogged membranes which are causing high pressure spikes and pipe failures at the Water Treatment Plant, and including all work and materials necessary therefor and incidental thereto.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$350,000.

(c) The aggregate estimated cost of said improvements or purposes is \$350,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration; and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.



**SECTION 4.** In the event the United States of America, the State of New Jersey, the County of Cape May and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Cape May and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Cape May and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.



(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.00 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$350,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$70,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

**SECTION 8.** Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission<sup>4</sup> (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond 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 579-2025 was introduced at a regular meeting of the City Council of the City of Cape May, held on September 16, 2025 and was further considered for final passage during a meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on October 7, 2025 at 5:00 P.M. at which time a Public Hearing was held.

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

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

Introduced:	September 16, 2025
1 <sup>st</sup> Publication:	September 24, 2025
2 <sup>nd</sup> Reading & Adoption:	October 7, 2025
Final Publication:	October 15, 2025
Effective Date:	November 4, 2025

**CITY COUNCIL OF THE CITY OF CAPE MAY**

**PUBLIC NOTICE**

**NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Cape May, in the County of Cape May, State of New Jersey, on September 16, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on October 21, 2025 at City Hall, 643 Washington Street, Cape May, New Jersey at 5:00 P.M. Please refer to the City's website ([www.capemaycity.com](http://www.capemaycity.com)) for further council meeting information. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

<b>Title:</b>	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF
<b>Purpose(s):</b>	Various Improvements To The Water Treatment Plant Including, But Not Limited To, Replacement Of Clogged Membranes, And Including All Work And Materials Necessary Therefor And Incidental Thereto
<b>Appropriation:</b>	\$350,000
<b>Bonds/Notes Authorized:</b>	\$350,000
<b>Grants Appropriated:</b>	None
<b>Section 20 Costs:</b>	\$70,000
<b>Useful Life:</b>	10.00 years

---

**ERIN C. BURKE,**  
**Clerk of the City of Cape May**



**CITY COUNCIL OF THE CITY OF CAPE MAY**

**PUBLIC NOTICE**

**BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Cape May, in the County of Cape May, State of New Jersey on October 21, 2025 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

<b>Title:</b>	BOND ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS TO THE WATER TREATMENT SYSTEM, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$350,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF
<b>Purpose(s):</b>	Various Improvements To The Water Treatment Plant Including, But Not Limited To, Replacement Of Clogged Membranes, And Including All Work And Materials Necessary Therefor And Incidental Thereto
<b>Appropriation:</b>	\$350,000
<b>Bonds/Notes Authorized:</b>	\$350,000
<b>Grants Appropriated:</b>	None
<b>Section 20 Costs:</b>	\$70,000
<b>Useful Life:</b>	10.00 years

---

**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 16, 2025 at 5:00 p.m. at City Hall, 643 Washington Street, Cape May, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

---

**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on October 21, 2025, at 5:00 p.m. at City Hall, 643 Washington Street, Cape May, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

---

**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**



### CLERK'S CERTIFICATE

I, ERIN C. BURKE, DO HEREBY CERTIFY that I am the Clerk of the City of Cape May, in the County of Cape May (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 16, 2025 and finally adopted on October 21, 2025.

2. After introduction, the bond ordinance was published as required by law on \_\_\_\_\_, 2025 in \_\_\_\_\_ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on \_\_\_\_\_, 2025 and was duly published as required by law on \_\_\_\_\_, 2025 in \_\_\_\_\_ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

---

**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**

## **CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT**

I, the undersigned, Clerk of the City of Cape May, in the County of Cape May, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Kevin Hanie, the Chief Financial Officer as of September 16, 2025, that such Supplemental Debt Statement was filed in my office on or by September 16, 2025 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on \_\_\_\_\_, 2025.

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**ERIN C. BURKE**  
**CLERK OF THE CITY OF CAPE MAY**











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

**RESOLUTION NO. 289-10-2025**

**RESOLUTION APPOINTING MEMBER TO THE HOUSING AUTHORITY OF THE  
CITY OF CAPE MAY**

**BE IT RESOLVED** by the City Council of the City of Cape May, that the following appointments be made to the Cape May Housing Authority, retroactive to September 15, 2024:

**Dr. Patricia A. Martz**  
**Term to expire 09/15/2029**

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 October 7, 2025.

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

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

cc: Member  
Exec. Dir. CMHA  
Housing Authority File



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

**RESOLUTION NO. 290-10-2025**

**RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF  
REVENUE IN THE BUDGET PURSUANT TO CHAPTER 159 PL 1948 -  
2024-2026 SPOTTED LANTERNFLY POPULATION REDUCTION/CHEMICAL  
CONTROL TREATMENT 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:	SPOTTED LANTERNFLY CONTROL GRANT
Appropriation Title:	SPOTTED LANTERNFLY CONTROL GRANT
Amount:	\$20,000.00

**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 October 7, 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. 291-10-2025**

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

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

**WHEREAS**, the City of Cape May ("the City") has utilized and desires to continue to utilize the services of the CMCMUA's System; and

**WHEREAS**, there presently exists a contract between the City and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") which will expire on December 31, 2025, and

**WHEREAS**, the City and the Authority desire to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2026, and

**WHEREAS** the Authority has offered the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" to the City in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's System from January 1, 2026 through December 31, 2026; and

**WHEREAS** the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both Solid Waste disposal and certain recycling services through December 31, 2026; and

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

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

1. The averments of the preamble are incorporated by reference.
2. The City Council hereby authorizes the execution of a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2026, in the form attached hereto as EXHIBIT A and incorporated herein by reference, and that the Mayor and all other appropriate City officials are hereby authorized and directed to execute said Agreement.
4. This resolution shall take effect immediately in accordance with the 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 October 7, 2025.

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

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

cc: County MUA  
City Manager/Engineer  
CFO  
Accounts Payable



Resolution: 291 - 10 - 2025  
Amount: Per agreement

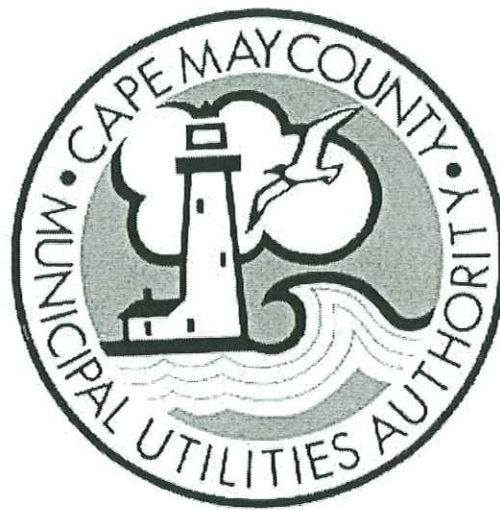
#### TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the 6-09-55-310-257 - to be raised in 2026 budget 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



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



**Between**

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

**and**

**CITY OF CAPE MAY**

**Effective**

**January 1, 2026**



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

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

**WITNESSETH:**

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

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

**WHEREAS**, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2026; and

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

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



## **Article I. Definitions**

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

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

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

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

## **Article II. Commencement and Term**

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2026 and shall remain in effect through December 31, 2026.

## **Article III. Municipality Responsibilities**

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



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

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

#### **Article IV. CMCMUA Responsibilities**

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

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

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

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

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

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

## **Article VI. Solid Waste Disposal Rates<sup>6,7,8,9</sup>**

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2026, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2025. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

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

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<sup>6</sup> The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C - Construction and Demolition Waste.

<sup>7</sup> Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

<sup>8</sup> Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

<sup>9</sup> Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.



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

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

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose <sup>10</sup>.

