

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

**RESOLUTION NO. 329-12-2025**

**RESOLUTION INTRODUCING AND APPROVING THE 2026 BUDGET OF THE  
WASHINGTON STREET MALL BUSINESS IMPROVEMENT DISTRICT  
OF THE CITY OF CAPE MAY**

**WHEREAS**, the Washington Street Mall Management Company, Inc., a New Jersey Nonprofit Corporation, is legally empowered to manage the administrative and business affairs as the District Management Corporation of the Washington Street Mall Business Improvement District; and

**WHEREAS**, as required by N.J.S.A. 40:56-84, the District Management Corporation shall submit a detailed annual budget for the adoption by Resolution of the governing body in the amount of \$305,166.50; and

**WHEREAS**, proper notice will be given by public advertising and posting in public places regarding the time, place and the date of public hearing on the Washington Street Mall Business Improvement District 2026 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the attached statement of revenues and appropriations shall constitute the Washington Street Mall Business Improvement District 2026 Budget. Said Budget shall be published in the official newspaper on December 10, 2025. A hearing on the Budget will be held in the City of Cape May City Hall Auditorium on January 6, 2026 at approximately 5:00 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 December 2, 2025.

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

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

**ESTIMATED ADOPTION TIMELINE:**

Introduced/Approved: December 2, 2025  
Publication: December 10, 2025  
Public Hearing & Adoption: January 6, 2026

Washington Street Mall Management Company				
Proposed Budget 2026				
REVENUE				
Assessments (2026)				\$ 72,675.98
Brick Income				\$ 221,490.52
Surplus to be used in 2026				\$ 11,000.00
				100% \$ 305,166.50
Administrative & Professional				5.24% \$ 16,000.00
PO Box, Stationary, Bank Fees, Stamps				
Insurance, Bookkeeper, Audit & Legal Fees				
Memberships				0.33% \$ 1,000.00
MAC, CM Chamber				
Mall Enhancement Projects				32.77% \$ 100,000.00
Tree Trimming, Lighting on Trees,				
Drip Irrigation, Bistro lights, Security cameras				
Décor & Maintenance				19.66% \$ 60,000.00
Spring, Summer, Fall, & Holiday Décor in				
planter boxes and baskets on Carpenters				
Lane, Washinton St, Lyle Lane, & Liberty				
Memorial Brick Program				5% \$ 16,000.00
Management, Production, Installation,				
Expenses				
Advertising				2.62% \$ 8,000.00
MAC, Vacation Time, Herald,				
County Travel Guide				
Events				4% \$ 13,000.00
Easter Stroll, Tunes on Tuesdays, Trick or				
Small Business Saturday, Hospitality Night				
Website & Social Media				2.62% \$ 8,000.00
Domain & Hosting, Instagram, Facebook				
Provision for Uncollected Assessments				0.66% \$ 2,000.00
Miscellaneous				0.33% \$ 1,000.00
Future Capital				26.27% \$ 80,166.50
To fund improvements to the Mall				
				100% \$ 305,166.50

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

**RESOLUTION NO. 323-11-2025**

**RESOLUTION ESTABLISHING A 2026 COMMEMORATIVE BEACH TAG FOR THE  
CITY OF CAPE MAY**

**WHEREAS**, 2026 marks the City's 50<sup>th</sup> anniversary of receiving its National Historic Landmark designation, as well as the 175<sup>th</sup> anniversary incorporation as the "City of Cape May"; and

**WHEREAS**, the City desires to create a 2026 commemorative seasonal beach tag available for purchase at a cost of \$100.00 each to celebrate said anniversaries.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.
2. City Council hereby authorizes the selling of a commemorative seasonal beach tag for the 2026 season at a cost of \$100.00 per tag.
3. Proceeds from the sale of commemorative tags will go towards funding the City's planned celebrations for the 50<sup>th</sup> Anniversary of being designated a National Historic Landmark; and
4. The City Manager and all appropriate City Officials are hereby authorized and directed to take any and all other actions necessary to effectuate the purposes thereof and advertise the above rate for sale of said commemorative beach tag, effective for the December 2025 presale and throughout 2026.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

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Erin C. Burke, City Clerk

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

cc: Beach Tag  
Accounts Payable



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

**RESOLUTION NO. 330-12-2025**

**RESOLUTION REAPPOINTING DEBORAH A. LINDHOLM  
AS CITY TAX COLLECTOR**

**WHEREAS**, N.J.S.A. 40A:9-142 provides that every municipal Tax Collector hold his or her office for a term of four years from the first day of January next following his/her appointment, and that vacancies other than due to expiration of term shall be filled by appointment for the unexpired term; and

**WHEREAS**, the Faulkner Act Council-Manager Plan, N.J.S.A. 40:69-A-81 et seq., N.J.S.A. 40A:9-141 et seq., and the Revised General Ordinances of the City of Cape May provide that the City Tax Collector shall be appointed by the City Council; and

**WHEREAS**, Deborah A. Lindholm has served as the City's Tax Collector since being appointed to fill an unexpired term ending December 31, 2021 and was then appointed pursuant to Resolution No. 316-12-2021 for a term beginning January 1, 2022 and ending December 31, 2025; and

**WHEREAS**, the City of Cape May is required to appoint a Cape May City Tax Collector due to the expiration of that term; and

**WHEREAS**, the City Council desires to reappoint Deborah A. Lindholm as the City Tax Collector; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-145.7, Deborah A. Lindholm possesses the requisite qualifications to be appointed as City Tax Collector as evidenced by Tax Collector Certificate No. T-8150; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-145.8, a Certified Tax Collector earns tenure after serving as Tax Collector for four consecutive years and being reappointed to the position.

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

1. City Council hereby reappoints Deborah A. Lindholm as Cape May City Tax Collector for a four (4) year term beginning January 1, 2026 and ending December 31, 2029.
2. By virtue of this reappointment, the Tax Collector acquires tenure pursuant to N.J.S.A. 40A:9-145.8; and
3. The City Manager and all appropriate officials are hereby directed to take any and all action necessary to effectuate the terms and conditions of this Resolution.
4. This resolution shall take effect immediately, according to law.



I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

---

Erin C. Burke, City Clerk

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

cc:     Manager  
          Personnel File  
          City Clerk  
          Deborah Lindholm

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

**RESOLUTION NO. 331-12-2025**

**RESOLUTION OF THE CITY OF CAPE MAY CITY, COUNTY OF CAPE MAY, NEW JERSEY AUTHORIZING THE INSTALLATION OF THE BLACK HERITAGE TRAIL MARKER AT THE AME CHURCH**

**WHEREAS**, The New Jersey Historical Commission, African American History Program, and the Black Heritage Trail, Department of State New Jersey Historical Commission would like to recognize the City of Cape May with a commemorative marker to be located at AME Church, Cape May, New Jersey, Cape May County; and

**WHEREAS**, this historical marker will recognize that this was the first all-Black church congregation in Cape May City and it was not until 1888 that this congregation built its own structure, the current Allen AME Church, at 715 Franklin Street; and

**WHEREAS**, the New Jersey Historical Commission is called through legislation to establish a Black Heritage Trail "to promote awareness and appreciation of Black history, heritage, and culture" that will "highlight Black heritage sites through historical markers and a trail-like path that connects the stories of Black life and resiliency."; and

**WHEREAS**, the New Jersey Historical Commission has required the City to approve the AME Church location for the marker whose dimensions are 30 inches x 42 inches and 7 feet tall; and

**WHEREAS**, the New Jersey Historical Commission may require the assistance of the City of Cape May City Public Works to assist with sign installation; and

**WHEREAS**, the City agrees to provide regular maintenance of the site location that includes grass cutting, tree pruning, trash removal, etc.

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 December 2, 2025.

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Erin C. Burke, City Clerk

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

**CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY****RESOLUTION NO. 332-12-2025****RESOLUTION FOR TRANSFERS OF APPROPRIATIONS – 2025 BUDGET**

**BE IT RESOLVED** by the City Council of the City of Cape May, pursuant to N.J.S.A. 40A:4-58, that the following listed amounts be transferred from the appropriations deemed to be in excess, to such appropriations as are deemed to be insufficient:

**CURRENT FUND - FUND 01**

LINE ITEM		ACCT. NUMBER	TO	FROM
Clerk	S&W	5-01-20-120-100	2,000.00	
Treasurer	S&W	5-01-20-130-100	22,000.00	
Historic Preservation	S&W	5-01-20-175-100	1,000.00	
Bureau of Permits	S&W	5-01-22-195-100	2,000.00	
Liability Insurance	OE	5-01-23-215-277	52,331.00	
Health Insurance	OE	5-01-23-220-275	50,000.00	
General Office	OE	5-01-31-451-200	5,000.00	
Public Defender	OE	5-01-43-495-227	8,300.00	
Collector	OE	5-01-20-145-200		5,000.00
Assessor	OE	5-01-20-150-100		6,000.00
Solicitor	OE	5-01-20-155-200		10,000.00
Engineering	OE	5-01-20-165-200		3,000.00
Econ.Development	OE	5-01-20-170-200		5,000.00
Historic Preservation	OE	5-01-20-175-200		2,500.00
Adjustment Board	OE	5-01-21-185-200		5,000.00
Bureau of Permits	OE	5-01-22-195-200		5,000.00
Police	OE	5-01-25-240-200		20,000.00
Parking	OE	5-01-25-241-200		5,000.00
Roads	OE	5-01-26-290-200		6,000.00
Recycling	S&W	5-01-26-305-100		40,000.00
Shade Tree	OE	5-01-26-311-200		10,000.00
Civic Affairs	S&W	5-01-28-370-100		5,000.00
Court	S&W	5-01-43-490-100		15,131.00
			142,631.00	142,631.00



