

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

ORDINANCE NO. 591-2026

**AN ORDINANCE AMENDING CHAPTER 525 OF THE CITY
ZONING CODE TO PROMOTE AFFORDABLE HOUSING IN THE
C-5 ZONING DISTRICT**

WHEREAS, the C-5 Service Business–Light Industrial District includes certain areas fronting on Elmira Street and Bank Street and is located in proximity to Cape Island Creek; and

WHEREAS, pursuant to Section 525-26 of the City Code, the purposes of the C-5 District are to provide adequate space for service-oriented and light industrial businesses in designated areas, while ensuring compatibility among uses and accessibility to essential facilities; to maximize light and air through appropriate building height and spacing; and to safeguard these districts from incompatible intrusions. By promoting a well-planned pattern of land use, the City seeks to foster stable growth, protect the character and value of commercial and industrial zones, strengthen the economic base, and support municipal revenues. Additionally, these guidelines aim to preserve natural, historical, and physical resources, ensuring that permitted uses align with the long-term viability and overall economic well-being of the community; and

WHEREAS, consistent with the City’s obligation to provide realistic opportunities for affordable housing, and in accordance with the Consent Order entered into with Fair Share Housing Center in the City’s Fourth Round declaratory judgment case entitled In the Matter of the Application of the City of Cape May, Docket No. CPM-L-37-25, the City Council intends to promote affordable housing within the City of Cape May through the application of an overlay in the C-5 District where realistic development opportunities exist. For reference, the proposed overlay standards for bulk and density set forth below are similar to those that exist in the R-3 and R-S zones; and

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

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

Section 1. Section 525 of the Cape May City Code is hereby amended to include the following **NEW LANGUAGE**:

§ 525-26.1 C-5(O) - Service Business-Light Industrial Affordable Housing Overlay District.

- A. Intent. In addition to the goals stated in § 525-2 of this chapter, this district is established in accordance with the planning policies as described in the City's Comprehensive Development Plan and are intended to achieve the following:**

- (1) Provide sufficient space in appropriate locations for various types of affordable housing uses anticipated by the City plan.

B. Use regulations.

- (1) Conditional Uses by right. In any C-5(O) District, land, buildings, or premises may be used by right for the following purposes:

- (a) Attached dwellings.
- (b) Multifamily dwellings.

Subject to the following Conditions:

- [1] Overall tract size must be at least 1 acre. Smaller lots may be created within the overall tract.
- [2] Project must include an onsite inclusionary zoning component with a presumptive maximum affordable housing set-aside of twenty percent (20%) of the total number of units in the development. All affordable units in such projects will be constructed and occupied in compliance with the Fair Housing Act ("FHA"), the Uniform Housing Affordability Controls ("UHAC"), the City's Housing Element and Fair Share Plan, and the City's Affordable Housing Ordinance.
- (2) Accessory uses. Only the following accessory uses may be permitted in any C-5(O) District:
- (a) Customary accessory uses related to attached dwellings and multifamily dwellings.
- (b) Off-street parking facilities.
- (c) Private and semi-private recreation facilities subject to § 525-62.
- (d) Residential accessory uses subject to § 525-55.
- (e) Uses which are clearly incidental and accessory to the uses by right.

C. Area and bulk regulations.

(1) Minimum Requirements:

	<u>Attached Dwelling/Multifamily Dwellings</u>
<u>Minimum lot size</u>	<u>12,500 sq. ft.</u>
<u>Min. lot size per dwelling unit</u>	<u>2,500 sq. ft.</u>
<u>Building setback line</u>	<u>20 feet</u>
<u>Lot width</u>	<u>100 feet</u>
<u>Lot frontage</u>	<u>100 feet*</u>

	<u>Attached Dwelling/Multifamily Dwellings</u>
<u>Habitable floor area per dwelling unit</u>	<u>500 sq. ft.</u>
<u>Rear yard</u>	<u>25 feet</u>
<u>Total</u>	<u>20 feet</u>
<u>Each side</u>	<u>10 feet</u>

*For corner lots and lots fronting on a cul-de-sac, see definition of lot frontage.

(2) Maximum regulations:

TABLE 1

	<u>Building Height</u>	<u>Lot Coverage</u>
<u>Attached dwellings</u>	<u>35 feet</u>	<u>75%</u>
<u>Multifamily dwellings</u>	<u>35 feet</u>	<u>75%</u>

(3) Building heights are subject to § 525-59D.

D. Supplemental regulations. As required by Articles IX, X and XI, inclusive.

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

Section 3. This ordinance shall take effect 20 days after passage and publication, according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 591-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on February 3, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on March 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: February 3, 2026
 1st Publication: February 11, 2026
 2nd Reading & Adoption: March 3, 2026
 Final Publication: March 11, 2026
 Effective Date: March 31, 2026

cc: City Manager
 Affordable Housing Counsel
 City Solicitor
 Planning Board

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

ORDINANCE NO. 592-2026

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 59, ARTICLE V
ENTITLED “AFFORDABLE HOUSING” OF THE CITY CODE**

WHEREAS, Chapter 59, Article V (Affordable Housing) of the General Ordinances of the City of Cape May has to be repealed and replaced in its entirety to comply with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (“FHA”), as was amended in 2024, the newly adopted Uniform Housing Affordability Controls (“UHAC”) regulations, N.J.A.C. 5:80-26.1 et seq., and newly adopted N.J.A.C. 5:99-1 et seq; and

WHEREAS, this Ordinance establishes City wide regulations and standards to govern the development of very low, low and moderate-income affordable units for multifamily for-sale and rental residential developments that may be approved by the City or the City Planning Board, and is designed to regulate these very low, low- and moderate-income units in a manner consistent with the FHA, UHAC, N.J.A.C. 5:99-1 et seq., and applicable New Jersey Council on Affordable Housing (COAH) regulations; and

BE IT ORDAINED by the Mayor and Council of the City of Cape May, in the County of Union and State of New Jersey that Chapter 59, Article V (Affordable Housing) of the General Ordinances of the City of Cape May is hereby repealed and replaced as follows:

Section 1. Chapter 59, Article V, Affordable Housing, of the General Ordinances of the City of Cape May, shall be repealed and replaced as follows:

§ 59-40 Introduction & Applicability.

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in City of Cape May consistent with the provisions outlined in P.L. 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).
2. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.
3. The City of Cape May Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L. 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.
5. Applicability
 - a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP, excluding those affordable housing units that were subject to a written agreement, rezoning or approval prior to the end of the Third Round on June 30, 2025.
 - b. This Ordinance shall also apply to any unanticipated future developments that will provide very low-, low- and moderate-income housing units.
 - c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

§ 59-41 Definitions.

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units”.

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household.

“CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of very low-, low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement

the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of very low-, low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same

lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the

transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

"Nonprofit" means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

"Non-residential development" means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

"Non-residential development fee" means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

"Order for repose" means the protection a municipality has from a builder's remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

"Payment in lieu of constructing affordable units" means the prior approval of the payment of funds to the municipality by a developer when affordable units were not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

"Prospective need" means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

"Qualified Urban Aid Municipality" means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

"Person with a disability" means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

"Price differential" means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that was adopted and/or having received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in

aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

"Supportive housing sponsoring program" means grant or loan program which provided financial assistance to the development of the unit.

"Supportive housing unit" means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

"Transitional housing" means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

"Treasurer" means the Treasurer of the State of New Jersey.

"UHAC" means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

"UHORP" means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

"Unit type" means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

"Very-low-income household" means a household with a household income less than or equal to 30 percent of the regional median income.

"Very-low-income housing" means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

"Very-low-income unit" means a restricted unit that is affordable to a very-low-income household.

"Veteran" means a veteran as defined at N.J.S.A. 54:4-8.10.

"Veterans' preference" means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

§ 59-42 Monitoring and Reporting Requirements.

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:
 - a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L. 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at <https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.
 - b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.
 - c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

§ 59-43 Municipality-wide Mandatory Set-Aside.

1. A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.
2. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.
3. All such affordable units shall be governed by this ordinance the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.
4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.
5. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.
6. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

7. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall choose one of two options for addressing the fractional unit:

- a. The developer may round the set-aside upward to construct a whole additional affordable unit; or
- b. If the set-aside includes a fractional unit equal to 0.49 or less, the developer may round the set-aside downward and construct the lesser whole number of affordable units and shall also contribute the fractional subsidy payment ("fractional subsidy payment") to be made to the municipality and deposited in the municipal Affordable Housing Trust Fund. The fractional subsidy payment amount shall be calculated as the fractional unit multiplied by the base subsidy payment amount currently established by the municipality as the average subsidy reflected in financial pro formas for 100% affordable housing or subsidized developments in the municipality or region on file with the municipality. For example, if seven total units are developed at an inclusionary site, a 20% set-aside would require 1.4 affordable units. Per the requirements above:

The developer shall round up the 0.4 unit to one whole affordable unit so as to construct a total of two (2) affordable housing units; or The developer shall round the set-aside downward so as to construct only one affordable unit AND shall pay into the municipal affordable housing trust fund a fractional subsidy payment equal to the dollar amount established by the municipality multiplied by 0.4.

§ 59-44 New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.).