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

#### **Article VII. Single Stream Recyclable Material Disposal Rates**

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated

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<sup>10</sup> The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

**Article VIII.                    Billing and Payments**

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

**Article IX.                    Single Stream Recyclable Material Reports**

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

**Article X.                    Technical and Educational Assistance**

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

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

**Article XI.                    Ordinances**

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

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



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

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

**Article XIII. Licensing of Transporters**

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

**Article XIV. Monitoring of Solid Waste Disposal Activities**

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

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

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

**Article XV. Failure of the Municipality to Perform**

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

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

**Article XVI. Failure of the CMCMUA to Perform**

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.



## **Article XVII.           Disputes**

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

## **Article XVIII.        Force Majeure**

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

## **Article XIX.           Excusable Termination of Agreement**

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

**Article XX.           Penalty**

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

**Article XXI.           Governing Law**

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

**Article XXII.          Severability**

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

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

**Article XXIII.         Successors and Assigns**

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



**Article XXIV. Notices**

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

**In the Case of the CMCMUA:**

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

**In the case of the Municipality addressed to:**

Mayor Zackary Mullock  
City of Cape May  
643 Washington Street  
Cape May, NJ 08204

**Article XXV. Successor Agreement**

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2026, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

**Article XXVI. Entire Agreement**

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

**Article XXVII. Favored Municipality Status**

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

\_\_\_\_\_  
CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

ATTEST:

\_\_\_\_\_  
ASSISTANT SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY OF CAPE MAY

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK

\_\_\_\_\_  
DATE

## EXHIBIT "A"

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

#### CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

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

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CCMUA.



## EXHIBIT "B"

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

#### CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMAA.

**EXHIBIT "B"**

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

**CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM**

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

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CCMUA





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

**RESOLUTION NO. 292-10-2025**

**RESOLUTION REGARDING TEMPORARY OPEN CONTAINER AND PUBLIC CONSUMPTION IN CONNECTION WITH A PERMITTED SPECIAL EVENT**

**WHEREAS**, Section 134-8 of the Cape May City Code prohibits, among other things, the consumption of alcoholic beverages in public spaces in the City of Cape May; and

**WHEREAS**, the Chalfonte Hotel holds a seasonal weekly event referred to as “The Howard Street Ramble” consisting of several local musicians and outdoor music, with guests gathering on the lawn and porch of the Chalfonte Hotel; and

**WHEREAS**, the Chalfonte Hotel has submitted a Special Event permit for The Howard Street Ramble attached hereto as EXHIBIT A and incorporated herein by reference. The event is scheduled to occur on the following Thursdays from 6:00 PM to 9:00 PM: 10/09/25; 10/16/25; 10/23/25; 10/30/25; and

**WHEREAS**, The City Manager has approved the closure of a portion of the street on Sewell Avenue adjacent to the Chalfonte to assist with event overflow, with no open consumption of alcohol permitted in this portion of street; and

**WHEREAS**, pursuant to Section 440-23 of the City Code, the City Manager is “empowered and authorized to close streets, or portions thereof, for any events that are scheduled from time to time within the City in accordance with all applicable laws in the event that the City Manager determines, after consultation with the Chiefs of the Police and Fire Departments, that such closure is necessary for the preservation of public health, safety or welfare, which shall include, without limitation, parades, concerts and other recreational and civic events that are scheduled to take place within the City from time to time.” The City Manager has consulted with the appropriate public safety officials and received their comments prior to recommending closure of streets; and

**WHEREAS**, the applicant has requested expansion of the licensed premises to include the sidewalks to the curbline adjacent to the Chalfonte on Howard Street and Sewell Avenue; and

**WHEREAS**, the Chalfonte intends to offer beverage service to attendees in the designated area and will not permit outside alcohol to be brought within the event area; and

**WHEREAS**, the Chalfonte Hotel’s request for limited and temporary relief from the prohibition on public consumption in connection with the event requires approval from City Council; and

**WHEREAS**, City Council has reviewed the plan for this seasonal weekly special event and determined that limited open public consumption may be permitted within the defined area which will be reserved for the event and during the limited hours of operation of The Howard Street Ramble event.

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

1. The averments of the preamble are incorporated by reference.
2. Section 134-8 of the Cape May City Code will be temporarily suspended to the extent it conflicts with the following:

**Open public consumption will be temporarily permitted from 6:00 PM to 9:00 PM on 10/09/25; 10/16/25; 10/23/25; 10/30/25, but only in the limited area reserved for The Howard Street Ramble event on the sidewalks to curblane along Howard Street and Sewell Avenue adjacent to the Chalfonte Hotel. This Resolution will not be interpreted to permit open public consumption in other public areas of the not referenced herein.**

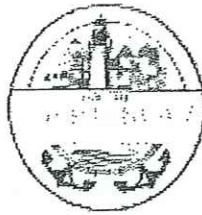
3. All other provisions of Section 134-8 not in conflict with this Resolution shall remain in effect.
4. This temporary authorization will expire automatically on October 30, 2025 at 11:59 p.m.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on October 7, 2025.

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

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

Cc: City Manager  
Civic Affairs  
Chief of Police



**CAPE MAY CITY**  
**SPECIAL EVENT APPLICATION**

**APPLICATION CHECKLIST**

**Please note that ALL documentation required for event on City owned property (below) must be submitted together or else the application will not be received.**

- Completed Special Event Application. County Road Closure Approval required if applicable. •

Detailed Site Plan

- Fees (Including Application Fee and City Expenditures). \*\*\*Proof of Non-Profit or Tax-Exempt Status required to receive discounted fee.
- Certificate of Liability Insurance – Must include the Wording: **CITY OF CAPE MAY IS NAMED AS ADDITIONAL INSURED. \*\*\*Insurance must include Endorsement Page.**
- Certificate of Liability Insurance – Must include the Wording: **CAPE MAY IS NAMED AS ADDITIONAL INSURED. \*\*\*Insurance must include Endorsement Page.**
- **SOCIAL AFFAIR PERMIT** Required for the sale or service of alcoholic beverages to those attending an affair at which there is a charge in connection with the affair. Issued only to qualified non-profit organizations.
- **CATERING PERMIT** – Issued by the Director to plenary retail consumption licensees that wish to serve alcoholic beverages off their licensed premises at special events, such as wedding receptions, fundraising dinners, or similar occasions.
- Raffle Applications for any type of Raffle must be completed on a LGCCC Form signed and notarized with the correct amount of money. Three copies must be provided, and you may be required to provide a copy of the ticket for the event.

**More documentation may be required depending on type of event being held on City owned property by the organization.**

**PLEASE COMPLETE AND MAIL TO:**  
**CITY OF CAPE MAY**  
**ATTN: CONVENTION HALL**  
**643 WASHINGTON STREET**  
**CAPE MAY, NJ 08204**

**\*\*\*See attached Ordinance 458-2022.**



The City of Cape May requires any person, entity, or organization desiring to hold any event, including but not limited to a concert, race, walkathon, fair, carnival, festival, celebration, show, or other similar event in or upon any public grounds, park or road in the City must first apply for, and obtain a permit from the City of Cape May, Department of Civic Affairs/Recreation in accordance with the requirements of the City Code, Chapter 310, Article V.

Application must be fully completed, signed, and submitted to the Department of Civic Affairs and Recreation no later than **forty-five (45) days** prior to any such event. All information required by this section must be submitted in order for the application to be deemed complete for processing. Any application submitted less than 45 days prior to the scheduled event shall be subject to an additional \$50.00 "rush" administration fee payable at the time of the application submittal.

### APPLICANT INFORMATION

Name of Applicant Organization: The Chalfonte Hotel

Name of Event Chairperson: Dillon Mullock

Address: 301 Howard St.

Phone: [REDACTED] Email: [REDACTED]

Is your organization tax exempt? NO Tax ID #

Is your organization nonprofit? NO Registered No.