WATER/SEWER - FUND 09

LINE ITEM		ACCT. NUMBER	TO	FROM
Sewerage Treatment	OE	5-09-55-310-200	155,000.00	
Sewer Admin	OE	5-09-55-200-200		10,000.00
Sewer Collections	OE	5-09-55-310-200		10,000.00
Wells/Supplies	S&W	5-09-55-410-100		20,000.00
Wells/Supplies	OE	5-09-55-410-200		25,000.00
Wells/Supplies de-sal	OE	5-09-55-415-200		80,000.00
Social Security	OE	5-09-55-770-303		10,000.00
			155,000.00	155,000.00

TOURISM - FUND 20

LINE ITEM		ACCT. NUMBER	TO	FROM
B&G	OE	5-20-26-310-200	25,000.00	
Recreation	S&W	5-20-29-100-101		25,000.00
			25,000.00	25,000.00

BEACH UTILITY - FUND 30

LINE ITEM		ACCT. NUMBER	TO	FROM
Lifeguard	S&W	5-30-28-380-101	20,000.00	
Lifeguard	OE	5-30-28-380-200	15,000.00	
Beach Tag	OE	5-30-28-385-200		20,000.00
Roads	OE	5-30-26-290-200		15,000.00
			35,000.00	35,000.00

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 December 2, 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. 333-12-2025**

**RESOLUTION AUTHORIZING AGREEMENTS WITH THE COUNTY OF CAPE MAY  
CAPE MAY TO ACCOMMODATE THE DELAWARE AVENUE (COUNTY ROAD 640)  
REVTMENT PROJECT  
BLOCK 1184, LOT 1 & 1.01;  
BLOCK 1195, LOT 1.01;  
BLOCK 1206, LOT 1.01;  
BLOCK 1217, LOT 1.01**

**WHEREAS**, the City of Cape May is the owner of property commonly known as Block 1184, Lot 1&1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; Block 1217, Lot 1.01 located in the City of Cape May, County of Cape May, State of New Jersey (“the property”); and

**WHEREAS**, the property abuts County Road 640 and commonly known as Delaware Avenue; and

**WHEREAS**, the County of Cape May (the County) is acting as the local sponsor of a federally funded United States Army Corp of Engineers (USACOE) slope stabilization revetment project that will provide needed protection along the northerly side slope of Delaware Avenue. The project consists of the amortization of the existing roadway side slope with a rock revetment which will protect the roadway and adjoining utilities from damaging storms and wave action. As part of the development of the project, the County and USACOE have coordinated with the City to address the protection of both the roadway and city owned utilities; and

**WHEREAS**, the County has identified the need to secure both temporary and permanent easements for the project for City property that fronts along Delaware Avenue. The temporary easements will remain in effect for only the duration of the construction activity and is intended primarily to afford the contractor the ability to access the proposed construction area in order to construct the revetment. A permanent easement will also be required to be secured from the City for this project. The permanent easement will allow for the constructed revetment improvement to remain in place on City property and will afford the County with the ability to maintain and repair the revetment in perpetuity. The City will retain ownership of the property upon which the revetment is situated, however the county will own and maintain the improvement and will take responsibility for the improvement; and

**WHEREAS**, the scope of the project and need for both temporary and permanent easements is set forth in a September 18, 2025 letter from the County Engineer Robert G. Church, P.E. to the City Manager attached hereto as EXHIBIT A; and

**WHEREAS**, the proposed temporary and permanent easements, totaling eight (8) in number and covering the above-referenced parcels, are attached hereto as EXHIBIT B; and

**WHEREAS**, the City Solicitor has reviewed the proposed agreements and Deeds of Easement and indicated approval as to form; and

**WHEREAS**, the City Council has reviewed the matter and determined that authorizing the agreements referenced herein is in the best interest of the City; and

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

1. The averments of the preamble are hereby incorporated.
2. The City is hereby authorized to convey a Deed of Easement to the County of Cape May with respect to real property identified as Block 1184, Lots 1 and 1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; and Block 1217, Lot 1.01 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Deeds of Easement attached hereto as EXHIBIT B and incorporated herein by reference. Furthermore, in consideration of the mutual promises contained in the easements, the Mayor is hereby authorized to execute the “Easement Donation Concurrence” attached hereto as EXHIBIT A.
3. The Mayor, City Manager, and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Resolution.
4. Due to the time-sensitive nature of the project funding and the County’s need to proceed, the City Council hereby confirms its authorization as set forth in this Resolution. A formal ordinance adopting and ratifying the attached Deeds of Easement will be introduced and adopted in accordance with the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., and will follow this Resolution.
5. This resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

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

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

cc: City Manager  
City Engineer  
County of Cape May



EXHIBIT A

*(September 18, 2025 letter from the County Engineer Robert G. Church, P.E. to the City Manager requesting "Easement Donation Concurrence")*

LEONARD DESIDERIO  
Commissioner

ROBERT CHURCH, P.E.  
County Engineer

**CAPE MAY COUNTY**  
**DEPARTMENT OF ENGINEERING**  
**Office of the COUNTY ENGINEER**

4 Moore Road DN 402  
Cape May Court House, N.J. 08210-1601  
(609) 465-1035 Fax: (609) 465-1418  
Website: [www.capemaycountynj.gov](http://www.capemaycountynj.gov)  
Cape May County is an Equal Opportunity Employer



September 18, 2025

City of Cape May  
643 Washington Street  
Cape May, NJ 08204  
Attn: Paul Dietrich, PE, City Manager

**Re: Delaware Avenue (Cr 640) Slope Revetment project**  
**City of Cape May**  
**CMC project No. CR 640 CM R 2018.01**  
**Permanent Easement donation request**

Mr. Dietrich:

Cape May County is acting as the local sponsor of a Federally funded United States Army Corp of Engineers (USACOE) slope stabilization revetment project that will provide needed protection along the northerly side slope of Delaware Avenue (Cr 640). The project consists of the amortization of the existing roadway side slope with a rock revetment which will protect the roadway and adjoining utilities from damaging storms and wave action. The construction duration is expected to take approximately 12 months to complete, and there will be a moratorium against working along Delaware Avenue from May 20<sup>th</sup> to September 30<sup>th</sup> of any given year so as not to interfere with your operations. A copy of the project's 95% progress plans is attached for your reference.

In order to construct and maintain the revetment wall, the County will act as the custodian and perform necessary repairs in perpetuity in order to ensure that the revetment does not fall into a state of disrepair. Although the design of the revetment was completed so as to keep a majority of the improvement within the public right of way, physical limitations and design features necessitate that a portion of the revetment extend upon City property, specifically portions of Lots 1 and 1.01 Block 1184, Lot 1.01 Block 1195, Lot 1.01 Block 1206 and Lot 1.01 Block 1217. Therefore, it will be necessary for the County to obtain a permanent easement on these Lots to allow for the initial construction activity and to allow the County to own the improvement and maintain it in the future. The City of Cape May will still retain ownership of the land area upon which the revetment is situated.

The County is legally obligated to make you aware that the City can either provide an easement "donation" to the County in which for the exchange of \$1.00, the City will provide a permanent easement. This will allow the project improvement to be constructed on City property and maintained in perpetuity by the County as described within the Permanent and Temporary easement agreements provided to you along with this letter.

Conversely, it is also within the City's right to seek financial reimbursement for the fair market value of the easement areas in question. The City is entitled to just compensation for the

impact that the permanent easement will have on the value of their property in accordance with the requirements of 49 CFR part 24. The City is entitled to request that a professional appraisal be performed in order to ascertain the financial impact that the easements will have on the value of City property. Upon completion of the appraisal and concurrence by the County, the City could potentially be entitled to financial reimbursement to offset any decrease in the value of impacted property as a result of the creation of the easement. The County would then condition the execution of the easements upon the payment of any funds to the City of Cape May based upon that evaluation.

Please note that if the City chooses to seek financial reimbursement for the value of the easements, the timeline to secure the easements will then track along a much longer timeframe than if the City simply provides an easement donation. Seeking reimbursement will require an appraisal and other administrative actions that could push the project start time beyond the programmed construction commencement of September 2026 and into September 2027 or longer.

If the City chooses to provide a Permanent Easement donation, there will be no need for an appraisal, and the easement acquisition can begin immediately with the execution of the Permanent Easement documents provided under separate cover. If the City is in agreement that they will donate the easement, please have an authorized representative sign below and return this signed letter and the executed Permanent and Temporary easement agreements to my attention and the County will finalize the agreement. Please note that the signatory must be authorized to sign on behalf of the City of Cape May. If the City does not wish to donate the easements, please notify me in writing and we will proceed with the appraisal process. Since the City is a government body, any signatures should have a resolution attached authorizing signatory to sign on behalf of the City in this matter.