Per the definition of "New Construction," this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.
2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75
90	100

3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.
 - a. Design of 100 percent affordable developments:
 - i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - ii. Each bedroom in each restricted unit must have at least one window.
 - iii. Restricted units must include adequate air conditioning and heating.
 - b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.
 - i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.
 - iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - v. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.
 - vi. Each bedroom in each restricted unit must have at least one window.
 - vii. Restricted units must be of the same unit type as market-rate units within the same building.
 - viii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

- i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.
 - ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.
 - iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses may be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.
 - iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
 - v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).
 - vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.
 - vii. Each bedroom in each restricted unit must have at least one window; and
 - viii. Restricted units must include adequate air conditioning and heating.
4. Utilities.
- a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.
 - b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).
5. Low/moderate split and bedroom distribution.
- a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

- b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.
 - c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count, and counted as part of the required number of low-income units within the development.
 - d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:
 - i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;
 - ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;
 - iii. The combined number of efficiency and one-bedroom units shall be no greater than 20%, rounded down, of the total number of low- and moderate-income units.
 - iv. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units.
 - v. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units.
 - vi. The remaining units may be allocated among two- and three- bedroom units at the discretion of the developer.
 - e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.
6. Accessibility requirements.
- a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.
 - b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor

dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

- i. An adaptable toilet and bathing facility on the first floor;
- ii. An adaptable kitchen on the first floor;
- iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
- iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
- v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
- vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
 - (a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
 - (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.
- vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site-impracticable" to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

§ 59-45 Affordable Housing Programs/Compliance Techniques.

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.
2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).
 - a. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.
 - b. Both ownership and rental units shall be eligible for rehabilitation funds.
 - c. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.
 - d. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.
 - e. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.
 - f. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:
 - i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.
 - ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant’s current rent or the maximum rent permitted under UHAC.

- iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.
 - iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.
3. Accessory Apartment Program (per N.J.A.C. 5:93-5.9 as may be updated per various sections in N.J.A.C. 5:97-6.8).
- a. Purpose and zoning districts. It is the purpose of this section to allow accessory apartments within the residential zoning districts within the City to provide for the development of affordable housing to meet the affordable housing needs of very low-, low- and moderate-income residents. This mechanism allows for the use of the City's existing and proposed dwellings and accessory buildings to be utilized for affordable housing opportunities. Accessory apartments shall also be permitted for all zoning districts that allow apartments over commercial uses.
 - b. Accessory apartments shall be permitted within the new or existing principle dwelling building or within an existing accessory building that contains an existing dwelling unit.
 - c. The minimum floor area for any accessory apartment shall be 350 square feet.
 - d. Floor area ratio requirements shall not apply to existing building conversions. Floor area ratio requirements shall apply to expansions or new construction.
 - e. Principal buildings shall have only one principal access entry orientated towards the street on which it fronts, and the accessory apartment access shall be provided so that it has a separate distinct entry which does not detract from the character of the principal building. It is the intent to provide accessory apartments while preserving the character of the neighborhood and principal building.
 - f. Parking shall be provided in accordance with the Residential Site Improvement Standards (N.J.A.C. 5:21-4.14).
 - g. Accessory apartments shall contain at minimum: Living/sleeping space, cooking facilities with kitchen sink and complete bathroom with shower and sanitary facilities.
 - h. Compliance with affordable housing regulations.
 - i. Per N.J.A.C. 5:97-6.8(c)1, at the time of initial occupancy of the unit and for at least ten (10) years thereafter, the accessory apartment shall be rented only to income eligible households consistent with the income category and rent structure of the unit.
 - ii. Rents of accessory apartments shall be established using the same methodology of affordable rental units discussed herein.
 - iii. There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental for the duration of the control period.
 - iv. The municipal accessory apartment program shall not restrict the number of bedrooms in any accessory apartment.
 - v. Compliance with all other applicable affordable housing requirements set forth herein is required.
 - i. Administration.

- i. The City of Cape May shall designate an administrative entity by municipal resolution to administrate the accessory apartment program.
 - ii. Administration duties shall be in accordance with applicable requirements as set forth herein.
 - iii. The municipality shall provide from its Affordable Housing Trust Fund or some other source, \$25,000 to subsidize the creation of a moderate income accessory apartment unit, \$40,000 to subsidize the creation of a low-income accessory apartment unit, or \$70,000 to subsidize the creation of a very low-income accessory apartment unit. Subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
 - j. Review. Applicants for the creation of an accessory apartment shall submit plans of building(s) showing layout of accessory apartment and principal building, entry location, and elevations showing entry locations. A site development plan shall be provided to demonstrate compliance with zoning and parking regulations. Supplemental information demonstrating compliance with this section is required.
4. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).
- a. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
 - i. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
 - ii. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
 - iii. The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
 - iv. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
 - v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.
 - vi. The deed restriction for the extended control period shall be filed with the County Clerk.
5. Assisted Living Residence (per N.J.A.C. 5:97-6.11).
- a. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

- b. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.
 - c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.
 - d. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.
 - e. Low- and moderate-income residents cannot be charged any upfront fees.
 - f. The units shall comply with UHAC with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;
 - ii. The deed restriction may be on the facility, rather than individual apartments or rooms;
 - iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and
 - g. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.
6. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).
- a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:
 - i. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).
 - ii. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.
 - iii. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.
 - iv. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.
 - v. Occupancy shall not be restricted to youth under 18 years of age.

- vi. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.
- vii. The bedrooms and/or units shall comply with UHAC with the following exceptions:
 - (a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;
 - (b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).
- viii. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.
- ix. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.
- x. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:
 - (a) An Affirmative Marketing Plan in accordance with §59-48 above; and
 - (b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.
- xi. The sponsor/owner shall complete annual monitoring as directed by the MHL.

§ 59-46 Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.
2. Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.
3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

§ 59-47 Maximum Initial Rents And Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.
2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.
3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent (rounded up) of the restricted units.)
4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.
5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.
6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.
7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:
 - a. A studio or efficiency unit shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.
9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.
10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.
11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

§ 59-48 Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is

intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 6 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.
 - a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.
 - b. There shall be a regional preference for all households that live and/or work in Housing Region 6 comprising Atlantic, Cape May, Cumberland, and Salem Counties.
 - c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.
 - d. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low-, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.
5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Process, the Administrative Agent shall consider the use of language translations where appropriate.
6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph. The affirmative marketing plan shall include the following community and regional organizations: Fair Share Housing Center, New Jersey State Conference of the

NAACP, the Latino Action Network, and the Cape May County, Mainland/Pleasantville, and Atlantic City Branches of the NAACP

8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

§ 59-49 Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.
2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

§ 59-50 Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
 - b. Provide a bedroom for every two adult occupants;
 - c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
 - d. Avoid placing a one-person household into a unit with more than one bedroom.

§ 59-51 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.
2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).
3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.
4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.

5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:
 - a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or
 - b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.
6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

§ 59-52 Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:
 - a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.
 - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C 5:80-26.7.
 - i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.
 - ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3
 - c. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:

- i. those that render the unit suitable for a larger household or the addition of a bathroom.
 - ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);
 - d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§ 59-53 Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of

the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A. 52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

§ 59-54 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

§ 59-55 Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.

2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.
3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.
4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.
5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.
6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.
7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit;
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
 - d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

§ 59-56 Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
 - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.

4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

§ 59-57 Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

- e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

§ 59-58 Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.
2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in N.J.A.C. 5:99-1 et seq.
3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:
 - a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
 - b. The oversight of the Affirmative Marketing Plan and affordability controls.
 - c. When applicable, overseeing and monitoring any contracting Administrative Agent.
 - d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
 - e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
 - f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
 - h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
 - i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
 - j. Listing on the municipal website contact information for the MHL and Administrative Agents.

§ 59-59 Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.
2. The fees for administrative agents shall be paid as follows:

- a. Administrative agent fees related to rental units shall be paid by the developer/owner.
 - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
 - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
 - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.
3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.
4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:
- a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
 - b. Affirmative marketing:
 - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
 - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
 - c. Household certification.
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households.
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
 - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
 - d. Affordability controls.
 - i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.

- ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
 - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
 - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
 - i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
 - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.
- f. Resales and re-rentals.
 - i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
 - ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- g. Processing requests from unit owners.
 - i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
 - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
 - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
 - i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in

any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;
 - iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and
 - v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.
- i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

§ 59-60 Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:
 - a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - b. The total number of units in the project and the number of affordable units.
 - c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.
 - d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.
 - e. A projected construction schedule.
 - f. The location of any common areas and elevators.
 - g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.
2. In addition to 1 above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:
 - a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.

- b. Provide to the administrative agent a description of any applicable fees.
 - c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
 - d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
 - e. Provide to the administrative agent a proposed form of lease for any rental units.
 - f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
 - g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.
3. In addition to 1, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:
- a. Proposed pricing for all units, including any purchaser options and add-on items.
 - b. Condominium or homeowner association fees and any other applicable fees.
 - c. Estimated real property taxes.
 - d. Sewer, water, trash disposal, and any other utility assessments.
 - e. Flood insurance requirement, if applicable.
 - f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

§ 59-61 Enforcement of Affordable Housing Regulations.

- 1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- 2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the

violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

- ii. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.
4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.
 - a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.
 - c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the

- regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess that would have been realized from an actual sale as previously described.
 - e. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.
 - f. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.
 6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.
 7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law

and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

§ 59-62 Appeals.

1. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§ 59-63 through § 59-69. (Reserved).

Section 2. Chapter 59, Article VII, Accessory Apartments (§ 59-80 and 59-81), of the General Ordinances of the City of Cape May, shall be **repealed in its entirety**.

Section 3. Invalidity.

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 4. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Effective Date.