### EVENT INFORMATION

Name of Event: *The Howard St Ramble*

Type of Event: *Weekly Entertainment*

Location Requested (Streets, Beach, Park, etc.): *Street and Sidewalk*

Date(s) Requested: *07/24/25, 07/31/25, 08/07/25, 08/14/25, 08/21/25, 08/28/25, 09/04/25, 09/11/25, 09/18/25, 09/25/25, 10/02/25, 10/09/25, 10/16/25, 10/23/25, 10/30/25*

Time(s) Requested: *6:00 PM - 9:00 PM*

Rain Date(s) or Delayed Start Time(s):

*No rain dates - event always ends at 9:00 PM regardless of weather delays*

**Approximate Number of Attendees: 200**

**Will alcohol be served?**

*Alcoholic beverages will not be served in the closed-street area, but persons attending the event will be allowed to bring alcoholic beverages purchased in the Chalfonte into the closed-street viewing area. Applications to allow this, by temporarily extending the Chalfonte liquor-licensed premises to the viewing area ("extension of premises permit" applications) are pending with the ABC. The City must advise the ABC through the ABC's on-line POSSE system if it approves the extension. The ABC will not act on the pending application until it receives the City's comments.*

**\*\*\*AN ABC PERMIT IS REQUIRED FOR ANY EVENT SERVING ALCOHOL. \*\*\*** If alcohol is served, a Certificate of Liability of Liquor Liability is also required naming the City as an additional insured. This certificate must contain exact wording – "City of Cape May is named as Additional Insured (\$300,000.00 General Liability Minimum).

2

## **PUBLIC WORKS / PUBLIC SAFETY**

**Emergency Action Plan (Weather Cancellation Plan, Evacuation Plan, etc.):**

*In the event of inclement weather, The Howard Street Ramble will be moved indoors. The public will be informed of the change through our social media platforms and staff will be informed to educate guests of such changes. All attendees present outdoors will be welcomed into the hotel's public areas for shelter and to continue enjoying the event in a safe indoor setting.*

**If multiple days, will the event require the site to remain in place overnight or will the site be broken down each night (partially or completely)? Explain:**

*No - the event is cleaned up and over after 9:00 PM*

**Describe how you plan to provide security for the event:**

*4 private security guards as well as two Cape May City security officers with one additional security guard dedicated to : monitoring guests attempting to carry drinks outside the extended premises, monitor for 'pass offs', prevent guests from bringing their own alcoholic beverages into the area, enforcing no personal chairs*



policy, and a no glass container policy. Signage will be posted informing guests that alcoholic beverages may not be removed from area, as well as outside beverages may not be brought into the viewing area

If Applicable, Private Security Company Name, Address, Phone and Email: \_\_\_\_\_

Does event request the following Personnel:

• Police Presence: # Vehicles \_\_\_\_\_ x # Hours \_\_\_\_\_ (Requested Times: \_\_\_\_\_) • Fire Presence # Vehicles \_\_\_\_\_ x # Hours \_\_\_\_\_ (Requested Times: \_\_\_\_\_) • EMT Presence: # Vehicles \_\_\_\_\_ x # Hours \_\_\_\_\_ (Requested Times: \_\_\_\_\_)

Describe how you plan to remove trash and recycling from the event site:

*There will be trash containers located in the closed-street area which will be removed by Chalfonte personnel at the conclusion of the event and brought to the adjacent Chalfonte hotel trash / recycling area.*

Describe if electrical services (lights, outlets, etc.) will be used and for what purpose: *NO*

Will City water and sewer be needed: *NO*

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. For example, Special Events may require extra-duty police officers pursuant to Section 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 one hundred (100%) percent of the estimated costs shall be paid not less than five (5) days before the event.

3

Description and Sketch (Attach Separately) of Special Event (Include a copy of program itinerary/schedule, etc.):

*The Chalfonte Hotel in Cape May is a 19th century hotel with large verandas facing the adjoining streets. On certain summer days, between 6:00 pm and 9:00 pm, the Chalfonte offers free entertainment in the form of various bands, performing on the first floor veranda. The performance series is referred to as "THE RAMBLIE". The bands generally draw a good crowd. With the co-operation of the Cape May City Police, the public street adjacent to the performance, (Sewell Avenue between the intersections of Howard Street and Benton Avenue) is closed to vehicular traffic and is used as a public viewing area. Police barricades separate the viewing area*



## APPLICATION AUTHORIZATION

I, Dillon Mullock (Applicant), state that I am the duly authorized representative of the The  
Chalfonte Hotel (Organization) and the information provided in this application is  
correct to the best of my knowledge. I understand that some of the information is preliminary in nature, and I  
will provide updated information as it becomes available. I further agree to abide by changes made to the  
proposed event as indicated on the permit when so granted. I further understand that acceptance of this  
application by the City of Cape May does not constitute authorization to conduct this Special Event.

\_\_\_\_\_  
Signature Date \_\_\_\_\_ Applicant

## INTERNAL USE ONLY

PERMISSION FROM CITY MANAGER:

  
\_\_\_\_\_  
City Manager

Date

Date Received Completed Application: \_\_\_\_\_

Date Insurance Expires: \_\_\_\_\_

*from the adjacent streets which remain open to vehicular traffic. During past events, some patrons have brought their own alcoholic beverages (in coolers and otherwise) and consumed them in the public viewing area. The Chalfonte would prohibit patrons from bringing their own alcoholic beverages into this viewing area, but allow patrons to bring alcoholic beverages purchased in the Chalfonte's existing outlets in the hotel into the public viewing area. This will provide supervision and control over alcoholic beverage activity in the viewing area which had been uncontrolled and unregulated during prior events.*

### **REQUEST FOR CAPE MAY CITY STREET CLOSING**

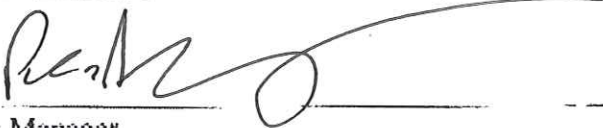
**Location (Specific):** *Sewell Avenue - adjacent to The Chalfonte Hotel*

**Date(s):** *07/24/25, 07/31/25, 08/07/25, 08/14/25, 08/21/25, 08/28/25, 09/04/25, 09/11/25, 09/18/25, 09/25/25,  
10/02/25, 10/09/25, 10/16/25, 10/23/25, 10/30/25*

**Time(s):** *6:00 PM - 9:00 PM*

UNDER THE AUTHORITY VESTED IN ME AS CITY MANAGER OF THE CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY, BY VIRTUE OF N.J.S.A. 40:67-16.9 AND UNDER ORDINANCE OF THE CITY OF CAPE MAY, I HEREBY ORDER AND DIRECT THAT THE ABOVE REFERENCED STREET(S) BE CLOSED FOR THE TIME(S) INDICATED ABOVE.

I FURTHER DIRECT THAT PROPER SIGNS AND BARRIERS BE ERECTED AND THAT THE CITY OF CAPE MAY POLICE DEPARTMENT CONTROL AND REGULATE, AS WELL AS ENFORCE, THIS REGULATION.