#### **EASEMENT DONATION CONCURRENCE**

The City of Cape May hereby agrees to donate permanent easements as referenced in the Permanent Revetment Easement Agreement for Parcel Maps 2P, 3P, 4P and 5P and waives any financial reimbursement for the easement value.

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed by

Should you have any questions or need any additional information, please contact me.

Very truly yours,



Robert G. Church, P.E.  
County Engineer

RC/rgc  
Encl.



EXHIBIT B

*Temporary and Permanent Easements for  
Block 1184, Lots 1 and 1.01;  
Block 1195, Lot 1.01;  
Block 1206, Lot 1.01; and  
Block 1217, Lot 1.01*

# **PERMANENT REVETMENT EASEMENT AGREEMENT**

## **REVETMENT SLOPE STABILIZATION**

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May  
643 Washington Street  
Cape May, 08204

Parcel: Block 1184, Lots 1 and 1.01, City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 2P**.

**City of Cape May**, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 2P** beginning at approximately Station 0+75 (USACOE Base Line Stationing) and extending eastward to approximately station 6+47.

**Parcel 2P** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 2P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -2P drawing number SV-02. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL14 comprising an area of 25,306sf or 0.581 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 2P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lots 1/1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1/1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent

to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement .

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the



rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY ("Grantee"), its agents, employees, or contractors shall provide the OWNER ("Grantor") with not less than sixty (60) days' written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 2P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

Temporary Construction Easement  
to be conveyed  
by  
City of Cape May  
to  
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

**Parcel 2T** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 2T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -2T drawing number SV-02.

LOT1/1.01, BLOCK 1184 as shown on the City of Cape May Tax Maps, Parcel 2T, beginning at about Station 0+00 (Revetment Base Line Stationing) heading to Brooklyn Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL4" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1/ 1.01 within the area bounded on the westerly side at the common division line of lots 1/ 1.01 and Lot 2 and the Brooklyn Avenue westerly right of way to the east, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL5 comprising an area of 97,595sf or 2.24 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20<sup>th</sup> to September 30<sup>th</sup> of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot1/ 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1184, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 2T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, TL4



and TL5 as shown on Individual Parcel Map 2T with the area of the proposed temporary easement shown as red line hatching.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

# **PERMANENT REVETMENT EASEMENT AGREEMENT REKETMENT SLOPE STABILIZATION**

Project: **DELAWARE AVENUE REVETMENT CONSTRUCTION**

Owner: City of Cape May

Address: City of Cape May  
643 Washington Street  
Cape May, 08204

Parcel: Block 1195, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 3P**.

**City of Cape May**, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 3P** beginning at approximately Station 7+10 (USACOE Base Line Stationing) and extending eastward to approximately station 13+10.

**Parcel 3P** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 3P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -3P drawing number SV-03. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL15 comprising an area of 18,743sf or 0.43 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 3P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent



to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement .

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the



rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY ("Grantee"), its agents, employees, or contractors shall provide the OWNER ("Grantor") with not less than sixty (60) days' written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 3P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

Temporary Construction Easement  
to be conveyed  
by  
City of Cape May  
to  
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

**Parcel 3T** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 3T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -3T drawing number SV-03.

LOT1.01, BLOCK 1195 as shown on the City of Cape May Tax Maps, Parcel 3T, beginning at about Station 7+10 (Revetment Base Line Stationing) heading to Wilmington Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL2" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Brooklyn Avenue easterly right of way line, to the east by the westerly right of way line of Wilmington Avenue, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 103,412sf or 2.37 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20<sup>th</sup> to September 30<sup>th</sup> of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1195, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 3T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and



TL4 as shown on Individual Parcel Map 3T with the area of the proposed temporary easement shown as red line hatching.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

## **PERMANENT REVETMENT EASEMENT AGREEMENT REKETMENT SLOPE STABILIZATION**

**Project:** DELAWARE AVENUE REVETMENT CONSTRUCTION

**Owner:** City of Cape May

**Address:** City of Cape May  
643 Washington Street  
Cape May, 08204

**Parcel:** Block 1206, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 4P**.

**City of Cape May**, hereinafter referred to as "OWNER," does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 4P** beginning at approximately Station 13+65 (USACOE Base Line Stationing) and extending eastward to approximately station 19+70.

**Parcel 4P** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 4P", prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -4P drawing number SV-04. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru PL11 comprising an area of 17,400sf or 0.40 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 4P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent

to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement .

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death or any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the



rights granted under this Permanent Revetment Easement. If any improvements are damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY ("Grantee"), its agents, employees, or contractors shall provide the OWNER ("Grantor") with not less than sixty (60) days' written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 4P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

Temporary Construction Easement  
to be conveyed  
by  
City of Cape May  
to  
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

**Parcel 4T** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/26/2025 marked "Exhibit 4T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -4T drawing number SV-04.

LOT 1.01, BLOCK 1206 as shown on the City of Cape May Tax Maps, Parcel 4T, beginning at about Station 13+65 (Revetment Base Line Stationing) heading to Chicago Avenue (Paper Street), consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL3" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Wilmington Avenue easterly right of way line, to the east by the westerly right of way line of Chicago Avenue, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 104,901sf or 2.41 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20<sup>th</sup> to September 30<sup>th</sup> of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1206, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 4T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and



TL4 as shown on Individual Parcel Map 4T with the area of the proposed temporary easement shown as red line hatching.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

## **PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION**

**Project:** DELAWARE AVENUE REVETMENT CONSTRUCTION

**Owner:** City of Cape May

**Address:** City of Cape May  
643 Washington Street  
Cape May, 08204

**Parcel:** Block 1217, Lot 1.01 City of Cape May, as described on the attached description and as shown on Parcel Map drawing title **Parcel 5P**.

**City of Cape May**, hereinafter referred to as “OWNER,” does hereby agree as follows: OWNER hereby grants to the COUNTY OF CAPE MAY, their authorized agents or contractors, officers and employees, a Permanent Revetment Easement, including the right to construct, maintain, and reconstruct from time to time, the rock revetment including underlying fabric and all other appurtenances necessary to serve and accommodate a sloped rock revetment stabilization along the northerly shoreline of said lot adjacent to Cape May Harbor and serving the protection of said parcel and Delaware Avenue, CR 640 located within the City of Cape May as referred herein above. Said revetment shall remain in place as a permanent means of slope protection, in perpetuity, all within the area depicted on the attached **Parcel Map 5P** beginning at approximately Station 20+30 (USACOE Base Line Stationing) and extending eastward to approximately station 20+80.

**Parcel 5P** as indicated on the General Parcel Plan entitled “Entire Tract Map” Delaware Avenue Revetment project sheet 1 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: “DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY”; dated 2/21/2025 marked “Exhibit 5P”, prepared by GPI Engineers noted as INDIVIDUAL PARCEL MAP -5P drawing number SV-05. with said Permanent Easement boundary lines also shown on the Permanent Easement plan as lines PL1 thru P4 comprising an area of 1,367sf or 0.03 areas more or less and represented by the area shown hatched in green as noted on the Permanent Easement plan 5P.

Provided the grantor shall retain private access to and across the said parcel adjacent to Delaware Avenue and allow access designated by the County of Cape May (Grantee) in accordance with applicable access code, regulations and statutory provisions, a clear path of access from Delaware Avenue across lot 1.01 to the permanent revetment easement area for future maintenance and storm damage repairs. For the purposes of this easement, future maintenance access to the revetment on Lot 1.01 by the grantee shall be accomplished by accessing the portion of the revetment wall/ permanent easement that runs parallel and immediately adjacent to Delaware Avenue. The Grantee will be responsible for maintenance of the revetment within



the Revetment Easement area and shall restore any point of access traversed by the county or its designees to its pre-repair condition. All rights and obligations of grantor shall run with the land and bind any successor and assigns and grantee reserves right to transfer or assign its rights and obligations to any other public or successor entity.

This Revetment Easement shall be for the purpose of constructing the above-referenced Project, specifically for the construction of a rock faced slope stabilization as shown on the Delaware Avenue Revetment Construction Plans and will be maintained and reconstructed by the County of Cape May as deemed necessary in perpetuity. Grantor shall retain ownership of the land area, the grantee shall own the revetment improvement .

This Revetment Permanent Easement shall be subject to the following provisions, requirements, and restrictions:

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the rights granted under this Permanent Revetment Easement. If any improvements are



damaged or removed by the COUNTY OF CAPE MAY, their authorized agents, employees, and contractors, they shall be restored or replaced by the COUNTY OF CAPE MAY to as near the original condition and location as is practicable and the sole remedy is replacement, too.