This ordinance shall take effect immediately upon:

1. Final passage and publication according to law and filing with the Cape May County Planning Board; and
2. Approval by the Court through the issuance of a Compliance Certification or other appropriate order.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 592-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on February 3, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on March 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: February 3, 2026
1st Publication: February 11, 2026
2nd Reading & Adoption: March 3, 2026
Final Publication: March 11, 2026
Effective Date: March 31, 2026

cc: City Manager
Affordable Housing Counsel
City Solicitor
Planning Board

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

ORDINANCE NO. 593-2026

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 59, ARTICLE VI
ENTITLED “DEVELOPMENT FEE REQUIREMENTS” OF THE CITY CODE**

WHEREAS, Chapter 59, Article VI (Development Fee Requirements) of the General Ordinances of the City of Cape May has to be repealed and replaced in its entirety to comply with the Fair Housing Act, N.J.S.A. 52:27D-301, et. seq. (“FHA”), as was amended in 2024, the newly adopted Uniform Housing Affordability Controls (“UHAC”) regulations, N.J.A.C. 5:80-26.1 et seq., and newly adopted N.J.A.C. 5:99-1 et seq; and

WHEREAS, this chapter establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with regulations set forth in P.L. 2024, c. 2, N.J.S.A. 52:27D-301 et seq., N.J.A.C. 5:99-1 et seq. and as previously established in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7). Fees collected pursuant to this chapter shall be used for the sole purpose of providing very-low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan;

BE IT ORDAINED by the Mayor and Council of the City of Cape May, in the County of Cape May and State of New Jersey that Chapter 59, Article VI (Development Fee Requirements) of the General Ordinances of the City of Cape May is hereby repealed and replaced as follows:

Section 1. Chapter 59, Article VI, Development Fee Requirements, of the General Ordinances of the City of Cape May, shall be repealed and replaced as follows:

§ 59-70 Purpose.

- A. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 59-71 Basic Requirements.

- A. The municipality previously adopted a Development Fee Ordinance, which established the Municipal Affordable Housing Trust Fund.
- B. The municipality shall not spend development fees until the court has approved a Spending Plan for spending such fees.

§ 59-72 Definitions.

As used herein the following terms shall have the following meanings:

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Nonlapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change

in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities may be considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are not produced on a site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

§ 59-73 Residential Development Fees.

A. Imposed fees

1. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
2. When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination

of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.

2. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or a natural disaster.

§ 59-74 Non-Residential Development Fees.

A. Imposition of fees

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
2. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for non-residential development

1. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

2. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- C. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
- D. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- E. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

§ 59-75 Collection Procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.
- D. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.
- E. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of

the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

- G. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the construction permit and that determined at the time of issuance of certificate of occupancy.

§ 59-76 Appeal of Development Fees.

- A. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- B. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 59-77 Affordable Housing Trust Fund.

- A. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - 1. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;
 - 2. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
 - 3. Rental income from municipally operated units;

4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
- C. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
- D. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
1. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
 2. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
 3. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
 4. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
 5. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
 6. Revocation of compliance certification or a judgment of compliance and repose;
 7. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
 8. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
- E. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

§ 59-78 Use of Funds.

- A. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national

or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

- B. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.
- C. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low-income households.
 - 1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.
 - 2. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
- D. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the Superior Court and the Program including the costs to the municipality of resolving a challenge.

§ 59-79 Monitoring.

- A. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds

collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 59-80 Ongoing Collection of Fees.

- A. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification, or a Judgment of Compliance and Repose, or the good faith effort to obtain either one.
- B. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Compliance Certification or its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

§ 59-81 Emergent Affordable Housing Opportunities.

Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Section 2. Invalidity.

If any section, subsection, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

Section 3. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Effective Date.

This ordinance shall take effect immediately upon:

1. Final passage and publication according to law and filing with the Cape May County Planning Board; and
2. Approval by the Court through the issuance of a Compliance Certification or other appropriate order.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 593-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on February 3, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on March 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: February 3, 2026
1st Publication: February 11, 2026
2nd Reading & Adoption: March 3, 2026
Final Publication: March 11, 2026
Effective Date: March 31, 2026

cc: City Manager
Affordable Housing Counsel
City Solicitor
Planning Board

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

ORDINANCE NO. 594-2026

**ORDINANCE AMENDING CHAPTER 7 OF THE CAPE MAY CITY CODE
REGARDING METERED PARKING FEES AT THE CAPE ISLAND BAPTIST CHURCH
PARKING LOT PURSUANT TO THE CITY USE AGREEMENT**

WHEREAS, Chapter 7 of the Cape May Municipal Code governs vehicle and traffic regulations in the City of Cape May; and

WHEREAS, pursuant to Resolution No. 167-04-2025, the City of Cape May authorized a parking lot use agreement with Cape Island Baptist Church for the use of Cape Island's parking lot at 115 Gurney Street, Cape May for employees and events at the Cape May Convention Hall. In addition, the lot will be made available for public parking through the City's Park Mobile program subject to the right of use reserved to the City and Cape Island under the Agreement. Under the Agreement, the City reserves discretion and authority to determine the duration and cost for metered parking at the Lot; and

WHEREAS, Chapter 7-45.9 currently provides for three-hour metered parking April 1 through October 31, at \$2.00 per hour with the following duration: 10 a.m. to 10 p.m. Monday through Saturday and on Sundays 12 noon to 10 p.m.; and

WHEREAS, after review and recommendation by the City Manager, the City Council desires to make amendments to parking meter fees and duration at the Cape Island Baptist Church Parking Lot eliminating the duration limitation and establishing minimum daily fees; and

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

SECTION 1. Chapter 7-45.9 of the Cape May City Code is hereby deleted and replaced with the following:

§ 7-45.9. Additional metered parking areas.

**Metered Parking April 1 to December 31
Monday through Saturday 10:00 a.m. – 10:00 p.m.;
Sunday 12:00 p.m. – 10:00 p.m.**

Daily Minimum Fee \$20.00 Regardless of Duration.

The daily minimum fee does not constitute a day pass. Any vehicle that leaves the parking area and later returns on the same day begins a new parking session subject to the daily minimum fee.

NO OVERNIGHT PARKING PERMITTED AT ANY TIME

Name of Parking Area	Description and Location
Cape Island Baptist Church Parking Lot	Block 1063, Lots 4-7 and located in the rear of the Cape Island Baptist Church with access from Stockton Place. Any vehicle parked in this location displaying a City-approved parking pass or CIBC-issued parking pass is exempt from metered parking at this location.

**Metered Parking April 1 to December 31
Monday through Saturday 10:00 a.m. – 10:00 p.m.;
Sunday 12:00 p.m. – 10:00 p.m.**

Daily Minimum Fee \$20.00 Regardless of Duration.

The daily minimum fee does not constitute a day pass. Any vehicle that leaves the parking area and later returns on the same day begins a new parking session subject to the daily minimum fee.

NO OVERNIGHT PARKING PERMITTED AT ANY TIME

Name of Parking Area

Description and Location

(Note: As of the date of adoption of this subsection, a Use Agreement is in effect authorizing the City to implement metered parking at this location (Resolution No. 167-04-2025). The provisions herein are subject to the continuing effect of a Use Agreement between the City and Cape Island).

SECTION 2. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency.

SECTION 3. Should any section, paragraph, sentence, clause or phase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 4. This Ordinance shall become effective 20 days after final passage and publication, according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 594-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on February 3, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on March 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: February 3, 2026
 1st Publication: February 11, 2026
 2nd Reading & Adoption: March 3, 2026
 Final Publication: March 11, 2026
 Effective Date: March 31, 2026

cc: Outside Operations Manager
 PD
 DPW

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

ORDINANCE NO. 595-2026

ORDINANCE OF THE CITY OF CAPE MAY AMENDING THE REVISED GENERAL ORDINANCES OF THE CITY OF CAPE MAY TO PROVIDE FOR RESTRICTED HANDICAPPED PARKING SPACE AT OR ADJACENT TO 212 STOCKTON PLACE FOR REBECCA WALDER

WHEREAS, Section 7-37.5 the Revised General Ordinances of the City of Cape May currently permits handicapped parking by specific individuals at certain designated parking spaces within the City of Cape May; and

WHEREAS, N.J.S.A. 39:4-197.6, *et seq.* allows a municipality to issue a permit to a handicapped property owner, allowing for restricted parking for one motor vehicle at a space designated for the sole benefit of such property owner at or adjacent to the property owner's residence; and

WHEREAS, N.J.S.A. 39:4-197.6, *et seq.* further requires that such designations be rescinded or removed when the handicapped person no longer resides at the property; and

WHEREAS, Rebecca Walder, the occupant of 212 Stockton Place, has requested that the City Council designate a handicapped parking space in front of the residence; and

WHEREAS, the applicant has presented proof that they are a handicapped person, within the meaning of the statute, entitled to a designated, restricted parking space under its terms; and

WHEREAS, the Chief of Police has reviewed the application and has determined that the requested location does not conflict with any traffic patterns or pedestrian walkways and therefore designation as a restricted space would not interfere with the normal flow of traffic; and

WHEREAS, the City Council desires to amend the Revised General Ordinances of the City of Cape May to permit handicapped parking at all times at designated parking spaces located at or near 212 Stockton Place in accordance with the terms and conditions set forth herein.

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

1. Section 7-37.5 of the Revised General Ordinances of the City of Cape May is amended by adding the following designated handicapped parking space (**additions bolded and underlined**, ~~deletions struck through~~):

- A. In accordance with N.J.S.A. 39:4-197.7, the following on-street location(s) is (are) designated as Reserved Handicapped Parking Spaces for use by the person named below until such time as that person no longer resides at the property adjacent to the designated parking space:

Name of Street	Sides	Location	Name of Person
Clay Street	West	80 feet north on Clay Street to 102 feet from the northwest corner of Clay Street and Lafayette Street	Joan Hurd
Perry Street	West	51' 2" north of the NW corner of Beach and Perry Street to a point 22' 6" north thereof	George Tsiartsionis
Washington Street	West	Beginning 160 feet north from the northerly curblineline of Madison Avenue to a point 20 feet north therefrom	Carol M. Boyd
Windsor Avenue	South	273 feet from the apex of the Windsor Avenue and Park Boulevard intersection	Rocco Senatore
Washington Street	West	835 feet west from the North/West corner of Washington Street at Sydney Street west on Washington Street 22 feet to a point	Craig Gras
<u>Stockton Place</u>	<u>North</u>	<u>138' East from the intersection of Columbia Ave. and Stockton Pl. and 86' West from the intersection of Hughes St. and Stockton Pl.</u>	<u>Rebecca Walder</u>

- B. Such spaces are for use only by the person so designated provided such persons have been issued a special vehicle identification card or plates or placards by the New

Jersey Motor Vehicle Commission, or a temporary placard by the Chief of Police. No other person shall be permitted to park in these spaces. In addition, such designated person shall provide the City Clerk ~~and the Chief of Police~~ with a copy of the vehicle registration of the vehicle to be parked at the designated location, and no other vehicle shall be permitted to park in the designated space. Each designated person shall also notify the City Clerk and Chief of Police of any change in the vehicle and shall provide a copy of the vehicle registration for any replacement vehicle. The designated person shall only be permitted to register one vehicle with the City for such purpose. At the beginning of each calendar year, the designated person shall provide written confirmation to the City Clerk of their intent to continue use of the space in accordance with this section. Such designated parking place shall terminate automatically and without further ordinance either: (i) upon the death of the designated person; or (ii) at such time that the designated person no longer resides at the property adjacent to the designated location.