  
\_\_\_\_\_  
City Manager

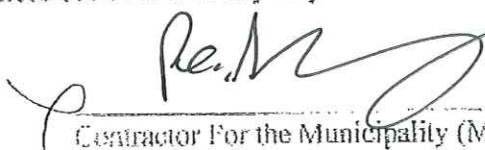
\_\_\_\_\_  
Paul Dietrich Date

**IF CLOSING OF A CAPE MAY COUNTY STREET IS BEING REQUESTED, PLEASE CONTACT CAPE MAY COUNTY DIRECTLY AT (609) 465-1035. COUNTY ROAD CLOSURE APPROVAL MUST BE SUBMITTED WITH SPECIAL EVENT APPLICATION.**

To the fully extent permitted by law,

Dillon Muller Dillon Muller

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cape May, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Cape May against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Cape May, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Cape May, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

  
Contractor For the Municipality (Manager)

For the

  
Notary

Megan Priole Notary

MEGAN PRIOLE  
Notary Public, State of New Jersey  
Comm. # 50212976  
My Commission Expires 08/10/2028



To the fully extent permitted by law, \_\_\_\_\_

*Dillon Miller*

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cape May, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Cape May against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Cape May, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Cape May, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

\_\_\_\_\_  
Contractor For the Municipality (Manager) For the

\_\_\_\_\_  
Notary Notary

Client#: 15690

CHALFPARTN

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 510 Bank Street Cape May, NJ 08204		<b>CONTACT NAME:</b> Jennifer Modica <b>PHONE (A/C, No, Ext):</b> 201 845-6600 <b>E-MAIL ADDRESS:</b> Jennifer.Modica@MarshMMA.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AmTrust International Underwriters Ltd	
		<b>INSURER B:</b> ARI Insurance Company	
		<b>INSURER C:</b> United States Liability Insurance Co	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> CHALFONTE PARTNERS INC & KING EDWARD CO 301 HOWARD ST 301 Howard St. CAPE MAY, NJ 08204-2430		<b>NAIC #</b> 555555 13900 25895	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S		AES122658902	07/31/2025	07/31/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PWC1216601	06/01/2025	06/01/2026	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Liquor Liab		CL1041125X	07/31/2025	07/31/2026	\$1,000,000/\$2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Ramble on Sewell Ave, between Howard st and Benton Ave on Thursdays 6-9

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Cape May 643 Washington St Cape May, NJ 08204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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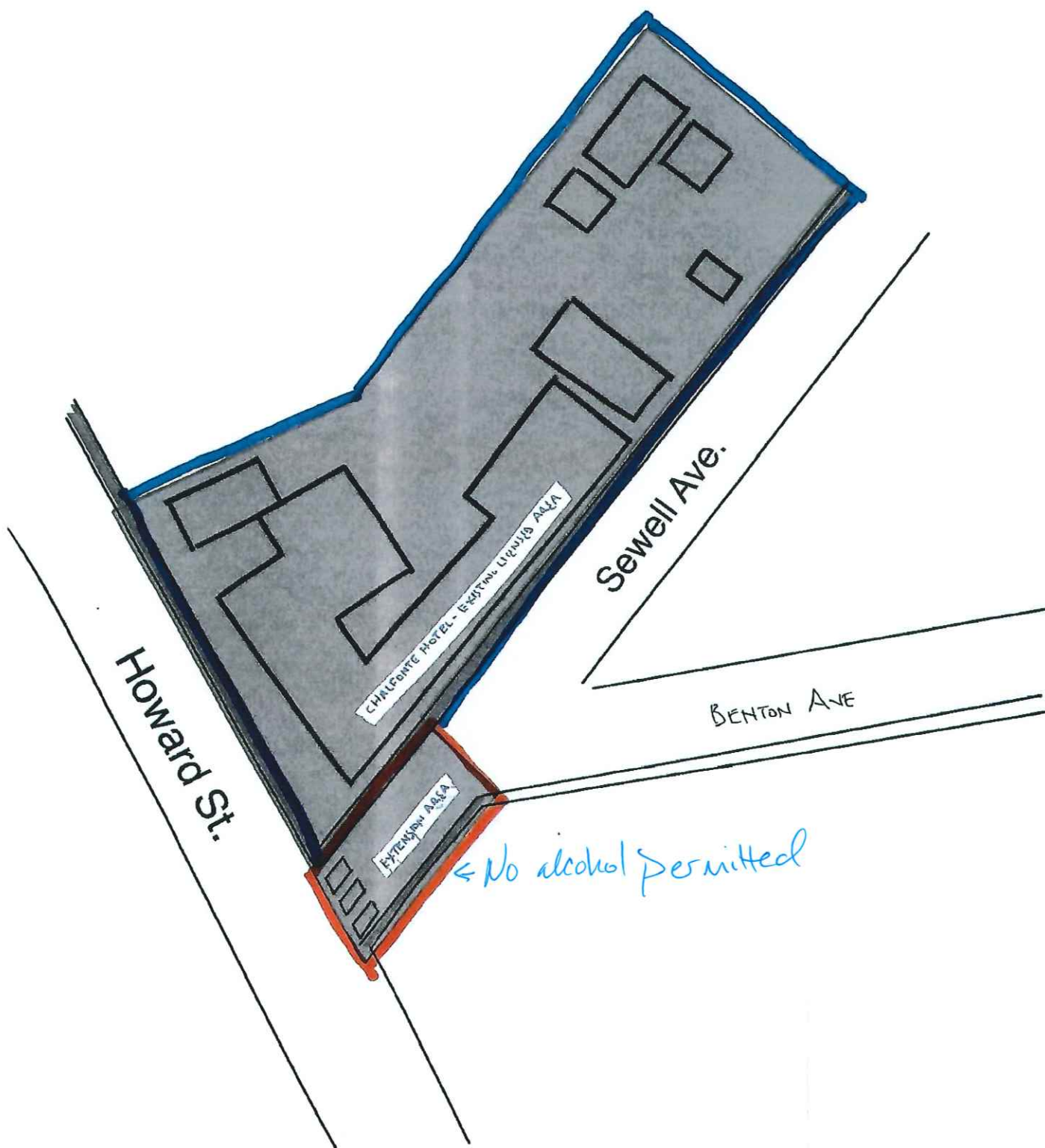






#1









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

**RESOLUTION NO. 293-10-2025**

**RESOLUTION APPOINTING CHIEF FINANCIAL OFFICER  
FOR THE CITY OF CAPE MAY**

**WHEREAS**, as of October 14, 2025, a vacancy will exist in the Office of Chief Financial Officer for the City of Cape May; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-140.10, in every municipality there shall be a chief financial officer appointed by the governing body of the municipality and the term of office shall be four years, which shall run from January 1 in the year in which the chief financial officer is appointed; and

**WHEREAS**, the City Council deems it to be in the best interests of the City of Cape May to appoint an individual possessing the required certification as Municipal Finance Officer pursuant to N.J.S.A. 40A:9-140.2; and

**WHEREAS**, the City has conducted an appropriate search for a qualified replacement. Lauren Read is a qualified and experienced Municipal Chief Finance Officer who holds the necessary licenses and certificates to perform the functions of the office. City Council deems is appropriate to appoint Ms. Read to the position of Chief Financial Officer for the City of Cape May; and

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

1. The recital paragraphs are incorporated as if fully set forth herein.
2. City Council hereby appoints Lauren Read as Chief Financial Officer/Treasurer of the City of Cape May with a salary of \$147,000.00. The CFO is the Department Head for the Department of Finance and will perform the duties and responsibilities set forth in N.J.A.C. 5:32-2.1 and the City Code. Pursuant to Section 10-50 of the City Code, the CFO shall also serve as Municipal Treasurer. Ms. Read shall be responsible to oversee and manage all financial operations of the City of Cape May and fulfill all statutory responsibilities of the Chief Financial Officer; and
3. In accordance with N.J.S.A. 40A:9-140.10, the term of office shall be four (4) years beginning January 1, 2025 and ending December 31, 2028.
4. The City Manager is authorized to commence the employment of Lauren Read at any time following the adoption of this resolution to fill the vacancy in the office of Chief Financial Officer.
5. To provide for the orderly transition of duties from the current Chief Financial

Officer, Kevin Hanie is authorized to serve as Assistant Municipal Treasurer for a temporary period extending no later than November 13, 2025; and

6. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on October 7, 2025.