6. **Notice of Future Work.** The COUNTY OF CAPE MAY ("Grantee"), its agents, employees, or contractors shall provide the OWNER ("Grantor") with not less than sixty (60) days' written notice prior to commencing any maintenance, reconstruction, repair, or replacement activities within the Easement Area, except in cases of emergency work necessary to address immediate public safety or storm damage. In the event of an emergency, the Grantee shall provide notice to the Grantor as soon as practicable following commencement of such work. Each notice shall include the proposed scope of work, anticipated means of access, estimated duration, and any available plans or specifications for review. The Grantor shall have the right to review and comment on such materials prior to the commencement of the work, provided that such review shall not unreasonably delay or interfere with the timely performance of necessary maintenance or emergency repairs.
7. By their signatures, the OWNER do hereby certify that he/she/they are the owners of the Property.
8. This Revetment Easement is not a waiver of any right, remedy, or claim. It is limited in scope to provide access for construction and completion of the work within the project, as well as perpetual maintenance of the improvements by the County.
9. The permanent easement as shown on the attached Parcel Plan 5P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Revetment Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):  
  
CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May (“Municipality”), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

Temporary Construction Easement  
to be conveyed  
by  
City of Cape May  
to  
The Cape May County Board of Chosen Commissioners

A Temporary Construction Easement on Owner's Land in certain lands situate, lying and being in The City of Cape May, in the County of Cape May and State of New Jersey and particularly described as follows:

**Parcel 5T** as indicated on the General Parcel Plan entitled "Entire Tract Map" Delaware Avenue Revetment project sheet 2 of 6 dated 2/26/2025 and more particularly shown as Individual Parcel Map entitled: "DELAWARE AVENUE REVETMENT PROJECT, CITY OF CAPE MAY, COUNTY OF CAPE MAY, STATE OF NEW JERSEY"; dated 2/21/2025 marked "Exhibit 5T", prepared by GPI Engineers more particularly noted as INDIVIDUAL PARCEL MAP -5T drawing number SV-05.

LOT 1.01, BLOCK 1217 as shown on the City of Cape May Tax Maps, Parcel 5T, beginning at about Station 20+30 (Revetment Base Line Stationing) heading to the division line of lot 1.01 and lot 1.02, consisting of the temporary right to enter upon the remaining lands of the owner with personnel, material, and equipment for the purpose of providing temporary access to construct the Revetment Project. This temporary right shall extend as far as the line marked "TL2" to the north, as shown on the aforesaid map and shall generally encompass the southerly portion of Lot 1.01 within the area bounded on the westerly side by the Chicago Avenue easterly right of way line, to the east by division line of lot 1.01 and lot 1.02, and Delaware Avenue to the south, with said temporary easement boundary lines also shown on the Temporary Easement plan as lines TL1 thru TL4 comprising an area of 8,814sf or 0.20 areas more or less.

This right shall begin from the date of notice from the County's Resident Engineer of the anticipated start of construction having given the City of Cape May at least 30 days advance notice and not encompassing the restricted access dates from May 20<sup>th</sup> to September 30<sup>th</sup> of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

BEING also known as a temporary easement on Lot 1.01 of Block 1217, City of Cape May Tax Map.

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

The above-described temporary easement area is color-coded on "Exhibit 5T" in the following manner: The limits of the temporary easement are identified as boundaries TL1, TL2, TL3, and



TL4 as shown on Individual Parcel Map 5T with the area of the proposed temporary easement shown as red line hatching.

**IN WITNESS WHEREOF**, the COUNTY OF CAPE MAY and OWNER have executed this Roadway Easement as set forth below to be effective as of the date executed by the COUNTY OF CAPE MAY.

Executed by the COUNTY OF CAPE MAY on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Jeffrey R. Lindsay, Esquire  
County Counsel

OWNER(S):

CITY OF CAPE MAY

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

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF CAPE MAY :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for the State and County aforesaid, personally appeared a subscriber known to me (or satisfactorily proven) and who acknowledged himself to be the Mayor for the City of Cape May ("Municipality"), who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

In witness whereof, I have set my  
hand and official seal.

\_\_\_\_\_  
Notary Public of  
the State of New Jersey

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

**RESOLUTION NO. 334-12-2025**

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CONSULTING AND MUNICIPAL ENGINEERS ASSOCIATES (CME) FOR WATER TREATMENT PLANT – PHASE 1 FINAL DESIGN**

**WHEREAS**, the City of Cape May is currently in process of implementing a plan for the water treatment plant expansion and related water infrastructure improvements; and

**WHEREAS**, the new Water Treatment Plant consists of three (3) reverse osmosis (RO) treatment trains, each with a minimum finished water capacity of 1.0 MGD and two (2) pressure filters for iron removal, each with a finished water capacity of 1.0 MGD. The new Water Treatment Plant includes an approximately 10,000 SF building to house the filtering equipment, cartridge filters, RO high lift pumps, RO clean-in-place system, pressure filter backwash holding tank, chemical feed systems, lime silo, laboratory, office, interconnecting piping, generator, alternate energy sources and site work; and

**WHEREAS**, based on the funding availability for the overall project and in order to maximize grants available to the City, the project has been proposed to be constructed in multiple phases. The project phases will include the following:

- Phase 1 - Water Treatment Plant Building, two (2) pressure filters, lime silo, chemical storage and feed systems, electrical and controls systems, laboratory, office, site piping and site grading.
- Phase 2 - Three (3) RO treatment trains with feed pumps, clean-in-place system, interior building pipe to the RO trains and electrical and control system.
- Phase 3 - Emergency generator and photovoltaic system.
- Phase 4 - Final site restoration; and

**WHEREAS**, Consulting and Municipal Engineers Associates (CME) have submitted a proposal dated October 27, 2025, proposing professional services related to final design of Phase 1 of the Water Treatment Plant project as set forth in the attached EXHIBIT A and incorporated herein by reference. CME proposes the necessary engineering, coordination, and bid phase services at a cost not to exceed \$386,623.00; and

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

**WHEREAS**, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the

Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

**WHEREAS**, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement to CME to provide the professional services described herein and necessary for the efficient operation of the City’s Water and Sewer utilities.

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

1. The Recital paragraphs are incorporated as if fully set forth.
2. The Cape May City Council hereby authorizes the award of a professional engineering services contract pursuant to the October 27, 2025 proposal by CME attached hereto as EXHIBIT A and incorporated herein by reference.
3. The appropriate city officials are hereby authorized to execute all documents required to consummate this contract award.
4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.
5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.
6. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

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

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



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

**RESOLUTION NO. 334-12-2025**

**RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CONSULTING AND MUNICIPAL ENGINEERS ASSOCIATES (CME) FOR WATER TREATMENT PLANT – PHASE 1 FINAL DESIGN**

**WHEREAS**, the City of Cape May is currently in process of implementing a plan for the water treatment plant expansion and related water infrastructure improvements; and

**WHEREAS**, the new Water Treatment Plant consists of three (3) reverse osmosis (RO) treatment trains, each with a minimum finished water capacity of 1.0 MGD and two (2) pressure filters for iron removal, each with a finished water capacity of 1.0 MGD. The new Water Treatment Plant includes an approximately 10,000 SF building to house the filtering equipment, cartridge filters, RO high lift pumps, RO clean-in-place system, pressure filter backwash holding tank, chemical feed systems, lime silo, laboratory, office, interconnecting piping, generator, alternate energy sources and site work; and

**WHEREAS**, based on the funding availability for the overall project and in order to maximize grants available to the City, the project has been proposed to be constructed in multiple phases. The project phases will include the following:

- Phase 1 - Water Treatment Plant Building, two (2) pressure filters, lime silo, chemical storage and feed systems, electrical and controls systems, laboratory, office, site piping and site grading.
- Phase 2 - Three (3) RO treatment trains with feed pumps, clean-in-place system, interior building pipe to the RO trains and electrical and control system.
- Phase 3 - Emergency generator and photovoltaic system.
- Phase 4 - Final site restoration; and

**WHEREAS**, Consulting and Municipal Engineers Associates (CME) have submitted a proposal dated October 27, 2025, proposing professional services related to final design of Phase 1 of the Water Treatment Plant project as set forth in the attached EXHIBIT A and incorporated herein by reference. CME proposes the necessary engineering, coordination, and bid phase services at a cost not to exceed \$386,623.00; and

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

**WHEREAS**, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the

Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

**WHEREAS**, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement to CME to provide the professional services described herein and necessary for the efficient operation of the City's Water and Sewer utilities.

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

1. The Recital paragraphs are incorporated as if fully set forth.
2. The Cape May City Council hereby authorizes the award of a professional engineering services contract pursuant to the October 27, 2025 proposal by CME attached hereto as EXHIBIT A and incorporated herein by reference.
3. The appropriate city officials are hereby authorized to execute all documents required to consummate this contract award.
4. The City Chief Financial Officer has certified the availability of adequate funds to pay this contract.
5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.
6. This Resolution shall take effect immediately upon passage, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

---

Erin C. Burke, City Clerk

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

Resolution: 334-12-2025  
Amount: Not-to-exceed \$386,623.00

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 Water/Sewer Capital budget line: Ord #521-2023 U-06-55-923-203, to satisfy any and all obligations regarding the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

  
\_\_\_\_\_  
Lauren Read, CFO





**Consulting & Municipal  
ENGINEERS**

October 27, 2025

Mr. Paul Dietrich, City Manager  
City of Cape May  
643 Washington Street  
Cape May, NJ 08204

**Re: Proposal for Professional Services for the  
Water Treatment Plant – Phase 1 Final Design  
Our File No.: PMY00402.01**

Dear Mr. Dietrich:

Thank you for considering our Firm for the above referenced work and allowing us to submit this proposal for the final design for Professional Services associated with Phase 1 of the City's new Water Treatment Plant.