- C. Such designated parking place shall not be permitted unless there is no off-street parking available to the designated person at the designated person's residence. A survey of the property showing current conditions must be provided with the application. For the purposes of this section, the availability of a driveway parking permit pursuant to § 7-54 shall constitute off-street parking. Any one homeowner or building or property cannot hold both an on-street parking permit and an on-street reserved handicapped parking permit simultaneously.
- D. All determinations as to the availability of off-street parking shall be made by the Chief of Police, ~~in the Chief's sole discretion.~~ **Zoning Officer, and Superintendent of Public Works (or designee).**

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

3. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

4. This Ordinance shall take effect within twenty (20) days of final passage and publication as provided by law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 595-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on February 3, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on March 3, 2026 at 5:00 P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: February 3, 2026
1st Publication: February 11, 2026
2nd Reading & Adoption: March 3, 2026
Final Publication: March 11, 2026
Effective Date: March 31, 2026

cc: PD
DPW
Zoning Officer
City Clerk's Office

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

ORDINANCE NO. 585-2026

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14) - CALENDAR
YEAR 2026**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Cape May in the County of Cape May finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council hereby determines that a 1.5% increase in the budget for said year, amounting to \$265,725.62 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the City Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Cape May, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the City of Cape May shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 1.5%, amounting to \$620,026.44, and that the CY 2026 municipal budget for the City of Cape May be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 585-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and was further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00 P.M. at which time a Public Hearing was held.

Erin C. Burke, City Clerk

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

Introduced:	January 6, 2026
1 st Publication:	January 14, 2026
2 nd Reading & Adoption:	February 3, 2026
Final Publication:	February 11, 2026
Effective Date:	March 3, 2026

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

ORDINANCE NO. 586-2026

**ORDINANCE AUTHORIZING CONVEYANCE OF DEEDS OF EASEMENT TO THE
COUNTY OF CAPE MAY TO ACCOMMODATE THE DELAWARE AVENUE
(COUNTY ROAD 640) REVETMENT PROJECT - BLOCK 1184, LOT 1 & 1.01; BLOCK
1195, LOT 1.01; BLOCK 1206, LOT 1.01; BLOCK 1217, LOT 1.01**

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

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

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

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

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

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

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., an Ordinance is required to authorize and approve the attached Deed of Easement; and

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

WHEREAS, the City Council has reviewed the matter and determined that authorizing the Deeds of Easement is in the best interest of the City.

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

SECTION 1. The City is hereby authorized to convey a Deed of Easement to the County of Cape May with respect to real property identified as Block 1184, Lots 1 and 1.01; Block 1195, Lot 1.01; Block 1206, Lot 1.01; and Block 1217, Lot 1.01 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Deeds of Easement attached hereto as EXHIBIT B and incorporated herein by reference. Furthermore, in consideration of the mutual promises contained in the easements, the Mayor is hereby authorized to execute the "Easement Donation Concurrence" attached hereto as EXHIBIT A.

SECTION 2. Upon fulfillment and execution of all requirements for the enactment of this Ordinance, the Deeds of Easement shall be returned to the County of Cape May for recording in the Office of the Cape May County Clerk.

SECTION 3. The Mayor and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. If any article, section, subsection, paragraph, subdivision, or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder thereof, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall take effect twenty (20) days after final passage and publication according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 586-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and was further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00 P.M. at which time a Public Hearing was held.

Erin C. Burke, City Clerk

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

Introduced:	January 6, 2026
1 st Publication:	January 14, 2026
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Final Publication:	February 11, 2026
Effective Date:	March 3, 2026

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
Cape May County is an Equal Opportunity Employer



September 18, 2025

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

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

Mr. Dietrich:

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

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

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

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

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

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

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

EASEMENT DONATION CONCURRENCE

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

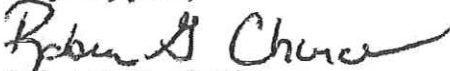
Name and title

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 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 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 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot1/ 1.01 as work progresses.

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

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

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

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

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

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

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

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

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT 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 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

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

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

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

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

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

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

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

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

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT 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 of any agent, employee, or contractor of the COUNTY OF CAPE MAY, unless said loss, damage, injury, or death as a result, in part or wholly, of the OWNER'S negligence.
4. The COUNTY OF CAPE MAY agrees to defend, indemnify, and hold OWNER (GRANTOR) harmless from any claims or damages caused by the COUNTY OF CAPE MAY'S use of the Property, unless said claims or damages are as a result, in part or wholly, of the OWNER'S negligence.
5. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall replace and/or repair any improvements, damaged or destroyed, as a result of the

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

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

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

STATE OF NEW JERSEY :
: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 20th to September 30th of any given year and shall terminate upon the completion of the Revetment project. This temporary easement is to allow access for construction and is not intended to be used as a project storage area with the exception of the temporary storage of material and equipment that are necessary for the construction of the revetment along lot 1.01 as work progresses.

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

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

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

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

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

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

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

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

Notary Public of
the State of New Jersey

PERMANENT REVETMENT EASEMENT AGREEMENT REVETMENT SLOPE STABILIZATION

Project: DELAWARE AVENUE REVETMENT CONSTRUCTION

Owner: City of Cape May

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

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

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

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

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

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

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

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

1. **Scope and Reservation of Rights.** This Easement is granted solely for the purpose of constructing, maintaining, repairing, and replacing the revetment structure and associated appurtenances as shown on the attached plans. The rights granted herein shall not extend to any other use of the Property, nor shall they restrict the Grantor's right to use, develop, improve, or access the Property in any manner not inconsistent with the maintenance and preservation of the revetment. The Grantor expressly retains all rights of ownership, possession, and use of the Property not specifically granted herein.
2. The COUNTY OF CAPE MAY, their authorized agents, employees, and contractors shall exercise reasonable precautions necessary to prevent damage to and protect the Property during COUNTY OF CAPE MAY'S entry thereon. OWNER (GRANTOR) shall certify by their signature that, to the best of their knowledge, information and belief, there are no hidden conditions or hazardous materials on their property.
3. By the COUNTY OF CAPE MAY'S exercise of this Revetment Easement, OWNER (GRANTOR) assumes no liability for loss or damage to the COUNTY OF CAPE MAY'S property, or injury to or death 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 5P, shall begin on the parcel at the landside toe of the crest of the revetment rock stabilization and extend to the waterside toe of the revetment back slope, and more particularly described in the attached legal description. The grantor shall provide the county with a temporary construction easement (separate easement) encompassing the area from the toe of the back slope and extending toward the Cape May Harbor to permit the excavation and placement of sand that is necessary for the initial revetment construction. This temporary construction easement shall terminate upon completion of the revetment improvements.

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

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

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

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

Notary Public of
the State of New Jersey

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

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

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

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

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

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

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

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

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

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

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

Kevin Lare, Administrator/Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

OWNER(S):

CITY OF CAPE MAY

By: _____
Zachary M. Mullock, Mayor

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

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

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

Notary Public of
the State of New Jersey

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

ORDINANCE NO. 587-2026

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

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

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

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

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

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq., an Ordinance is required to authorize and approve the attached Deed of Easement; and

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

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

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

SECTION 1. The City is hereby authorized to convey a Utility Easement Agreement to Atlantic City Electric Company with respect to real property identified as Block 1061, Lots 42 & 51 on the Official Tax Map of the City of Cape May. Said properties are more particularly described in the Utility Easement Agreement attached hereto as EXHIBIT A and incorporated herein by reference.

SECTION 2. Upon fulfillment and execution of all requirements for the enactment of this Ordinance, the Utility Easement Agreement shall be returned to Atlantic City Electric Company for recording in the Office of the Cape May County Clerk.

SECTION 3. The Mayor and City Clerk are hereby authorized to execute any and all instruments and to take any and all actions necessary to effectuate the purposes of this Ordinance.

SECTION 4. If any article, section, subsection, paragraph, subdivision, or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder thereof, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall take effect twenty (20) days after final passage and publication according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation
of the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 587-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and was further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00P.M. at which time a Public Hearing was held.

Erin C. Burke, City Clerk

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

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

EXHIBIT A

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

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

Prepared By Tom Santacroe
& 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

ORDINANCE NO. 588-2026

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE OF THE CITY OF CAPE MAY
REGARDING ON-STREET PARKING PERMITS
TO CONFIRM A RESIDENCY REQUIREMENT**

WHEREAS, Section 7-56 of the City of Cape May Municipal Code establishes a permitting process for reserved on-street parking for persons that reside in the City; and

WHEREAS, pursuant to Ordinance No. 581-2025, City Council amended the code to clarify provisions for on-street parking permits; and

WHEREAS, the City Council recognizes that on-street parking is a finite and valuable resource in the City of Cape May and has deemed it in the City's best interest to make a further amendment to the regulations to confirm that these permits be reserved for residents of the City of Cape May.