---

Erin C. Burke, City Clerk

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

cc: Hanie  
Read  
City Manager  
Payroll/HR



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

**RESOLUTION NO. 294-10-2025**

**RESOLUTION REJECTING ALL BIDS FOR  
25R-08 TREE TRIMMING AND STUMP GRINDING SERVICES BID**

**WHEREAS**, pursuant to Resolution No. 160-04-2025, City Council authorized the advertisement for Bids for the Tree Trimming and Stump Grinding Services Bid; and

**WHEREAS**, on August 7, 2025, the City of Cape May received the following bids on the estimated service bid submittal:

Top Notch Tree Care	\$11,200.00
Richs Tree Services	\$14,400.00
Good Tree Services & Stump Removal	\$8,950.00
Joseph McIlvaine Tree and Lawn	\$20,750.00
Menear's Tree Service	\$8,200.00

; and

**WHEREAS**, after bid receipt it became, apparent bid responses were in excess of cost estimates for the project; and

**WHEREAS**, The New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-13.2(a) allows for rejection of bids when, "The lowest bid substantially exceeds the cost estimates for the goods or services; and

**WHEREAS**, it is the recommendation of the City Manager, is to reject all bids.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Cape May, that the bids submitted in response to the Bid for 25R-08 Tree Trimming and Stump Grinding Services Bid are hereby rejected in accord with N.J.S.A. 40A:11-13.2a;

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 October 7, 2025.

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

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

cc: Accounts Payable  
CFO

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

**RESOLUTION NO. 295-10-2025**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO  
DIVERSIFIED STORAGE SOLUTIONS INC.  
THROUGH SOURCEWELL NATIONAL COOPERATIVE CONTRACT #110923-  
SPC NEW FACILITY STORAGE & EQUIPMENT**

**WHEREAS**, in accordance with the requirements of the Local Public Contract Law P.L. 2011, C.139 (the "Law" or "Chapter 139" and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from vendor with a National Cooperative Contract is hereby approved for municipalities, and;

**WHEREAS**, the City of Cape May has the need to procure certain facility storage and equipment solutions in conjunction with the newly constructed police department, in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

**WHEREAS**, there is a need for furnishing of equipment through Sourcewell National Cooperative #110923-SPC New Facility Storage & Equipment and accessories; and

**WHEREAS**, authorized distributor for Spacesaver Inc., Diversified Storage Solutions Inc., 56 Buttonwood St, Norristown, PA 19401 holder of Sourcewell National Cooperative Contract #110923-SPC has provided for quote in the amount of \$187,800.00; and

**WHEREAS**, the City of Cape May joined the Sourcewell National Cooperative on September 5, 2023, through resolution R#232-09-2023;

**WHEREAS**, the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with, and;

**WHEREAS**, the Qualified Purchasing Agent has complied with the public notification provisions of public advertisement and has received no protests in accord with law and regulation.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Cape May, County of Cape May, as follows: the City Manager is authorized to enter into a contract for certain facility storage and equipment solutions in conjunction with the newly constructed police department for \$187,800.00 with authorized distributor for Spacesaver Inc., Diversified Storage Solutions Inc., 56 Buttonwood St, Norristown, PA 19401 holder of Sourcewell National Cooperative Contract #110923-SPC, consistent with the tenets as bid within the cooperative purchasing awards.



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 October 7, 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: PD  
Accounts Payable  
QPA

Resolution: 296-10-2025  
Amount: \$187,800.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the C-04-55-922-101, C-04-55-925-102, C-04-55-918-201, C-04-55-921-404, C-04-55-921-405, C-04-55-922-205, C-04-55-924-201 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, Acting CFO





# CITY OF CAPE MAY

## National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	110923-SPC New Facility Storage & Equipment	Diversified Storage Solutions Inc. as authorize distributor for Spacesaver Corporation- New Facility Storage & Equipment Proposal
<b>VENDOR</b>	Diversified Storage Solutions Inc. 56 Buttonwood St, Norristown, PA 19401	
<b>DATES OF CONTRACT</b>	Maturity Date 12/29/2027	
<b>DATE OF BID ADVERTISEMENT</b>	September 21, 2023	
<b>DATE OF BID OPENING</b>	November 9, 2023	
<b>RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE</b>	9/5/2023	R#232-09-2023
<b>VENDOR COMPLIANCE</b>	<b>BUSINESS REGISTRATION</b>	Y
	<b>AFFIRMATIVE ACTION CEIR/ AA302?</b>	Y
	<b>OWNERSHIP</b>	Y
	<b>RUSSIA</b>	Y
	<b>IRAN</b>	Y
<b>SAVINGS COMPARISON</b>	<u><b>QUOTED PRICE AND DETAILS</b></u> All storage, locker room and other facilities for new police station outfitting in the amount of \$187,800.00	<u><b>COMPARABLE PRICE AND DETAILS</b></u> No current pricing available on NJ State contract in the required type of equipment If bid the costs and labor, advertisement costs in addition to expected outcomes would not realize a significant cost savings as the sourcewell option.



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

**RESOLUTION NO. 296-10-2025**

**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 October 2, 2025 for the amount of: \$2,415,818.58

Current Fund Appropriations	\$1,389,015.51
Water/Sewer Utility Operating Fund	\$96,982.56
Tourism Utility Fund	\$22,793.78
General Capital Improvements	\$769,369.31
Water/Sewer Capital Improvements	\$40,142.00
Escrow Special Account	\$13,701.75
Trust Fund	\$4,664.00
Grant Fund	\$8,525.15
Beach Utility Fund Appropriations	\$32,124.52
Beach Utility Capital Improvements	\$38,500.00
	<u>\$ 2,415,818.58</u>

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on October 7, 2025.

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

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





October 2, 2025  
10:22 AM

City of Cape May  
Bill List By Vendor Id

Page No: 1

P.O. Type: All  
Range: First to Last  
Format: Condensed  
Vendors: All  
Rcvd Batch Id Range: First to Last

Include Non-Budgeted: Y

Open: N Paid: N Void: N  
Rcvd: Y Held: Y Aprv: N  
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00038	CMC MUA								
		25-02190	09/11/25	AUG 2025 WASTE/BRANCHESLEAVES	Open	4,234.29	0.00		
00063	CAPE MAY CITY BOARD EDUCATION								
		25-02249	09/19/25	LOCAL SCHOOL TAX 2025 OCTOBER	Open	163,549.00	0.00		
00077	ATLANTIC CITY ELECTRIC								
		25-02215	09/12/25	AUGUST ELECTRIC CHARGES	Open	11,696.45	0.00		
		25-02243	09/19/25	SEPTEMBER ELECTRIC CHARGES	Open	528.42	0.00		
		25-02244	09/19/25	SEPTEMBER ELECTRIC CHARGES	Open	333.66	0.00		
		25-02245	09/19/25	SEPTEMBER ELECTRIC CHARGES	Open	573.72	0.00		
		25-02246	09/19/25	SEPTEMBER ELECTRIC CHARGES	Open	992.18	0.00		
		25-02303	09/29/25	SEPTEMBER ELECTRIC CHARGES	Open	12,980.48	0.00		
		25-02304	09/29/25	SEPTEMBER ELECTRIC CHARGES	Open	844.61	0.00		
						27,949.52			
00085	V. E. RALPH & SON, INC								
		25-02185	09/11/25	Ice Packs	Open	89.44	0.00		
		25-02258	09/22/25	EMS Supplies-Pulse Ox Probes	Open	96.80	0.00		
						186.24			
00092	VERIZON WIRELESS								
		25-02210	09/12/25	PD WIRELESS 242537288-00001	Open	983.72	0.00		
		25-02310	09/30/25	WIRELESS BILL 542308248-00001	Open	2,672.15	0.00		
						3,655.87			
00139	AMERICAN GAS LAMP WORKS								
		25-01973	08/25/25	AUG 2025 LAMP ITEMS INS CLAIM	Open	1,856.00	0.00		
		25-02006	08/25/25	GAS LAMPS FALL CLEAN UP SUPPLY	Open	6,528.00	0.00		
						8,384.00			
00182	MENDO, JOSEPH								
		25-02169	09/11/25	3 NJDEP License Renewals	Open	150.00	0.00		
00216	NJ WATER ASSOCIATION								
		25-02267	09/26/25	2025 NJ Water Ass. Annual Dues	Open	690.00	0.00		
		25-02268	09/26/25	2025 Annual Water Conference	Open	1,110.00	0.00		
						1,800.00			
00312	LCMR SCHOOL DISTRICT								
		25-02250	09/19/25	REGIONAL SCHOOL TAX - OCTOBER	Open	855,725.10	0.00		
00358	VERIZON								
		25-01557	07/11/25	ACCT# 350-747-677-0001-03	Open	226.24	0.00		
		25-01558	07/11/25	ACCT# 450-747-679-0001-42	Open	66.47	0.00		
		25-01559	07/11/25	ACCT# 450-747-682-0001-88	Open	56.77	0.00		
		25-02251	09/19/25	ACCT# 250-747-564-0001-26	Open	123.92	0.00		