#### INTRODUCTION

Our office is nearing completion of the preliminary design of the new Water Treatment Plant for the City. The new Water Treatment Plant consists of three (3) reverse osmosis (RO) treatment trains, each with a minimum finished water capacity of 1.0 MGD and two (2) pressure filters for iron removal, each with a finished water capacity of 1.0 MGD. The new Water Treatment Plant includes an approximately 10,000 SF building to house the filtering equipment, cartridge filters, RO high lift pumps, RO clean-in-place system, pressure filter backwash holding tank, chemical feed systems, lime silo, laboratory, office, interconnecting piping, generator, alternate energy sources and site work. Provisions will be made to allow additional capacity of each RO train if desired.

Based on the funding availability for the overall project and in order to maximize grants available to the City, the project has been proposed to be constructed in multiple phases. The project phases will include the following:

- Phase 1 – Water Treatment Plant Building, two (2) pressure filters, lime silo, chemical storage and feed systems, electrical and controls systems, laboratory, office, site piping and site grading.
- Phase 2 – Three (3) RO treatment trains with feed pumps, clean-in-place system, interior building pipe to the RO trains and electrical and control system.
- Phase 3 – Emergency generator and photovoltaic system.
- Phase 4 – Final site restoration

**CONSULTING AND MUNICIPAL ENGINEERS LLC**

**NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000**

Barnegat • Berlin • Camden • Cape May Court House • East Brunswick • Howell • Parlin



Mr. Paul Dietrich, City Manager  
City of Cape May  
Final Design – Phase 1 Water Treatment Plant

October 27, 2025  
Our File No. PMY00402.01  
Page 2

Accordingly, the proposal herein includes Final Design for Phase 1 including the Water Treatment Plant Building and pressure filters for iron removal. Our proposal has considered all the elements of the work required for the Final Engineering of the Water Treatment Plant Phase 1 and our Firm has the capabilities of providing the necessary engineering services associated with the Project.

#### **PHASE I – FINAL DESIGN PHASE SERVICES**

##### **Task 1 – Final Design Engineering**

We anticipate the design work in this Phase will include the necessary plan and specification preparation for Phase 1 of the Water Treatment Plant and will include, but not be limited to, the following:

- Prepare final design plans for site piping connections;
- Prepare final building architectural design plans, details and specifications for the new Water Treatment Plant Building;
- Finalize electrical service and site distribution plans;
- Prepare final process and instrumentation diagrams and control plans for the iron removal pressure filters;
- Prepare final mechanical, electrical and plumbing plans for the new Water Treatment Plant Building;
- Prepare Final Front End and Technical Bid Specifications;
- Coordinate funding with the NJ I-bank;
- Prepare Final Site Grading Plan and cross-sections;
- Update the previously prepared construction cost estimate.

#### **PHASE II – NJIB Coordination**

Concerning the NJIB funding for the Project, we anticipate continued coordination with the NJDEP for technical and environmental reviews. Comments received from the NJDEP and NJIB



Mr. Paul Dietrich, City Manager  
City of Cape May  
Final Design – Phase 1 Water Treatment Plant

October 27, 2025  
Our File No. PMY00402.01  
Page 3

will be responded to in a timely manner in order to secure the Authorization to Advertise for the Project.

### PHASE III – BID PHASE

Concerning the bidding phase services for the project, we understand the scope of these services to include the following:

1. Preparation of the Bid Package for advertising;
2. Coordination for the publishing of the advertisement;
3. Coordinate and administer the pre-bid meeting and site walk-through, as required;
4. Coordination with prospective bidders for requests for information during the bid period;
5. Preparation and issuance of any addenda or clarifications as required;
6. Attendance at the bid opening;
7. Tabulation and analysis of bids received;
8. Preparation of a report recommending award of the project;
9. Preparation of formal Contract Documents for award of the Contract.

### COST PROPOSAL

Our Firm has the capabilities of providing the necessary engineering services associated with the completion of Phase 1 of the City's new Water Treatment Plant and we have estimated the cost for said services based upon the required tasks.

Accordingly, we find that the necessary engineering, coordination and bid phase services can be provided for an estimated cost not to exceed **\$386,623.00**.





**Consulting & Municipal  
ENGINEERS**

Mr. Paul Dietrich, City Manager  
City of Cape May  
Final Design – Phase 1 Water Treatment Plant

October 27, 2025  
Our File No. PMY00402.01  
Page 4

### SUMMARY

Our hourly rates shall be firm until January 1, 2026 after which they may be subject to re-negotiation. In accordance with State requirements, the City has our Affirmative Action Statement and Business Registration Certificate on file.

Our proposal does not include services related to final design of other phases, property acquisition, construction administration services, determination of potential contaminants found on the site or the preparation of permits other than those listed.

It is anticipated that the above referenced tasks will be completed in approximately 3 months from authorization to proceed.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,  
**CME ASSOCIATES**

A handwritten signature in cursive script, appearing to read 'David J. Samuel', is written over the printed name and title.

David J. Samuel, P.E.  
Consulting Engineer's Office

DJS/md

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

**RESOLUTION NO. 335-12-2025**

**RESOLUTION FOR RELEASE OF PERFORMANCE GUARANTEE FOR 1209  
LAFAYETTE STREET, BLOCK 1061, LOT 83.02**

**WHEREAS**, Mitchell Boettcher and Gaye Pessolano, 1209 Lafayette Street, Block 1061, Lot 83.02, was required to post a Performance Guarantee with the City of Cape May in the amount of \$19,750.00, and a safety and stabilization guarantee in the amount of \$5,000.00 in connection with a development project which was posted via Merchants Bonding Company Public Improvement Bond No. 100252131; and

**WHEREAS**, pursuant to a letter dated October 18, 2025 the Board Engineer Craig R. Hurless, PE, PP, CME has advised that the developer has completed all required improvements for this project and recommends release of the Performance Guarantee and safety and stabilization guarantee; and

**WHEREAS**, the Board Engineer has advised that a maintenance guarantee is not required in accordance with N.J.S.A 40:55D53a(2); and

**WHEREAS**, pursuant to the Engineer's recommendation, City Council deems it appropriate to authorize a full release of the Performance Guarantee in the amount of \$24,750.00; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cape May, the governing body thereof, that the Performance Guarantee in the amount of \$24,750.00 for the above-referenced property be released to the applicant,

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 December 2, 2025.

---

Erin C. Burke, City Clerk

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

cc: CFO  
Planning/Zoning Board Secretary



**PAUL E. DIETRICH**  
*City Manager*  
*City Engineer*  
**ERIN C. BURKE**  
*City Clerk*

**ZACK MULLOCK**  
*Mayor*  
**MAUREEN K. MCDADE**  
*Deputy Mayor*  
**LORRAINE M. BALDWIN**  
*Councilmember*  
**STEVE BODNAR**  
*Councilmember*  
**SHAINÉ P. MEIER**  
*Councilmember*

## MEMORANDUM

**DATE:** October 29, 2025

**TO:** City Council via Erin Burke, City Clerk  
Paul Dietrich, City Manager & City Engineer  
Lauren Read, Chief Financial Officer

**FROM:** Karen Keenan, Planning and Zoning Board Secretary

**RE:** Release of Performance Guarantee  
Mitchell Boettcher and Gaye Pessolano  
1209 Lafayette Street  
Block 1061 Lot(s) 83.02

For City Council's consideration, please find enclosed the October 18, 2025 letter from Board Engineer and Planner Craig R. Hurless, PE, PP, CME, recommending the release of the performance guarantee in the amount of \$19,750.00 and the safety and stabilization guarantee in the amount of \$5,000.00, which was posted on September 25, 2025 by Merchants National Bonding Inc. New Jersey Subdivision/Site Plan Bond No. 100252131 in the amount of \$24,750.00, regarding the subject board application. The posting of a maintenance guarantee is not required.

Therefore, it is appropriate to release the performance guarantee bond in the amount of \$24,750.00.

Should you require additional information or have any questions regarding this memo, please do not hesitate to contact me.

Please advise City Council's determination. Thank you.

---

**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)



# HURLESS PLANNING & ENGINEERING, LLC

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

Craig R. Hurless, PE, PP, CME

October 18, 2025

Karen Keenan, Board Assistant  
Cape May City  
643 Washington Street  
Cape May City, NJ 08204

RE: Certificate of Occupancy Inspection  
Boettcher Pessolano Minor Subdivision  
#1209.5 Lafayette Street  
Block 1061, Lot(s) 83.02  
HPE No. 1284.25

Dear Karen:

As per the developer's request, Hurless Planning & Engineering (HPE) has completed an inspection of site improvements required in accordance with Code Section 211-5A to determine if a certificate of occupancy and acceptance of improvements is appropriate. HPE recommends the following:

✓ **CERTIFICATE OF OCCUPANCY RECOMMENDED**

Acceptance of improvements is also recommended. Please be advised that a maintenance guarantee is not required in accordance with N.J.S.A. 40:55D53a.(2). Release of the performance guarantee in the amount of \$19,750.00, a safety and stabilization guarantee in the amount of \$5,000.00 is recommended at this time.