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

SECTION 1. Section 7-56 of the City of Cape May Code is amended as follows (~~striketrough~~ portions indicating deletions and underline portions indicating new language):

§ 7-56. Permit parking — On-street.¹ [Added 5-18-2010 by Ord. No. 204-2010]

§ 7-56.1. Qualifications and criteria.

- A. An on-street parking permit may be issued to the owner or occupant of any residential property that does not have an existing off-street parking space and cannot, under current zoning regulations, create at least one off-street parking space on the site. To obtain a permit, applicants shall be required to demonstrate that they are residents of the City of Cape May. No applicant shall be eligible for an on-street parking permit if the property is required to be licensed as a Short-Term Rental under Chapter 310, Article IV. For the avoidance of any doubt, a property may not simultaneously be licensed under Chapter 310 Article IV and hold an on-street parking permit under this section.
- B. A property shall not qualify for an on-street parking permit if it has an area of at least nine feet by eighteen feet (9' x 18') usable for a conforming off-street parking space in the side yard beyond the front façade of the building, or if the property has vehicle access to the rear.
- C. The space for which the permit is to be issued is in front of the person's home or, if there is no space in front of such home, the next appropriate closest space as determined by the City.
- D. No more than one on-street permit may be issued for any one building or tax lot regardless of the number of residential units contained in the building. This shall include multi-family development within one building, apartment buildings, and apartments over detached garages (to the extent otherwise permitted under the zoning regulations).

- E. Any one homeowner or building or property cannot hold both an on-street parking permit and an on-street reserved handicapped parking permit simultaneously.
- F. For the avoidance of any doubt, this section is not intended to provide on-street parking permits for commercial properties.

§ 7-56.2. Application for permit.

A completed application for a permit must be filed in the Office of the City Clerk by the person to whom the permit shall be issued. The application shall include the following information:

- A. The name and address of the person who resides in the property for which the permit is to be issued;
- B. The name and address of the owner of the property;
- C. ~~A copy of the applicant's driver's license~~ A copy of the applicant's New Jersey driver's license with current City address listed or MVC letter reflecting address change must be included with the request, copy of vehicle insurance (current and unexpired), and copy of vehicle registration (must be registered in the State of New Jersey and reflect current City address);
- D. Certification of ownership and acknowledgement that the property is not utilized for Short-Term Rental. This certification shall be required upon any renewal.
- E. An accurate survey of the property; and
- F. The permit shall be valid from February 1 through January 31 and must be renewed annually.
- G. The permit shall be issued only on a calendar year basis and shall not create a right with respect to any property for which the permit is issued. Upon the transfer of any such property, the new owner shall be required to apply for a permit to be reviewed and, if acceptable, issued in accordance with the terms and conditions of this section. Upon transfer, the new owner shall initially be required to only pay the non-refundable application fee. The City also reserves the right, in its governmental discretion, to repeal this § 7-56, in which case all permits issued shall automatically terminate.

SECTION 2. Effect on Pending Applications and Renewals.

For the avoidance of doubt, any application that does not meet the residency requirements established in this amendment shall be deemed ineligible and automatically terminated, whether it was filed before or after the effective date of this amendment. If an application or permit is rendered ineligible due to this amendment, the application fee shall be refunded in full.

SECTION 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency.

SECTION 4. Should any section, paragraph, sentence, clause or phase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall become effective 20 days after final passage and publication,

City Council intends to table indefinitely as per discussion at the 1/21/26 Regular City Council meeting

according to law.

ATTEST:

CITY OF CAPE MAY, a municipal corporation of
the State of New Jersey

Erin C. Burke, City Clerk

BY: _____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 588-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on January 6, 2026 and will be further considered for final passage during a Regular meeting of the City Council, held at the Cape May City Hall Auditorium, 643 Washington Street, Cape May, New Jersey, on February 3, 2026 at 5:00P.M. at which time a Public Hearing will be held.

Erin C. Burke, City Clerk

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

Introduced: January 6, 2026
1st Publication: January 14, 2026
2nd Reading & Adoption: February 3, 2026
Final Publication: February 11, 2026
Effective Date: March 3, 2026

cc: DPW
CMPD



PAUL E. DIETRICH

City Manager

ERIN C. BURKE

City Clerk

ZACK MULLOCK

Mayor

MAUREEN K. MCDADE

Deputy Mayor

LORRAINE M. BALDWIN

Councilmember

STEVE BODNAR

Councilmember

SHAIKE P. MEIER

Councilmember

RECEIVED

JAN 29 2026

**CITY CLERK
CITY OF CAPE MAY**

MONTHLY REPORT OF TAX COLLECTIONS

Period Ending: December 31, 2025

	M-T-D	Y-T-D
TAX COLLECTIONS:		
PRIOR YEAR (2024)	\$0.00	\$201,805.34
CURRENT YEAR (2025)	\$263,443.37	\$32,126,340.91
PRELIMINARY YEAR (2026)	\$208,652.65	\$868,923.85
CITY LIENS REDEEMED	\$0.00	\$0.00
LATE INTEREST CHARGES	\$4,389.20	\$57,121.17
END OF YEAR 6% PENALTY		\$3,563.36
	<u>\$476,485.22</u>	<u>\$33,257,754.63</u>
 REFUNDS	 \$0.00	 (\$4,124.41)
	<u>\$476,485.22</u>	<u>\$33,253,630.22</u>
 ALL OTHER RECEIPTS (CURR FD)	 <u>\$915,235.33</u>	 <u>\$10,077,199.05</u>
 TOTAL COLLECTIONS FOR THE MONTH	 <u><u>\$1,391,720.55</u></u>	 <u><u>\$43,330,829.27</u></u>

Deborah Lindholm

DEBORAH LINDHOLM

TAX & UTILITY COLLECTOR

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

2024
TAX RECONCILIATION
DECEMBER 31, 2025

2024 EXTENDED DUPLICATE	\$31,605,674.53
2024 ADDED ASSESSMENTS	\$ 282,590.75
2024 CORRECTIONS TO THE TAX DUPLIC,	(\$41,748.78)
2024 TRANSFER TO TAX LIEN	(\$699.73)
2024 HOMESTEAD REBATE	\$0.00
2024 Y.E.P.(6%)	\$4,229.43
TOTAL DEBITS	<u>\$31,850,046.20</u>

PREPAID TAXES (JULY - DEC 2023)	\$728,999.01	
COUNTY/STAT APPEALS	\$906.99	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$0.00	
INTERNAL TRANFERS	<u>(\$32,756.09)</u>	
		\$697,149.91
TAXES PAID (JAN-DEC 2024)	\$30,970,001.29	
COUNTY/STATE APPEALS	\$2,237.54	
REFUNDS	(\$3,414.66)	
SR/VET DED ADJ	\$500.00	
INTERNAL TRANSFERS	<u>(\$20,766.18)</u>	
		\$30,948,557.99
TAXES PAID (JAN - NOV 2025)	\$204,588.30	
COUNTY/STATE APPI		
REFUNDS		
SR/VET DED ADJ	(\$376.03)	
INTERNAL TRANSFERS	<u>\$126.03</u>	
		<u>204338.3</u>

TOTAL CREDITS	<u><u>\$31,850,046.20</u></u>
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BALANCE AS OF 12/31/25	<u><u>\$0.00</u></u>
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TAX STATUS REPORT 12/31/25	<u><u>\$0.00</u></u>
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DIFFERENCE	<u><u>\$0.00</u></u>
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2025
TAX RECONCILIATION
DECEMBER 31, 2025

2024 EXTENDED DUPLICATE	\$32,974,793.92
2025 ADDED ASSESSMENTS	\$ 201,644.13
2025 CORRECTIONS TO THE TAX DUPLICATE	(\$1,118.30)
2025 TRANSFER TO TAX LIEN	(\$186.85)
	\$0.00
2025 Y.E.P.(6%)	\$4,546.68
TOTAL DEBITS	<u>\$33,179,679.58</u>

PREPAID TAXES (JULY - DEC 2024)	\$806,371.51	
COUNTY/STAT APPEALS	\$0.00	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$0.00	
INTERNAL TRANSFERS	<u>\$28,879.81</u>	
		\$835,251.32

TAXES PAID (JAN - NOV 2025)	\$31,862,897.54	
COUNTY/STATE APPEALS	\$0.00	
REFUNDS	(\$4,124.41)	
SR/VET DED ADJ	\$14,002.99	
INTERNAL TRANSFERS	<u>(\$15,626.07)</u>	
		\$31,857,150.05

TAXES PAID (NOV 2025)	\$263,693.37	
COUNTY/STATE APPEALS	\$1,412.88	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$2,216.86	
INTERNAL TRANSFERS	<u>(\$16,359.64)</u>	
		<u>250,963.47</u>

TOTAL CREDITS	<u><u>\$32,943,364.84</u></u>
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BALANCE AS OF 12/31/25	<u><u>\$236,314.74</u></u>
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TAX STATUS REPORT 12/31/25	<u><u>\$236,314.74</u></u>
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DIFFERENCE	<u><u>\$0.00</u></u>
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2026
TAX RECONCILIATION
December 31, 2025

2025 EXTENDED DUPLICATE	\$16,535,784.16
2025 ADDED ASSESSMENTS	\$ 77,963.93
2025 CORRECTIONS TO THE TAX DUPLIC,	\$0.00
2025 TRANSFER TO TAX LIEN	\$0.00
2025 Y.E.P.(6%)	\$0.00
TOTAL DEBITS	<u>\$16,613,748.09</u>