October 2, 2025  
10:22 AM

City of Cape May  
Bill List By Vendor Id

Page No: 2

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00358	VERIZON	Continued					
25-02252	09/19/25	ACCT# 358-077-238-0001-41	Open	3,164.73	0.00		
25-02253	09/19/25	ACCT# 658-078-487-0001-93	Open	2,287.64	0.00		
25-02305	09/29/25	ACCT# 250-431-142-0001-85	Open	143.40	0.00		
25-02306	09/29/25	ACCT# 450-747-679-0001-42	Open	127.54	0.00		
25-02307	09/29/25	ACCT# 450-747-682-0001-88	Open	113.47	0.00		
				6,310.18			
00386	PEDRONI FUEL COMPANY						
25-02174	09/11/25	DEC 2024 INVOICE NOT RECEIVED	Open	1,206.85	0.00		
25-02178	09/11/25	AUGUST 2025 INVOICES	Open	11,325.92	0.00		
				12,532.77			
00419	RUTGERS, THE STATE UNIV OF NJ						
25-02148	09/10/25	Information for Records Manage	Open	653.00	0.00		
00429	SEA GEAR MARINE SUPPLY INC						
25-02273	09/26/25	Sea Gear September	Open	30.91	0.00		
25-02301	09/26/25	Rain gear T Rucci	Open	379.49	0.00		
				410.40			
00451	SOUTH JERSEY GAS CO						
25-02205	09/12/25	GAS BILLING 7/30/25-8/28/25	Open	2,552.58	0.00		
25-02302	09/29/25	GAS BILLING 8/13/25-9/14/25	Open	209.58	0.00		
				2,762.16			
00462	SWAIN'S/ACE HARDWARE INC						
25-02149	09/10/25	AUG 2025 TRAFFIC MAINT 30841	Open	447.19	0.00		
25-02281	09/26/25	AUGUST 2025 S&R INVOICES	Open	610.95	0.00		
				1,058.14			
00466	PIER 47 INC						
25-02218	09/15/25	Winterize Carolina Skiff	Open	886.29	0.00		
25-02256	09/22/25	Winterize Waverunner	Open	245.92	0.00		
				1,132.21			
00467	TCTA ASSOC OF CMC						
25-02293	09/26/25	Membership Dues- Patricia Taub	Open	150.00	0.00		
00478	GT MID ATLANTIC						
25-02226	09/16/25	WATER PUMP DPW VEHICLE	Open	178.06	0.00		
00519	CAPE MAY COUNTY HERALD						
25-02121	09/08/25	LEGAL ADVERTISEMENTS 8/27/25	Open	173.31	0.00		
25-02217	09/15/25	AFFIDAVIT FEE #163570,163510	Open	25.00	0.00		
25-02232	09/16/25	9/15/2025 Publication Invoices	Open	129.53	0.00		
25-02271	09/26/25	LEGAL ADS PB/ZB 8/26 & 8/28	Open	108.11	0.00		
				435.95			
00699	B.W. STETSON & COMPANY						
25-02225	09/16/25	AUGUST 2025 COFFEE	Open	322.50	0.00		



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Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
00742	CORE & MAIN					
25-01905	08/13/25 Sewer cable and brass parts	Open	1,478.00	0.00		
25-02005	08/25/25 curb boxes and megalug	Open	3,160.00	0.00		
25-02160	09/11/25 pump gaskets WT plant	Open	18.90	0.00		
25-02300	09/26/25 Sensus annual fee	Open	<u>13,409.80</u>	0.00		
			18,066.70			
00768	HACH COMPANY					
25-02032	08/27/25 Water Distribution Parts	Open	2,562.01	0.00		
00898	M S BROWN JEWELERS					
25-01896	08/13/25 End of Year Awards	Open	78.00	0.00		
01019	KLENZOID INC					
25-02168	09/11/25 K 300 Bulk delivery	Open	3,304.00	0.00		
01237	THOMSON WEST					
25-02152	09/10/25 Clear pymt for Det Patrol Div	Open	393.72	0.00		
01942	FIRE & SAFETY SERVICE LTD					
24-02636	08/21/24 LADDER TRUCK	Open	471,226.93	0.00		B
01956	COYNE CHEMICAL CO INC					
25-02022	08/27/25 Accutab SI C12	Open	9,692.16	0.00		
02037	INTERNATIONAL CODE COUNCIL					
25-01880	08/13/25 DUES/SUBSCRIPTIONS	Open	794.00	0.00		
02850	A C SCHULTES INC					
25-01359	06/23/25 Inspect & Repair CO2 Pump	Open	1,834.00	0.00		
25-01861	08/11/25 Well 4 Motor repair	Open	10,926.00	0.00		
25-02266	09/26/25 Lime booster pump P-261	Open	<u>3,762.00</u>	0.00		
			16,522.00			
02958	CATERINA SUPPLY INC					
25-01987	08/25/25 AUGUST 2025 GRATE COVERS	Open	2,719.00	0.00		
03054	ALL AMERICAN POLY					
25-02157	09/11/25 Bags for cans - (180 cases)	Open	6,233.40	0.00		
03242	AMBASSADOR MEDICAL SERVICES					
25-02275	09/26/25 DRUG TEST APRIL 2025 INVOICE	Open	180.00	0.00		
03300	CDW GOVERNMENT INC					
25-02090	09/03/25 Rocket Reflect DT Software CMPD	Open	134.25	0.00		
03399	CAMDEN COUNTY COLLEGE					
25-02222	09/15/25 L.WALTER T/A CLASS	Open	495.00	0.00		
03458	DISCOUNT HYDRAULIC CORP					
25-01913	08/13/25 HYDRAULIC PUMP AUG/SEPT INVS	Open	965.58	0.00		B