It should be noted that the required street tree was furnished within the r.o.w. between the sidewalk and the property line to avoid utilities and not conflict with the radar speed signage, per my request.

*Recommendation is conditioned on the Payment of HPE inspection services invoices. Release of any remaining inspection escrow is not recommended until final payment for inspection services has occurred.*

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

HURLESS PLANNING & ENGINEERING

*Craig R. Hurless*

Craig R. Hurless PE, PP, CME

cc: Louis J. Vito, Cape May City Construction Official, [louv@capemaycity.com](mailto:louv@capemaycity.com)  
Bruce Britton, Cape May City Zoning Official, [zoning@capemaycity.com](mailto:zoning@capemaycity.com)  
Megan Long, Technical Assistant for Construction [mlong@capemaycity.com](mailto:mlong@capemaycity.com)  
Applicant, Mitch Boettcher [mitchboe@comcast.net](mailto:mitchboe@comcast.net)

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RECEIVED

OCT 20 2025

CITY OF CAPE MAY

507 Heritage Court, Galloway, NJ 08205  
Phone: 609.204.0798 E-mail: [c.hurless@comcast.net](mailto:c.hurless@comcast.net)  
COA# 24GA28385200

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

**RESOLUTION NO. 336-12-2025**

**RESOLUTION OF THE CITY OF CAPE MAY SUPPORTING REVOLUTIONNJ**

**WHEREAS**, Governor Philip Murphy and the New Jersey State Legislature created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250<sup>th</sup> anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

**WHEREAS**, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

**WHEREAS**, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

**WHEREAS**, it is fitting and desirable that we commemorate the beginning of the Nation and the role New Jersey played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, and City; and

**WHEREAS**, RevolutionNJ will consider the role New Jersey played during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

**WHEREAS**, RevolutionNJ will highlight the role New Jerseyans played beyond the battlefield during the American Revolution when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

**WHEREAS**, preserving, studying, and enjoying state history strengthens communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution,

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Cape May hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

**IT IS FURTHER RESOLVED** that:

1. The City Council commemorates the 250th anniversary of the establishment of the United States as an independent Nation.

2. The City Council authorizes the creation of a task force, with members appointed by the City Manager, to develop a plan for this commemoration that will promote the maximum involvement of our residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.
3. The City Council further urges all its residents to reflect upon the significance of this event and the role that our State and its diverse people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of the history of what we now know as New Jersey, and understanding that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.

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 December 2, 2025.

---

Erin C. Burke, City Clerk

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

cc: City Manager



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

**RESOLUTION NO. 337-12-2025**

**RESOLUTION AUTHORIZING UTILITY EASEMENT AGREEMENT WITH THE  
ATLANTIC CITY ELECTRIC COMPANY TO ACCOMMODATE RELOCATION OF  
ELECTRIC POLES, EQUIPMENT, AND OVERHEAD LINES IN THE AREA OF THE  
NEW POLICE STATION AND LAFAYETTE STREET PARK  
BLOCK 1061, LOTS 42 & 51**

**WHEREAS**, the City of Cape May is the owner of property commonly known as Block 1061, Lot 42 & 51 located in the City of Cape May, County of Cape May, State of New Jersey (“the property”); and

**WHEREAS**, the properties abut St. John and Lafayette Streets and is in the vicinity of the new police station facility and Lafayette Street Park; and

**WHEREAS**, in preparation for the construction of the new Police Station headquarters, the City will require reconfiguration of existing overhead primary wires and poles to provide adequate space for construction of the new building. The City Council authorized a work order to Atlantic City Electric Company (ACE) for this relocation pursuant to Resolution No. 319-11-2025; and

**WHEREAS**, ACE has proposed a Utility Easement Agreement to confirm the locations of the proposed poles, equipment, and lines associated with the relocation which is attached hereto as EXHIBIT A and incorporated herein by reference; and

**WHEREAS**, the City Engineer and City Solicitor have reviewed the proposed agreement and indicated approval as to form; and

**WHEREAS**, the City Council has reviewed the matter and determined that authorizing the agreement referenced herein is in the best interest of the City; and

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

1. The averments of the preamble are hereby incorporated.
2. The City is hereby authorized to convey a Utility Easement Agreement to Atlantic City Electric Company with respect to real property identified as Block 1061, Lots 42 & 51 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Utility Easement Agreement attached hereto as EXHIBIT A and incorporated herein by reference.
3. The Mayor, City Manager, and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Resolution.
4. Due to the time-sensitive nature of the project authorization in connection with the construction of the police station, the City Council hereby confirms its authorization as set forth in

this Resolution. A formal ordinance adopting and ratifying the attached Utility Easement Agreement will be introduced and adopted in accordance with the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., and will follow this Resolution.

5. This resolution shall take effect immediately, according to law.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on December 2, 2025.

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

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

cc: City Manager  
City Engineer  
ACE

EXHIBIT A

*Utility Easement Agreement*  
*Block 1061, Lots 42 & 51*



Block 1061 Lot: 42 & 51  
City of: Cape May

Prepared By Tom Santacroce  
& Return To: Atlantic City Electric Company  
Real Estate Department  
5100 Harding Highway  
Mays Landing, NJ 08330

### UTILITY EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between City of Cape May, 643 Washington Street, Cape May, NJ 08204, "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "Grantee,"

### WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 1061 and Lots 42 & 51, located in the City of Cape May, the County of Cape May, the State of New Jersey, which land abuts Lafayette Street and Broad Street.

For and in consideration of the payment by Grantee of the sum of one dollar (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee a perpetual easement and right of way and agrees as follows:

1. Grantee shall have the right to install poles, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend Grantee's systems and to provide services to Grantee's service areas; including any other cables, conduits, fiber optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Drawing No. WO#20239589.
2. The facilities installed pursuant to this agreement shall remain the property of Grantee and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Grantee's facilities.
4. Grantee shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Grantee.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantee's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

\_\_\_\_\_  
**Name:** Tom Santacroce  
**Title:** Sr. Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

**WITNESS:**

**GRANTOR:**

City of Cape May

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OR COMMONWEALTH OF**

\_\_\_\_\_)  
 \_\_\_\_\_) SS  
 \_\_\_\_\_)

**COUNTY OF**

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally came before me, a notary public, the within named Grantor, \_\_\_\_\_, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

\_\_\_\_\_  
 Notary Public

Notary  
 Seal/Stamp Here

**FOR ACE USE ONLY**

Secured by: Tom Santacroce

Address: 701 Lafayette Street

County, State: Cape May, NJ

Date of Easement:

Development:

Tax Parcels: Block 1061 Lots 42 & 51

Grantor: City of Cape May

Job Order Number: 20239589

Pole Number: NA

City / Township: Cape May



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

**RESOLUTION NO. 338-12-2025**

**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 November 25, 2025 for the amount of: \$1,804,879.62

Current Fund Appropriations	\$469,079.12
Water/Sewer Utility Operating Fund	\$921,335.17
Tourism Utility Fund	\$18,665.92
General Capital Improvements	\$107,805.06
Water/Sewer Capital Improvements	\$238,813.04
Escrow Special Account	
Trust Fund	
Grant Fund	\$16,096.25
Beach Utility Fund Appropriations	\$14,218.14
Beach Utility Capital Improvements	\$18,866.92
	<u>\$ 1,804,879.62</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 December 2, 2025.