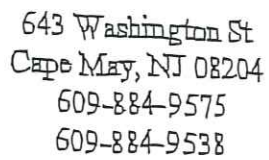
PREPAID TAXES (JULY - OCT 2025)	\$603,999.13	
COUNTY/STAT APPEALS	\$0.00	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$0.00	
INTERNAL TRANFERS	<u>\$15,336.76</u>	
		\$619,335.89
TAXES PAID (NOV 2025)	\$56,272.07	
COUNTY/STATE APPEALS	\$0.00	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$0.00	
INTERNAL TRANSFERS	<u>\$0.00</u>	
		\$56,272.07
TAXES PAID (DEC 2025)	\$208,402.65	
COUNTY/STATE APPEALS	\$1,211.04	
REFUNDS	\$0.00	
SR/VET DED ADJ	\$0.00	
INTERNAL TRANSFERS	<u>\$16,339.64</u>	
		<u>\$225,953.33</u>

TOTAL CREDITS	<u><u>\$901,561.29</u></u>
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BALANCE AS OF 12/31/25	<u><u>\$15,712,186.80</u></u>
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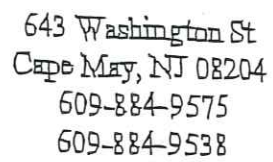
TAX STATUS REPORT 12/31/25	<u><u>\$15,712,186.80</u></u>
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DIFFERENCE	<u><u>\$0.00</u></u>
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[illegible]

643 Washington St
Cape May, NJ 08204
609-884-9575
609-884-9538

[illegible]

[illegible]

Guard (US) -
Cape May, NJ 08204

2025 United States Coast Guard (USCG)							
Capit May, NJ 08204							
609-884-9575 Charge						Credit	Balance
609-884-9538							
Dec 31, 2024 Balance Fwd							131,451.72
1	17	24-Dec#1	1,929,000 gal		\$35,474.31		166,926.03
1	17	24-Dec#8	682,000 gal		\$12,541.98		179,468.01
2	6	Pmt				(\$15,190.14)	164,277.87
2	10	Pmt				(\$12,541.98)	151,735.89
2	11	Pmt				(\$42,848.70)	108,887.19
2	11	Pmt				(\$35,437.53)	73,449.66
2	11	Pmt				(\$35,474.31)	37,975.35
2	11	Pmt				(\$37,975.35)	0.00
3	5	25-Jan#1	3,655,000 gal		\$73,035.28		73,035.28
3	5	25-Jan#8	685,000 gal		\$13,847.35		86,882.63
3	14	25-Feb#1	2,541,000 gal		\$ 51,301.14		138,183.77
3	14	25 -Feb#8	357,000 gal		\$7,448.07		145,631.84
3	25	Pmt				(\$51,301.14)	94,330.70
3	25	Pmt				(\$7,448.07)	86,882.63
4	4	Pmt				(\$73,035.28)	13,847.35
4	8	Pmt				(\$13,847.35)	0.00
4	16	25-Mar#1	2,234,000 gal		\$45,311.57		45,311.57
4	16	25-Mar#8	451,000 gal		\$9,282.01		54,593.58
5	2	Pmt				(\$54,593.58)	0.00
5	23	25-Apr#1	2,092,000 gal		\$ 42,541.15		42,541.15
5	23	25-Apr#8	388,000 gal		\$ 8,052.88		50,594.03
6	4	25-May#1	2,389,000 gal		\$ 48,335.62		98,929.65
6	4	25-May#8	449,000 gal		\$9,242.99		108,172.64
##	18	Pmt				\$ (42,541.15)	65,631.49
6	18	Pmt				(\$8,052.88)	57,578.61
6	18	Pmt				(\$48,335.62)	9,242.99
6	18	Pmt				(\$9,242.99)	0.00
7	30	25-June#1	2,258,000 gal		\$ 45,779.81		45,779.81
7	30	25-June#8	447,000 gal		\$ 9,203.97		54,983.78
8	5	25-July#1	2,410,000 gal		\$ 48,745.33		103,729.11
8	5	25-July#8	431,000 gal		\$ 8,891.81		112,620.92
8	13	Pmt				(45,779.81)	66,841.11
8	14	Pmt				(66,841.11)	0.00
9	5	25-Aug#1	2,602,000 gal		\$ 52,491.25		52,491.25
9	5	25-Aug#8	412,000 gal		\$ 8,521.12		61,012.37
9	18	Pmt				(8,521.12)	52,491.25
9	24	Pmt				(52,491.25)	0.00
10	6	25-Sept#1	2,323,000 gal		\$ 47,047.96		47,047.96
10	6	25-Sept#8	330,000 gal		\$ 6,921.30		53,969.26
11	7	25-Oct#1	3,007,000 gal		\$ 60,392.80		114,362.06
11	7	25-Oct#8	362,000 gal		\$ 7,545.62		121,907.68
12	3	25 Nov#1	2,552,000 gal		\$ 51,515.75		173,423.43
12	3	25 Nov#8	358,000 gal		\$ 7,467.58		180,891.01
12	10	Pmt				\$ (6,921.30)	173,969.71
12	11	Pmt				\$ (47,047.96)	126,921.75
12	22	Pmt				\$ (67,938.42)	58,983.33

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

RESOLUTION NO. 92-02-2025

**RESOLUTION ISSUING AN AMUSEMENT GAME LICENSE FOR
JOSEPH CHIARELLO – 406 BEACH AVENUE**

WHEREAS, Joseph Chiarello, of Ivyland, Pennsylvania, has made application to hold, operate and conduct amusement games certified permissible for licensing under Certification No. 2 of the Regulations of the State of New Jersey Amusement Games Control Commission; and

WHEREAS, the City of Cape May is a seashore resort and the premises to be licensed are located in an amusement area, according to the customary understanding of such terms in the City of Cape May, and in accordance with Ordinance duly adopted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, that a license to hold, operate and conduct games, as included in Permissible Amusement Games Certification No. 2, for the above-cited premises, be issued to Joseph Chiarello trading as Cape May Arcades, LLC. for the Year 2026, as shown on application.

Fee Paid: \$500 to City of Cape May
Fee Paid: \$250 to NJ Legalized Games of Chance
MG-A

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 February 3, 2026.

Erin C. Burke, City Clerk

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

cc: LGCCC (1 certified copy)
Applicant

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

RESOLUTION NO. 93-02-2026

**RESOLUTION ISSUING AN AMUSEMENT GAME LICENSE FOR JOSEPH
CHIARELLO– 732 BEACH AVENUE**

WHEREAS, Joseph Chiarello of Ivyland, Pennsylvania, has made application to hold, operate and conduct amusement games certified permissible for licensing under Certification No. 2 of the Regulations of the State of New Jersey Amusement Games Control Commission; and

WHEREAS, the City of Cape May is a seashore resort and the premises to be licensed are located in an amusement area, according to the customary understanding of such terms in the City of Cape May, and in accordance with Ordinance duly adopted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May, that a license to hold, operate and conduct games, as included in Permissible Amusement Games Certification No. 2, for the above-cited premises, be issued to Joseph Chiarello., trading as Cape May Arcades, LLC. for the Year 2026, as shown on application.

Fee Paid: \$500 to City of Cape May

Fee Paid: \$490 to NJ Legalized Games of Chance

MG-D

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 February 3, 2026.

Erin C. Burke, City Clerk

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

cc: LGCCC (1 certified copy)
Mr. Peter Tiburzio, Jr.

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

RESOLUTION NO. 94-02-2026

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
NORTHEAST MECHANICAL SERVICES, INC. FOR THE PROJECT KNOWN
AS “CITY OF CAPE MAY – CONVENTION HALL THEATER LIGHTING
UPGRADE”**

WHEREAS, the City is in need of lighting upgrade at the City of Cape May Convention Hall Theater; and

WHEREAS, the City of Cape May engaged in a public bid, and awarded in a fair and open manner for electrical services through, public bid # 24-20, awarded for a two (2) year term on April 1, 2025, through resolution 146-04-2025, to Northeast Mechanical Services; and

WHEREAS, Northeast Mechanical has proposed service in accordance with Bid award # 24-20 for upgrade lighting services at the Convention Hall Theater in the amount of \$409,485.00 (EXHIBIT A), acceptable to the City.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Cape May, County of Cape May, as follows: the City Manager is authorized to enter into a contract for the project known “City of Cape May Convention Hall Theater Lighting Upgrade” in the amount of \$409,485.00 with bid awarded electrical contractor Northeast Mechanical.

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 February 3, 2026.

Erin C. Burke, City Clerk

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

Resolution: 9/1-02-2026

Resolution awarding contract to Northeast Mechanical Services Inc. for Convention Hall lighting upgrade

Amount: \$409,485.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the C-04-55-924-105 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer



October 6, 2025

Mr. Eric Prusinski
Superintendent of Public Works
830 Canning House Lane
Cape May NJ 08204

Re: 409

Dear Eric,

We, at Northeast Services, would like to thank you for the opportunity to be of service to you. After our on-site visit and detailed survey, we are pleased to provide you with the following proposal.

We will:

- Bring scissor lifts to jobsite.
- Retrofit existing dimming rack processor for new light fixture upgrades.
- Add new data distribution system next to existing dimming rack.
- Remove (59) pendant and recessed house light fixtures in auditorium.
- Remove all light fixture from (3) existing lights strips on stage and front of stage.
- Install and wire (59) Axceleron AX-125 house light fixtures.
- Run new Cat6 data lines from dimming rack to new house lights.
- Install and wire (16) total ColorSource Spot V lights.
- Install and wire (14) total ColorSource Fresnel V Max lights.
- Run new Cat6 data lines from dimming rack to new stage lights.
- Provide all clamps and rigging necessary for new lights.
- Install (1) new 7" Insite touchscreen on stage.
- Install (1) new CueStation Ultra button station at hallway entrance.
- Program and test all new lights.
- Provide submittal, close out documents, and training at project completion.

Your cost for this work, including all material and labor, will be **\$345,375.00**.