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03639	VECTOR SECURITY, INC								
	25-02063	09/02/25		CAMERA SYSTEM SERVICE INVOICE	Open	494.64	0.00		
	25-02229	09/16/25		DPW 8/22/2025 CAMERA/FIRE SYS	Open	<u>183.98</u>	0.00		
						678.62			
03674	MAGLOCLEN								
	25-01993	08/25/25		Magloclen Membership CMPD	Open	400.00	0.00		
03893	COMCAST								
	25-02211	09/12/25		ACCT# 8499 05 006 0289317	Open	277.78	0.00		
	25-02242	09/18/25		ACCT# 8499 05 006 0288772	PD Open	100.54	0.00		
	25-02248	09/19/25		ACCT# 8499 05 007 0020686	Open	177.32	0.00		
	25-02309	09/30/25		ACCT# 8499 05 006 0283955	FH Open	<u>347.95</u>	0.00		
						903.59			
03955	VILLAS NAPA AUTO PARTS								
	25-02001	08/25/25			Open	231.58	0.00		B
	25-02003	08/25/25			Open	42.40	0.00		B
	25-02004	08/25/25			Open	<u>1,454.52</u>	0.00		B
						1,728.50			
03985	RICOH USA, INC.								
	25-02206	09/12/25		COPIER SERVICE 10/2-11/1/25	PD Open	115.13	0.00		
	25-02207	09/12/25		COPIER SERVICES 8/23-9/22/25	Open	792.02	0.00		
	25-02208	09/12/25		COPIER SERVICES 9/1-9/30 BCHTG	Open	154.68	0.00		
	25-02209	09/12/25		COPIER SERVICES 9/1/25-9/30/25	Open	904.27	0.00		
	25-02212	09/12/25		COPIER SERVICE 9/3-10/2/25	SUB Open	54.96	0.00		
	25-02213	09/12/25		COPIER SERVICES 9/3/25-10/2/25	Open	185.90	0.00		
	25-02214	09/12/25		COPIER SERVICES 9/3/25-10/2/25	Open	614.00	0.00		
	25-02247	09/19/25		COPIER SERVICES 8/27-9/26/25	Open	<u>557.68</u>	0.00		
						3,378.64			
04222	CAPE MAY RIGGINS								
	25-02228	09/16/25		SEPTEMBER 2025 GAS INVOICES	PD Open	186.01	0.00		
	25-02283	09/26/25		SEPT 4TH & 5TH 2025 FUEL	Open	<u>255.99</u>	0.00		
						442.00			
04330	LUCAS, N.GEORGE & M. LOUISE								
	25-01931	08/18/25		FALL 2025 SEASON - MUMS, KALE	Open	7,958.00	0.00		
04537	W.B. MASON COMPANY, INC.								
	25-02201	09/11/25		WB Mason Order PD Banker Boxes	Open	98.15	0.00		
	25-02221	09/15/25		Office supplies	Open	<u>386.18</u>	0.00		
						484.33			
04600	KNOX ASSOCIATES, INC								
	25-01964	08/25/25		ELECTRONIC KEYS & MOUNTING	Open	18,873.00	0.00		
04835	RARITAN VALVE & AUTOMATION								
	25-02198	09/11/25		Valvcon Actuator WT Plant	Open	2,495.00	0.00		
05191	FRANKLIN ALARM COMPANY								
	25-02193	09/11/25		JULY AND AUGUST 2025 INVOICES	Open	3,106.52	0.00		



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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
05202	ONE CALL CONCEPTS, INC.								
		25-02299	09/26/25	Markouts August 2025	Open	505.40	0.00		
05307	HUNTER KEYSTONE PETERBILT, LP								
		25-02084	09/03/25	DPW TRASH TRUCK #106	Open	631.88	0.00		
05784	VINELAND SYRUP								
		25-02231	09/16/25	winterize ice machine service	Open	170.00	0.00		
06072	CAPE MINING AND RECYCLING								
		25-02227	09/16/25	AUG 2025 STUMPS & TREE PARTS	Open	35.00	0.00		
06126	FALASCA MECHANICAL INC								
		25-02224	09/16/25	INVOICES - SEVERAL LOCATIONS	Open	4,871.89	0.00		
06139	TURF EQUIPMENT & SUPPLY								
		25-01895	08/13/25	POWER CONTROL CENTER & CABLE	Open	3,354.82	0.00		
06174	UNITED UNIFORMS								
		25-02171	09/11/25	Uniforms for Clerk N. Hunter	Open	184.00	0.00		
		25-02189	09/11/25	OEM SAFETY EQUIPMENT	Open	<u>1,590.00</u>	0.00		
						1,774.00			
06337	TEC ELEVATOR INC.								
		25-02196	09/11/25	MONTHLY ELEVATOR CITY HALL	Open	256.10	0.00		
06593	PETROSH'S								
		25-02007	08/25/25	linen rentals for events	Open	1,758.00	0.00		
		25-02150	09/10/25	Int'l Assoc of Identification	Open	1,730.00	0.00		
		25-02170	09/11/25	Employee Wellness fair	Open	<u>810.00</u>	0.00		
						4,298.00			
06666	GOLD MEDAL ENVIRONMENTAL								
		25-02223	09/16/25	AUGUST 2025 INVOICES	Open	8,995.20	0.00		
06669	NJ LEAGUE OF MUNICIPALITIES								
		25-02183	09/11/25	Workshop Health Ins & Retireme	Open	75.00	0.00		
06862	WIND SYMPHONY OF SOUTHERN NJ								
		25-02175	09/11/25	Rotary Park 9/7/25	Open	800.00	0.00		
07074	STOCKTON UNIVERSITY								
		25-02047	09/02/25	BEACH FACE SLOPE SURVEY SPRING	Open	15,535.70	0.00		
07214	MULTI-TEMP MECHANICAL INC.								
		25-02219	09/15/25	CONVENTION HALL HVAC	Open	220,572.13	0.00		B
07261	AMERICAN BANKERS INS. CO.								
		25-01740	07/30/25	FLOOD INSURANCE	Open	4,837.00	0.00		
07304	SEA GEAR OUTFITTERS								
		25-02186	09/11/25	Sea Gear Outfitters August	Open	122.06	0.00		



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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
07403	BLAINE PAYNTER								
		25-02285	09/26/25	License reimbursements	open	154.95	0.00		
07657	ROBBIE CONLEY ARCHITECT LLC								
		25-02046	09/02/25	DEV OF BEACH PATROL STATION	open	38,500.00	0.00		B
07823	PAUL J. BALDINI, P.A.								
		25-02147	09/10/25	PB CONFLICT ATTORNEY 07-22-25	open	850.00	0.00		
07995	GARDEN STATE LABORATORIES, INC								
		25-02280	09/26/25	August 2025 Lab Services	open	1,774.00	0.00		
08492	RICHARD BAGGETT JR								
		25-02286	09/26/25	License renewals	open	100.00	0.00		
08508	AXON ENTERPRISE, INC								
		25-02200	09/11/25	Axon Dronesense Software	open	2,500.65	0.00		
		25-02239	09/16/25	Axon Air Drone License's	open	844.08	0.00		
		25-02289	09/26/25	Axon Pro License x 4 Officers	open	4,075.50	0.00		
						7,420.23			
08592	BROWN & CONNERY, LLP								
		25-01877	08/11/25	Monthly Billing -	open	4,201.50	0.00		B
08597	ENGINEERING DESIGN ASSOCIATES								
		25-02308	09/30/25	ENGINEERING SEVICES 6/1-7/31/25	open	21,230.55	0.00		
08717	DIVAL SAFETY EQUIPMENT, INC								
		25-01809	08/07/25	CARBON CYLINDERS/VALVE ASSY	open	42,850.00	0.00		
08811	CME ASSOCIATES, INC								
		24-01056	04/12/24	CME DESAL PLANT - EPA GRANT	open	20,436.09	0.00		B
08858	AMAZON CAPITAL SALES, INC.								
		25-01837	08/07/25	Battery back up	open	189.99	0.00		
		25-02105	09/08/25	fitness bands	open	98.89	0.00		
		25-02173	09/11/25	clipboards for cmcc and events	open	36.24	0.00		
		25-02194	09/11/25	stanchion for cmcc	open	30.98	0.00		
		25-02254	09/22/25	Cots	open	796.89	0.00		
		25-02264	09/22/25	POINSETTIA'S SILK 2025	open	1,413.85	0.00		
						2,566.84			
08881	STEVENSON SUPPLY CO, INC.								
		25-01663	07/21/25	ball & check valves for WTP	open	1,253.37	0.00		
08969	ANTHONY BAKER ENTERTAINMENT								
		25-02192	09/11/25	2026 Summer Send off	open	2,000.00	0.00		
08995	KINGBARNES, LLC								
		25-02172	09/11/25	PB/ZB MTGS/REVIEWS/RESOLUTIONS	open	3,540.00	0.00		
09017	WESTSIDE MARKET, LLC								
		25-01972	08/25/25	HOAGIE TRAYS & SALADS	open	1,539.00	0.00		