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

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

November 25, 2025  
02:01 PM

City of Cape May  
Bill List By Vendor Id

Page No: 1

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

Include Non-Budgeted: Y

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

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00038	CMC MUA						
25-02722	11/14/25	OCTOBER 2025 SOLID WASTE	Open	3,491.04	0.00		
25-02813	11/25/25	4TH QTR 2025 USER CHARGE	Open	<u>765,218.75</u>	0.00		
				768,709.79			
00046	SAMPLE MEDIA INC						
25-02739	11/14/25	CM Star & Wave Invoice 11/12	Open	19.50	0.00		
00063	CAPE MAY CITY BOARD EDUCATION						
25-02793	11/21/25	LOCAL SCHOOL TAX 2025 DEC	Open	163,549.00	0.00		
00077	ATLANTIC CITY ELECTRIC						
25-02577	10/31/25	OCTOBER ELECTRIC CHARGES	Open	255.41	0.00		
00085	V. E. RALPH & SON, INC						
24-02600	08/15/24	Glucose	Open	220.15	0.00		
00092	VERIZON WIRELESS						
25-02768	11/19/25	PD WIRELESS 242537288-00001	Open	1,063.90	0.00		
25-02769	11/19/25	WIRELESS BILL 542308248-00001	Open	<u>2,671.83</u>	0.00		
				3,735.73			
00106	GATES FLAG & BANNER CO, INC						
25-02707	11/14/25	flags	Open	925.00	0.00		
00250	COLLINS/DENNISVILLE FENCE CO.						
25-02263	09/22/25	FENCE - TREE FALLING NATURE C	Open	4,552.19	0.00		
00305	SOUDER, JAMES						
25-02699	11/14/25	2025 tree lighting	Open	100.00	0.00		
00358	VERIZON						
25-02778	11/20/25	ACCT# 250-747-564-0001-26	Open	127.06	0.00		
00419	RUTGERS, THE STATE UNIV OF NJ						
25-02790	11/21/25	CMCFO Classes - Taub	Open	1,920.00	0.00		
00429	SEA GEAR MARINE SUPPLY INC						
25-02518	10/23/25	staff shirts	Open	246.00	0.00		
00451	SOUTH JERSEY GAS CO						
25-02772	11/20/25	GAS BILLING 10/9/25-11/10/25	Open	86.47	0.00		
25-02780	11/20/25	GAS BILLING 9/29/25-10/29/25	Open	<u>2,307.87</u>	0.00		
				2,394.34			
00497	WAVE ONE SPORTS INC						
25-02297	09/26/25	uniforms	Open	894.00	0.00		



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00519	CAPE MAY COUNTY HERALD								
	25-02417	10/14/25	2025	Tax Sale Ad	Open	411.52	0.00		
	25-02738	11/14/25	11/12/2025	Herald Invoices	Open	294.10	0.00		
	25-02787	11/21/25	ZB & PB LEGAL NOTICES OCT 2025	Open	<u>114.82</u>	0.00			
						820.44			
00699	B.W. STETSON & COMPANY								
	25-02712	11/14/25	COFFEE DPW S/R B&G	Open	122.50	0.00			
00750	CAPRIONI PORTABLE TOILETS INC								
	25-02708	11/14/25	LAFAYETTE ST SCHOOL HANDICAP	Open	155.00	0.00			
00770	BEAVER SUPPLY INC								
	25-02803	11/24/25	WASHINGTON ST MALL PLANTER	Open	63.00	0.00			
00878	FLYING FISH STUDIO								
	25-02517	10/23/25	roller skating shirts	Open	288.80	0.00			
00898	M S BROWN JEWELERS								
	25-02706	11/14/25	2024 halloween trophy and ship	Open	53.53	0.00			
00946	CAPE MAY MAC								
	25-02719	11/14/25	2026 travel guide advertising	Open	500.00	0.00			
01044	CAPE MAY COUNTY STRING BAND								
	25-02689	11/14/25	2025 Halloween Parade	Open	530.00	0.00			
01220	VINELAND AUTO ELECTRIC, INC								
	25-02729	11/14/25	Vehicle Calibration for Radar	Open	1,000.00	0.00			
01374	CMC CHIEF'S OF POLICE ASSOC.								
	25-02730	11/14/25	CMC Chief of Police Dues Chief	Open	1,500.00	0.00			
01764	TREASURER - STATE OF NJ 417								
	25-02781	11/20/25	NJDEP TIDELAND LICENSE FEE	Open	1,810.00	0.00			
01935	TREASURER STATE OF NJ								
	25-02782	11/21/25	2024 Q4 IROC DUE	Open	1,366.76	0.00			
01968	XTEL COMMUNICATIONS								
	25-02767	11/19/25	CHARGES LONG DISTANCE	Open	1,587.68	0.00			
02041	BURTON, JAMES								
	25-02766	11/18/25	2025 Employee Luncheon	Open	1,650.00	0.00			B
02083	ROTH, MARY								
	25-02701	11/14/25	2025 tree lighting	Open	150.00	0.00			
02389	GENTILINI FORD, LLC								
	25-02724	11/14/25	OCTOBER 2025 INVOICES	Open	1,302.89	0.00			
02462	CUMMINS POWER SYSTEMS INC								
	25-02710	11/14/25	PM CONTRACT INVOICE ANNUAL	Open	1,716.32	0.00			



November 25, 2025  
02:01 PM

City of Cape May  
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02464	H.A.DEHART & SON	25-02726	11/14/25	SWEeper PARTS	Open	1,246.39	0.00		
02509	ACTION SUPPLY INC	25-02713	11/14/25	RECYCLED CONCRETE DPW	Open	1,030.91	0.00		
02712	84 LUMBER COMPANY	25-02377	10/06/25	LIFEGUARD STAND CONST MATERIAL	Open	3,596.92	0.00		B
02858	CAPE ISLAND BICYCLE CENTER	25-02798	11/21/25	Police Bike repair, chains,etc	Open	490.00	0.00		
03181	REGISTRARS' ASSOCIATION OF NJ	25-02458	10/17/25	2025 CONFERENCE	Open	200.00	0.00		
03295	FASHAW, DEKON	25-02799	11/21/25	Street Survival Accomedations	Open	191.26	0.00		
03458	DISCOUNT HYDRAULIC CORP	25-01913	08/13/25	HYDRAULIC PUMP AUG/SEPT INVS	Open	110.25	0.00		B
03512	NJ STATE ASSOC CHIEFS POLICE	25-02795	11/21/25	Police Executive Training	Open	350.00	0.00		
03639	VECTOR SECURITY, INC	25-02714	11/14/25	SECURITY DPW CAMERA FIRE PRIM	Open	183.96	0.00		
03675	HOME DEPOT	25-02747	11/18/25	SEPT 29 TO OCT 27, 2025 INVS	Open	5,769.81	0.00		
03810	MACEDONIA BAPTIST CHURCH	25-02815	11/25/25	NEIGHBORHODD PRES GRANT REIMB	Open	40,000.00	0.00		
03893	COMCAST	25-02770	11/19/25	ACCT# 8499 05 006 0072275	Open	279.40	0.00		
03955	VILLAS NAPA AUTO PARTS	25-02802	11/24/25	OCTOBER 2025 INVOICES	Open	2,367.94	0.00		
03985	RICOH USA, INC.	25-02773	11/20/25	COPIER SERVICES 9/27-10/26/25	Open	557.68	0.00		
		25-02774	11/20/25	COPIER SERVICE 11/3-12/2/25SUB	Open	57.71	0.00		
		25-02775	11/20/25	COPIER SERVICE 12/2-1/1/26 PD	Open	192.84	0.00		
		25-02776	11/20/25	COPIER SERVICES 11/3-12/2/25	Open	185.90	0.00		
		25-02777	11/20/25	COPIER SERVICES 11/1-11/30BTAG	Open	139.38	0.00		
						1,133.51			
04048	LESLIE C. REA FARMS, INC.	25-02762	11/18/25	2025 parade wagon rentals	Open	2,100.00	0.00		
04222	CAPE MAY RIGGINS	25-02748	11/18/25	NOV 8, 2025 FUEL	Open	86.90	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04330	LUCAS, N.GEORGE & M. LOUISE								
		25-02454	10/17/25	ADDITONAL FALL PLANT GARDEN CL	Open	357.20	0.00		
		25-02657	11/10/25	POINSETTA CONV HALL WELCOME CE	Open	887.00	0.00		
						1,244.20			
04537	W.B. MASON COMPANY, INC.								
		25-02555	10/29/25	Stock Supplies	Open	922.82	0.00		
		25-02682	11/10/25	WB Mason CMPD Office Supplies	Open	483.09	0.00		
		25-02691	11/14/25	PAPER & NOTES DISPENSER	Open	34.61	0.00		
		25-02715	11/14/25	office supplies	Open	451.84	0.00		
						1,892.36			
04578	REEL FIRE PROTECTION, INC.								
		25-02711	11/14/25	INVOICES FOR PD AND C/A	Open	323.25	0.00		
04637	BLAUER ASSOCIATES, INC								
		25-02779	11/20/25	DCA#24-1218 TENNIS CLUB PHASE1	Open	400.00	0.00		
04792	PERNA FINNIGAN INC.								
		23-03713	12/31/23	2023 UTILITY ROAD PROGRAM	Open	56,066.88	0.00		B
05005	LCMR HIGH SCHOOL BAND								
		25-02696	11/14/25	2025 halloween parade	Open	500.00	0.00		
05008	FRALINGER STRING BAND								
		25-02688	11/14/25	2025 Hallowen Parade	Open	3,500.00	0.00		
05052	SEASHORE SOUND								
		25-02718	11/14/25	2025 tree lighting	Open	750.00	0.00		
05704	GENTILINI CHEVROLET								
		25-02725	11/14/25	OCTOBER 2025 INVOICE 170602	Open	138.76	0.00		
05767	COMCAST								
		25-02771	11/19/25	ACCT 903537395 - CITY HALL	Open	444.58	0.00		
05777	TEAM LIFE, INC.								
		25-02709	11/14/25	AED Pads	Open	1,848.00	0.00		
06058	EAGLE POINT GUN/TJ MORRIS &SON								
		25-02752	11/18/25	Eagle Point Ammo Order Range	Open	4,534.72	0.00		
06143	McElwee & Quinn, LLC								
		25-02810	11/24/25	OFFICIAL STATEMENT BOND SALE	Open	2,100.00	0.00		
06174	UNITED UNIFORMS								
		25-02690	11/14/25	Bodnar Shirts	Open	170.98	0.00		
		25-02698	11/14/25	polo shirts	Open	55.00	0.00		
		25-02731	11/14/25	Promotional Badges Cap Lt Sgt	Open	2,260.00	0.00		
		25-02753	11/18/25	Uniforms, Embroidery, Nametags	Open	232.98	0.00		
						2,718.96			