- ❖ **Existing lighting control board to remain.**
- ❖ **Stage to be broken down and removed by others prior to work starting and replaced by others after work is completed.**
- ❖ **All old lights to be left on site with city.**
- ❖ **New ceiling tiles by others and will require follow up quote if provided by Northeast.**
- ❖ **Overtime excluded.**
- ❖ **Auditorium to be empty and unused during renovation time period.**

Add Alt #1

We will:

- Upgrade house lights to color changing.

Your cost for this work, including all material and labor, will be an additional **\$64,110.00**.

This work can be done at any time and during normal business hours. Engineering and/or permit fees are not included in the quote.

If there are any questions regarding this proposal, or if we can be of assistance in any other way, please feel free to call.

Sincerely,

Adam Baldwin

Adam Baldwin
General Manager
Northeast Electrical Services LLC

Accepted by: _____

Date: _____ P.O. _____

We also have General Construction, Plumbing, Control and HVAC Departments to service all your needs.

402 Airport drive Williamstown, NJ 08094 Phone (856) 262-2305 Fax (856) 262-2307

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

RESOLUTION NO. 95-02-2026

**RESOLUTION AUTHORIZING THE ADOPTION OF THE 2026 CAPE MAY
COUNTY, NEW JERSEY HAZARD MITIGATION PLAN UPDATE**

WHEREAS, all jurisdictions within Cape May County have exposure to hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Cape May County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Cape May County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Cape May:

- 1) Adopts in its entirety, the 2026 Cape May County Hazard Mitigation Plan Update (the "Plan"), which is available at <https://www.capemaycountynjhmp.com/draft-plans/>, as the jurisdiction's Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.

- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

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 February 3, 2026.

Erin C. Burke, City Clerk

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

cc: OEM Coordinator

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

RESOLUTION NO. 96-02-2026

**RESOLUTION AMENDING THE PROTOTYPICAL DEFERRED COMPENSATION
PLAN AND APPROVING A SERVICE AGREEMENT**

WHEREAS, the City of Cape May, County of Cape May, State of New Jersey, adopted a Deferred Compensation Plan with Aetna Life Insurance and Annuity Company by Resolution 82-4-93 dated April 6, 1993, for City employees as part of its efforts to attract and retain qualified employees; and

WHEREAS, Section 457(b) of the Internal Revenue Code permits governmental employers to establish deferred compensation plans for eligible employees; and

WHEREAS, local governmental units in the State of New Jersey are authorized to establish deferred compensation plans pursuant to *N.J.S.A. 43:15B-1 et seq.* and *N.J.A.C. 5:37*; and

WHEREAS, the City of Cape May desires to adopt a Prototypical Deferred Compensation Plan in order to provide eligible employees with an opportunity to defer a portion of their compensation for retirement purposes; and

WHEREAS, the implementation of a Deferred Compensation Plan will serve the interests of the local governmental unit by enabling it to provide enhanced retirement security to its eligible employees; and

WHEREAS, there is no cost to the City of Cape May to adopt and implement a Deferred Compensation Plan;

WHEREAS, Aetna Life Insurance and Annuity Company were acquired by ING in 2000, and ING became part of Voya Financial in 2014;

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

1. The above recitals are incorporated as through set forth at length herein.
2. Pursuant to N.J.A.C. 5:37-5.2, the governing body hereby adopts a Prototypical Deferred Compensation Plan provided by contractor Voya Financial Advisors, Inc., Plan Identifier 19-PD-Voya-110419, for eligible employees of the City of Cape May.
3. Pursuant to N.J.A.C. 5:37-3.5, the City of Cape May is adopting a Prototypical Deferred Compensation Plan which is substantially similar to one on which a favorable Private Letter Ruling has previously been obtained from the federal Internal Revenue Service, except for provisions added by reason of the Small Business Job Protection Act of 1996 (United States Public Law No. 104-188) and the Economic Growth and Tax Relief

Reconciliation Act of 2001 (United States Public Law No. 107-16). All such provisions are stated in the Plan in terms substantially similar to the text of those provisions contained in Section 457 of the Internal Revenue Code. The use of such Private Letter Ruling is for guidance only, and it is acknowledged that for Internal Revenue Service purposes, the ruling of another employer is not to be considered precedent.

4. Pursuant to N.J.A.C. 5:37-5.4, the Chief Financial Officer or Deputy Chief Financial Officer or Deputy City Manager are hereby designated as the Local Plan Administrators for the administration of the Deferred Compensation Plan.
5. Pursuant to N.J.A.C. 5:37-7.1, In 1993, the governing body reviewed proposals submitted and met with responding companies. In 1993, Aetna Life Insurance and Annuity Company were selected. Aetna Life Insurance and Annuity Company were acquired by ING in 2000 and became part of Voya Financial in 2014.
6. Pursuant to N.J.A.C. 5:37-5.7 there has been no collusion, nor evidence or appearance of collusion, between any local official and any representative of the contractor in the selection of a contractor for the administration of a Service Agreement pursuant to *N.J.A.C. 5:37-5.7*.
7. The Chief Financial Officer for the City of Cape May is hereby authorized to execute a Service Agreement with Voya Financial Advisors, Inc., Service Agreement Identifier 19-SA-Voya-110419, and to submit all required documents to the Director of the Division of Local Government Services within the New Jersey Department of Community Affairs for approval.
8. This resolution shall take effect immediately upon adoption.

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 February 3, 2026.

Erin C. Burke, City Clerk

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

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

RESOLUTION NO. 97-02-2026

**RESOLUTION AWARDING BEACH CONCESSIONS
FOR THE YEARS 2026 THROUGH 2030**

WHEREAS, the City of Cape May periodically awards concessions for non-exclusive use of its beach areas to merchants and motel owners who service Cape May's tourist trade; and

WHEREAS, those concessions are awarded by public bid auction and have in the past been for a period of five years; and

WHEREAS, the current beach concession agreements expired on December 31, 2025; and

WHEREAS, the City has advertised the award of those concessions, for a term of five years from January 1, 2026 through December 31, 2030, and conducted a public auction on January 22, 2026, at which time it received bids for those concessions; and

WHEREAS, having reviewed those bids, and having received the advice of its manager, purchasing agent, and solicitor, the City is satisfied that the submitted bids are acceptable and the beach concessions can be awarded as set forth below,

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 following beach concessions are hereby awarded, each of which will be awarded to the highest bidder therefor:

PARCEL	ZONE TYPE	BID AMOUNT	SUCCESSFUL BIDDER
A	Regular	\$53,625.00	Steger's Beach Services
B-1	Hotel	\$30,131.25	Cape Management Co., LLC
B-2	Regular	28,305.00	Steger Beach Service, Inc.
C	Hotel	\$24,104.00	Cape Coachman Realty, LLC
D	Regular	\$9,030.00	Steger Beach Service, Inc.
E	Regular	\$11,440.00	Steger Beach Service, Inc.
F	Regular	\$9,637.00	Steger Beach Service, Inc.
G	Regular	\$18,672.50	Steger Beach Service, Inc.

H	Regular	\$15,067.50	Steger Beach Service, Inc.
I	Regular	n/a	No bid submitted
K	Hotel	\$24,105.00	Madison Cape May, LLC
L	Hotel	\$21,087.50	Ocean Club Hotel CM, LLC
M	Hotel	\$24,100.00	Adis, Inc.

3. Each successful bidder has posted a concession fee in the amount of 10% of its successful bid.

4. Each beach concessionaire shall execute a concession agreement, in the form attached hereto, with the City, and shall, during the term of the concession, abide by its provisions.

5. The appropriate City officers and employees are hereby authorized to take all steps necessary to consummate the award of these concessions and the execution of the concession agreements.

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 February 3, 2026.

Erin C. Burke, City Clerk

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

cc: CFO
Outside Operations Manager
Concessionaires
File

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT made and entered into this ____ day of _____, 20____, by and between the CITY OF CAPE MAY, a municipal corporation of the State of New Jersey, with offices located at 643 Washington Street, Cape May, New Jersey 08204 (the "City") and _____, with an address of _____ the (the "Concession Operator").

WITNESSETH:

WHEREAS, the City is the owner of certain real property designated as Parcel(s) __ on Exhibit A attached hereto, excluding any paved or decked area or any public buildings (the "Concession Area"), on which the Concession Area is designated as _____ (insert "Regular Zone Parcel" or a "Hotel Zone Parcel"); and

WHEREAS, the Concession Area is available for the operation of a beach service concession (the "Concession"); and

WHEREAS, the Concession Operator has submitted the highest responsive bid for this Concession Agreement in connection with the Concession Area at a public auction conducted by the City on January 22, 2026 and the Concession Operator and the City desire to enter into the Concession Agreement, upon the terms and conditions hereinafter set forth:

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

CONCESSION OPERATIONS

The City, for and in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the Concession Operator to be paid, kept, observed and performed, has agreed to permit Concession operations in the Concession Area, and by these presents does permit the Concession Operator to utilize the Concession Area for Concession operations, and the Concession Operator does hereby agree to operate its Concession in the Concession Area, upon and subject to the conditions and limitations hereinafter expressed.

TERM

The term of this Concession Agreement ("Term") shall be for five (5) consecutive Concession Seasons, as defined below, from 2026 through 2030 ("Concession Period"). Each concession season during the Term shall begin on May 1 and terminate on October 15 ("Concession Season").

CONCESSION FEE

In consideration of this Agreement, the Concession Operator covenants and agrees to pay to the City, without demand, an annual concession fee for each Concession Season ("Annual

TEMPLATE AGREEMENT

Concession Fee”), which shall be in the amount of \$_____ for the 2026 Concession Season with increases based on Exhibit D for each of the 2027-2030 Concession Seasons, for the total sum of \$_____ (“Total Concession Fee”), payable in the following manner:

Annual Concession Fee for 2026 Concession Season. (\$_____).