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Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
09018	EMERGE ARTIST DEVELOPMENT, LLC					
25-02166	09/11/25 Rotary Park 8/22-9/5	Open	4,500.00	0.00		
09024	GOLDTYPE BUSINESS MACHINES, INC					
25-02240	09/16/25 E-Ticket Fee Oct 25 - Sept 26	Open	3,407.00	0.00		
09325	STAGING DIMENSIONS, INC.					
25-02108	09/08/25 new stage pieces	Open	190.00	0.00		
09384	CINTAS CORPORATION NO.2					
25-02220	09/15/25 final med box fill for season	Open	50.05	0.00		
25-02255	09/22/25 Cintas September Refill	Open	<u>43.93</u>	0.00		
			93.98			
09405	KURITA					
25-02179	09/11/25 RO Membrane Cleaning Chemicals	Open	3,945.00	0.00		
25-02269	09/26/25 RO Membrane Cleaning Chemicals	Open	<u>2,358.00</u>	0.00		
			6,303.00			
09457	NATIONAL HIGHWAY PRODUCTS, INC					
25-01898	08/13/25 SIGANGE & PRINT INK HEADS	Open	13,679.38	0.00		
09470	SWOYER SERVICES					
25-02184	09/11/25 Swoyer Installment 3	Open	1,320.00	0.00		
09510	KAESER & BLAIR INC					
25-02093	09/03/25 CMPD Event Promotions items.	Open	1,361.01	0.00		
09526	HANNAH FAULKNER					
25-02335	10/01/25 EMPLOYEE REIMBURSEMENT TRAVEL	Open	40.00	0.00		
09593	JUSTIN RIGGS					
25-02336	10/01/25 PARKING SHRM CONFERENCE	Open	40.00	0.00		
09602	GRIDLESS POWER					
25-01881	08/13/25 CAMERA INSTALL BWALK & BRIDGE	Open	8,955.05	0.00		B
09769	AMERIHEALTH					
25-02261	09/22/25 October medical active+retiree	Open	217,420.05	0.00		
09770	DELTA DENTAL OF NJ, INC					
25-02260	09/22/25 October Dental active EE	Open	9,166.28	0.00		
09786	DELTA DENTAL OF CONNECTICUT					
25-02259	09/22/25 October Vision for active EE	Open	1,111.06	0.00		
09807	BTS CLEANING SERVICE LLC					
25-00979	05/13/25 BEACH BATHROOM JANITORIAL	Open	42,200.00	0.00		B
09812	DAVIDA WINES					
25-02338	10/01/25 PARKING SHRM CONFERENCE	Open	60.00	0.00		



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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09863	GOOD TREE & STUMP REMOVAL INC						
25-02097	09/03/25	Tree Maintenance 9/2/25	open	4,512.00	0.00		
09864	OMADA GROUP INC						
25-02204	09/11/25	Drone Water Rescue equipment.	open	1,730.43	0.00		
25-02241	09/16/25	DJI Drone Rescue Drop System	open	<u>799.99</u>	0.00		
				2,530.42			
09867	REASONABLE OUTDOORS LLC						
25-02276	09/26/25	INV LAFAYETTE ST PARK IRRIGAT	open	1,193.55	0.00		
09869	JASON GRIMES						
25-02287	09/26/25	School Textbook	open	140.00	0.00		
9568	SURENIAN, EDWARDS, BUZAK & NOLAN						
25-02156	09/11/25	LITIGATION AFFORDABLE HOUSING	open	1,827.00	0.00		
25-02161	09/11/25	LITIGATION AFFORDABLE HOUSING	open	<u>2,837.00</u>	0.00		
				4,664.00			
9592	HURLESS PLANNING & ENGINEERING						
25-02176	09/11/25	PB/ZB MP/APPL REVIEW/INSPECT	open	12,286.75	0.00		
<hr/>							
Total Purchase Orders:	159	Total P.O. Line Items:	0	Total List Amount:	2,415,818.58	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	5-01	1,389,015.51	0.00	1,389,015.51	0.00	0.00	1,389,015.51
WATER UTILITY OPE	5-09	96,982.56	0.00	96,982.56	0.00	0.00	96,982.56
TOURISM UTILITY F	5-20	22,793.78	0.00	22,793.78	0.00	0.00	22,793.78
BEACH UTILITY FUN	5-30	32,124.52	0.00	32,124.52	0.00	0.00	32,124.52
Year Total:		1,540,916.37	0.00	1,540,916.37	0.00	0.00	1,540,916.37
BEACH UTILITY CAP	B-08	38,500.00	0.00	38,500.00	0.00	0.00	38,500.00
GENERAL CAPITAL	C-04	769,369.31	0.00	769,369.31	0.00	0.00	769,369.31
BUILDER ESCROWS -	E-16	13,701.75	0.00	13,701.75	0.00	0.00	13,701.75
GRANT FUND	G-02	8,525.15	0.00	8,525.15	0.00	0.00	8,525.15
TRUST FUND	T-15	4,664.00	0.00	4,664.00	0.00	0.00	4,664.00
WATER UTILITY CAP	U-06	40,142.00	0.00	40,142.00	0.00	0.00	40,142.00
Total of All Funds:		2,415,818.58	0.00	2,415,818.58	0.00	0.00	2,415,818.58



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

**RESOLUTION NO. 297-10-2025**

**RESOLUTION AMENDING COUNCIL MEETING TIMES FOR THE REMAINDER OF  
2025**

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

**WHEREAS**, Resolution 32-01-2025 designated the City Council meeting times, dates, and location for the 2025 calendar year; and

**WHEREAS**, City Council has decided to change the Regular meeting times for the remainder of the 2025 calendar year from 5:00 P.M. to 5:30 P.M.,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, that the following schedule of Regular meetings be and is hereby adopted for the period October 8, 2025 through January 6, 2026, all meetings to be held in the City Hall Auditorium, 643 Washington Street, Cape May, NJ or virtually upon proper notice.

**REGULAR COUNCIL MEETING**  
**1<sup>st</sup> Tuesday of every month at 5:30 P.M.**

**Unless otherwise noted**  
Monday, November 3, 2025  
Tuesday, December 2, 2025

**REGULAR COUNCIL MEETING**  
**3<sup>rd</sup> Tuesday of every month at 5:30 P.M.**

**Unless otherwise noted**  
Tuesday, October 21, 2025  
Monday, November 17, 2025  
Tuesday, December 16, 2025

**2026 REORGANIZATION MEETING OF CAPE MAY CITY COUNCIL**  
**Tuesday, January 6, 2026 at 4:00 P.M.**

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on October 7, 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: All Departments  
City Attorney  
City Engineers  
City Hall Bulletin Board  
Cape May City Housing Authority  
Cape May Co. Library/Cape May City Branch  
Cape May Star and Wave  
The Press of Atlantic City  
Cape May County Herald