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
06240	SMART DRAW SOFTWARE, LLC								
		25-02692	11/14/25	2025/2026 renewal	Open	159.90	0.00		
06279	ASCAP								
		25-02755	11/18/25	music licensing	Open	282.93	0.00		
06593	PETROSH'S								
		25-02705	11/14/25	CM goes electric chamber event	Open	620.00	0.00		
06602	AZTEC COPIES INC.								
		25-02732	11/14/25	CMPD Letterhead Note cards 250	Open	340.70	0.00		
06666	GOLD MEDAL ENVIRONMENTAL								
		25-02717	11/14/25	RECYCLE 30,15 & 10 YD ROLL OFF	Open	9,557.40	0.00		
06744	KIMBALL MIDWEST								
		25-02556	10/29/25	QUOTE FOR SIGNAGE MATERIALS	Open	623.36	0.00		
		25-02653	11/10/25	METER DOME SCREWS	Open	247.20	0.00		
						870.56			
06832	PHOENIX ADVISORS, LLC								
		25-02791	11/21/25	PROF. SVCS.-2025 BOND ISSUANCE	Open	24,253.50	0.00		
07118	MARINO INDUSTRIAL SYSTEMS, INC								
		25-02589	11/06/25	Ro Plant emerg. service call	Open	2,500.00	0.00		
		25-02592	11/06/25	Chemical pump install and prog	Open	2,000.00	0.00		
						4,500.00			
07119	EVOQUA WATER TECHNOLOGIES LLC								
		25-02277	09/26/25	RO Plant Membrane Replacement	Open	170,994.07	0.00		
07459	AQUA-TREAT, INC								
		25-02804	11/24/25	CONVENTION HALL WATER TREATMEN	Open	200.00	0.00		
07995	GARDEN STATE LABORATORIES, INC								
		25-02586	11/06/25	September 2025 Lab Services	Open	2,105.00	0.00		
08036	ATLANTIC CITY JITNEY ASSOC.								
		25-02797	11/21/25	SHUTTLE SERVICE OCTOBER 2025	Open	10,080.00	0.00		
08305	STATE OF NJ DIV OF EMP ACC								
		25-02721	11/14/25	PENSION ASSESSMENT 2024	Open	615.00	0.00		
08442	GENERAL CODE, LLC								
		25-02737	11/14/25	General Code Invoice	Open	1,970.00	0.00		
08503	GENSERVE LLC								
		25-02358	10/06/25	9/26/2025 BENTON AVE SERVICE	Open	3,000.00	0.00		
08504	DeBLASIO & ASSOCIATES								
		24-03717	12/27/24	TAX MAP UPDATE	Open	4,480.00	0.00		B
		25-00051	01/17/25	FY2025 DRINKING WATER APP	Open	13,625.72	0.00		B
		25-00052	01/17/25	FY2025 CLEAN WATER APPLICATION	Open	4,542.50	0.00		B



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08504	DeBLASIO & ASSOCIATES			Continued					
	25-01797	08/05/25	PROMENADE PRESERVATION PROJECT	Open	16,096.25	0.00			B
	25-02345	10/06/25	SANITARY SEWER/WATER MAIN IMP	Open	2,230.00	0.00			B
	25-02402	10/08/25	FY2026 Clean Water Application	Open	2,071.25	0.00			B
	25-02403	10/08/25	Sanitary Sewer FY2025 Project	Open	14,413.75	0.00			B
					57,459.47				
08506	GILLIN-SCHWARTZ LAW LLC								
	25-01761	07/31/25	GENERAL COUNSEL/SOLICITOR	Open	16,694.50	0.00			B
08508	AXON ENTERPRISE, INC								
	25-02786	11/21/25	TASER 7 BUNDLE-LESS LETHAL DEV	Open	9,238.18	0.00			
08723	VBO TICKETS, INC								
	25-02703	11/14/25	october 2025	Open	44.10	0.00			
08727	ALFRED B HARRISON								
	25-02695	11/14/25	2025 halloween parade	Open	530.00	0.00			
08811	CME ASSOCIATES, INC								
	24-01056	04/12/24	CME DESAL PLANT - EPA GRANT	Open	4,182.25	0.00			B
08858	AMAZON CAPITAL SALES, INC.								
	25-02551	10/27/25	OFFICE SUPPLIES - FINANCE	Open	260.23	0.00			
	25-02693	11/14/25	roller skating supplies	Open	806.08	0.00			
	25-02704	11/14/25	yoga blocks	Open	39.89	0.00			
	25-02723	11/14/25	fitness supplies	Open	65.97	0.00			
	25-02735	11/14/25	9VOLT BATTERIES TRAFFIC MAINT	Open	121.99	0.00			
	25-02759	11/18/25	Air Compressor, ID Ink, HDMI	Open	623.68	0.00			
					1,917.84				
08874	COLT GIBSON								
	25-02796	11/21/25	Hotel for Less lethal training	Open	262.08	0.00			
09073	PRIVATE ISLAND EMBROIDERY								
	25-02282	09/26/25	uniforms	Open	5,884.00	0.00			
09384	CINTAS CORPORATION NO.2								
	25-02720	11/14/25	november/december refill	Open	93.54	0.00			
	25-02785	11/21/25	CABINET REFILL CITY HALL	Open	46.33	0.00			
					139.87				
09487	PMAM CORPORATION								
	25-02733	11/14/25	PMAM Doc Management Software	Open	3,583.13	0.00			
09491	PHILLY KEYS LLC								
	25-02702	11/14/25	2025 holiday reception	Open	2,250.00	0.00			
09496	PAUL DIETRICH								
	25-02760	11/18/25	Parking Reimbursement	Open	80.00	0.00			
09516	LCMR HIGH SCHOOL CHOIR								
	25-02700	11/14/25	2025 tree lighting	Open	200.00	0.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09524	EPOXY FLOORING LLC	25-02569	10/30/25	KITCHEN FLRING CONVENTION HALL	Open	15,270.00	0.00		
09545	AARONS MOBILE DETAILING LLC	25-02727	11/14/25	CMPD car detail wax int. ext.	Open	4,700.00	0.00		
09615	HEALTH INSURANCE SOLUTIONS INC	25-02605	11/06/25	December Med+RX Retirees 65+	Open	28,313.57	0.00		
09666	WILLIAM J POLLANGER	25-02697	11/14/25	2025 halloween parade	open	725.00	0.00		
09675	JFC CLEANING INC	25-02694	11/14/25	8/25/25 outstanding linen cln	Open	69.30	0.00		
09708	PRIMEPOINT LLC	25-02138	09/08/25	Payroll Services	Open	3,778.50	0.00		B
09718	J.P. Morgan - P Card	25-02784	11/21/25	P CARD PURCHASES	Open	348.76	0.00		
09769	AMERIHEALTH	25-02828	11/25/25	November medical EE + Retiree	Open	217,845.53	0.00		
09880	REVIZE LLC	25-02800	11/21/25	website programming	Open	3,375.00	0.00		B
9558	AIRESPRING	25-02809	11/24/25	CONNECTIVITY & CLOUD 11/16/25	Open	3,375.43	0.00		
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Total Purchase Orders:		130	Total P.O. Line Items:		0	Total List Amount:		1,707,679.62	Total Void Amount: 0.00

Totals by Year-Fund		Budget Rcyd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT FUND	4-01	4,753.68	0.00	4,753.68	0.00	0.00	4,753.68
CURRENT FUND	5-01	464,325.44	0.00	464,325.44	0.00	0.00	464,325.44
WATER UTILITY OPE	5-09	824,135.17	0.00	824,135.17	0.00	0.00	824,135.17
TOURISM UTILITY F	5-20	18,665.92	0.00	18,665.92	0.00	0.00	18,665.92
BEACH UTILITY FUN	5-30	14,218.14	0.00	14,218.14	0.00	0.00	14,218.14
Year Total:		1,321,344.67	0.00	1,321,344.67	0.00	0.00	1,321,344.67
BEACH UTILITY CAP	B-08	18,866.92	0.00	18,866.92	0.00	0.00	18,866.92
GENERAL CAPITAL	C-04	107,805.06	0.00	107,805.06	0.00	0.00	107,805.06
GRANT FUND	G-02	16,096.25	0.00	16,096.25	0.00	0.00	16,096.25
WATER UTILITY CAP	U-06	238,813.04	0.00	238,813.04	0.00	0.00	238,813.04
Total of All Funds:		1,707,679.62	0.00	1,707,679.62	0.00	0.00	1,707,679.62

Electronic Payments:

Due 12/15/25	Water/Sewer Debt Service - interest	5-09-55-740-115	\$ 97,200.00
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Total All Funds \$ 1,804,879.62