Ten percent (10%) (\$_____) with the Concession Operator’s bid for Concession Agreement, receipt of which is hereby acknowledged;

Twenty (20%) percent (\$_____) on or before July 1, 2026;

Twenty (20%) percent (\$_____) on or before July 15, 2026_;

Twenty (20%) percent (\$_____) on or before August 1, 2026_;

Twenty (20%) percent (\$_____) on or before August 15, 2026;

Ten percent (10%) (\$_____) on or before September 1, 2026;

Annual Concession Fee for 2027 Concession Season. (\$_____).

Twenty (20%) percent (\$_____) on or before July 1, 2027;

Twenty (20%) percent (\$_____) on or before July 15, 2027_;

Twenty (20%) percent (\$_____) on or before August 1, 2027_;

Twenty (20%) percent (\$_____) on or before August 15, 2027;

Twenty (20%) percent (\$_____) on or before September 1, 2027;

Annual Concession Fee for 2028 Concession Season. (\$_____).

Twenty (20%) percent (\$_____) on or before July 1, 2028;

Twenty (20%) percent (\$_____) on or before July 15, 2028_;

Twenty (20%) percent (\$_____) on or before August 1, 2028_;

Twenty (20%) percent (\$_____) on or before August 15, 2028;

Twenty (20%) percent (\$_____) on or before September 1, 2028;

Annual Concession Fee for 2029 Concession Season. (\$_____).

Twenty (20%) percent (\$_____) on or before July 1, 2029;

Twenty (20%) percent (\$_____) on or before July 15, 2029_;

Twenty (20%) percent (\$_____) on or before August 1, 2029_;

Twenty (20%) percent (\$_____) on or before August 15, 2029;

Twenty (20%) percent (\$_____) on or before September 1, 2029;

TEMPLATE AGREEMENT

Annual Concession Fee for 2030 Concession Season. (\$_____).

Twenty (20%) percent (\$_____) on or before July 1, 2030;

Twenty (20%) percent (\$_____) on or before July 15, 2030_;

Twenty (20%) percent (\$_____) on or before August 1, 2030_;

Twenty (20%) percent (\$_____) on or before August 15, 2030;

Twenty (20%) percent (\$_____) on or before September 1, 2030;

All Annual Concession Fees shall be payable without prior notice or demand, at the City's address as set forth above or at such other place, or to such other person, as the City may from time to time direct. The Annual and/or Total Concession Fees are also referred to collectively as the "Concession Fees".

The Annual Concession Fee for each Concession Season shall be allocated as follows:

Five (5%) percent of the Annual Concession Fee shall represent payment for the period of May 1 through the Friday immediately prior to Memorial Day weekend;

Ninety (90%) percent of the Annual Concession Fee shall represent payment for period of the Saturday of Memorial Day weekend through Labor Day;

Five (5%) percent of the Annual Concession Fee shall represent payment for the period of the day after Labor Day through October 15.

If any payment required by the Concession Operator under any of the terms hereof shall not be paid within five (5) days from the date it is due, the Concession Operator shall, without demand, pay a late charge to the City equal to five (5%) percent of the payment so due and such late charge shall be deemed additional fees for purposes of this Agreement.

No payment by the Concession Operator or receipt by the City of a lesser amount than any payment of Concession fees or additional fees or assessment herein stipulated shall be deemed to be other than on account of the earliest stipulated Concession fees or additional fees then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Concession Fees be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such Concession Fees or pursue any other remedy provided in this Agreement, at law or in equity.

All payments of sums deemed to be additional fees or assessment under this Agreement shall be payable at the time said additional fees accrue.

Notwithstanding anything herein to the contrary, there shall be no abatement, apportionment or suspension of the Concession Fees payable hereunder, except as is set forth in Section 11 below.

USE OF CONCESSION AREA

The Concession Area is strictly limited to the area delineated on Exhibit A and maps in Exhibit A-1, and a concession may not operate outside that area. The Concession Area may only be used for the purposes of renting beach chairs, umbrellas, tents, cabanas and other similar beach equipment, the rental of storage boxes, and for the sale of sunscreen products, water, soft drinks, snacks, and beach-related items such as buckets, and sand shovels, provided that no beverages or other products shall be served in glass bottles or other breakable or potentially dangerous materials. Concession Operators in Regular Zone Parcels shall be required to provide rental storage boxes as a condition to the Concession to be granted hereunder. The general public shall be permitted to sit within the designated concession area at will.

If the Concession Area is a Hotel Zone Parcel, in addition to all of the uses in the Paragraph 4(a), the Concession Operator shall be permitted to serve food and non-alcoholic beverages within the geographic area of the Concession Area that is designated as and for which the bid was awarded as a Hotel Zone Parcel and the Concession shall be subject to the following terms and conditions:

The Concession Operator shall be required to make beach services available to all members of the general public and is prohibited from utilizing its Concession solely for the purposes of accommodating particular hotel, motel or inn guests on an exclusive basis;

The Concession Operator shall be permitted to deliver food and non-alcoholic beverages to customers in the area of the Hotel Zone Parcel within the Concession Area; provided, however, that all such food and beverages items be served in covered disposable containers with disposable utensils and condiments, The Concession Operator must adhere to all provisions of Cape May City Ordinance 385-2019: Ordinance Amending Chapter 434 of the Municipal Code of the City of Cape May to add Restrictions on Plastic Packaging;

All such food and beverages shall be served from a fully licensed food establishment located within a three (3) block radius from the Hotel Zone Parcel;

The Concession Operator shall be prohibited from hawking or peddling any food or beverage items; and

The Concession Operator shall have the option but shall not be required to provide rental storage boxes.

The Concession Operator represents that it intends to use the Concession Area only and for no other purpose than as set forth in this Section 4.

The Concession Operator for Regular Zone parcels shall not be permitted to "pre-set" chairs or umbrellas, or to place chairs in the Concession Area in advance of a customer requesting a set-up. Chairs must be placed only as they are requested by a customer of the concession. The Concession Operator shall promptly remove chairs and equipment after the customer leaves the beach.

TEMPLATE AGREEMENT

The Concession Operator for Hotel Zone parcels shall be permitted to “pre-set” no more than two rows **not to exceed one-half of the width of the concession area** prior to 10:00 AM within the designated concession area **only**. All additional chairs and umbrellas shall be set on an as-needed basis. Chairs left unoccupied for more than one (1) hour shall be taken down and made available for another customer.

By April 1st annually, the Concession Operator shall provide the Outside Operations Manager with a certificate of insurance with endorsement naming the City as additionally insured (detailed in section 9 of this agreement) and a scaled diagram of the designated concession area, including the proposed location of all boxes; tents; cabanas; and concession stands. The layout of these items shall be subject to City approval.

The Concession Operator shall be required to strictly comply with the terms and conditions set forth in all applicable City ordinances including, without limitation, Chapter 158 and including any subsequent amendments to the City Code adopted by City Council during the term of this agreement. The Concession Operator shall also be required to comply with all applicable federal, state and local statutes, rules and regulations, as well as any agreements between the City and any other regulatory body or agency such as, without limitation, the City’s Beach Management Plan, as may be adopted and/or amended from time to time, and the Coastal Area Facilities Review Act (“CAFRA”) and any other applicable regulations of the New Jersey Department of Environmental Protection.

(h) The use by the Concession Operator of the Concession Area shall be on a non-exclusive basis and the Concession shall be operated in a non-discriminatory fashion. The Concession Area shall be returned to the City upon termination of each Concession Season in good order and condition and with all tents, cabanas, storage boxes and any other structures or personal property removed from the Concession Area

(i) The Concession Operator shall continuously use the Concession Area between the Saturday preceding Memorial Day and Labor Day of each Concession Season and will not use, permit or suffer the use of the Concession Area except as specifically permitted herein.

(j) The Concession Operator covenants and agrees that it will, at its own cost and expense:

Keep the Concession Area clean and will maintain the Concession Area in a clean, orderly and sanitary condition, free of trash, garbage, insects, rodents, vermin and other pests, or any other debris arising from or occasioned by Concession Operator's use of the Concession Area;

Not permit accumulations of any refuse, and will remove all trash and other dry refuse or cause all such trash and other dry refuse to be removed from the Concession Area. Concession operator must supply a sufficient number of garbage and recycling containers to maintain sanitary conditions of the beach. All garbage, food or other wet refuse shall be kept in odor-proof, rat-proof containers provided by the Concession Operator, located at the concession stand and shielded from the view of the general public until removed at the Concession Operator’s expense, and Concession Operator will not burn any refuse whatsoever;

TEMPLATE AGREEMENT

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

Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the boundaries of the Concession Area; and

Not cause or permit objectionable odors to emanate or be dispelled from the Concession Area.

(vi) Shall adjust the location of beach boxes and cabanas for the location of the City's ADA mats as directed by the Superintendent of Public Works and/or City Manager.

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

(l) The Concession Operator shall not be permitted to establish a base of operations which is less than one hundred fifty (150) feet from the eastern or western boundary line of its Concession Area except in those cases where the City has not awarded a Concession for a Parcel that abuts any such boundary line, for purposes of ensuring that no base of operation within a distance of three hundred (300) feet from the base of operations of another operator which is a party to a Concession Agreement with the City; provided, however, that if the Concession Area is less than three hundred (300) feet wide, the base of operations shall be at the midpoint.

(m) The City reserves the right to exercise its police powers over the Concession Area and to patrol same and bathing areas adjacent thereto and to use such safety measures and personnel as the City deems necessary to provide for the public's safety. Concession Operator shall, upon the City's request, remove and/or relocate Concession Operator's facilities, stands and tents should such removal be necessitated by any activity of the City, or when so directed by the Cape May City Manager or Director of Emergency Management in the event of an impending storm or other natural disaster.

(n) In the event the City finds it necessary to close all of the beaches including the Concession Area beach covered by this Agreement during the day when beaches would otherwise be open for bathing and guarded by the Beach Patrol pursuant to the annual Resolution

TEMPLATE AGREEMENT

of City Council, the Concession Operator shall be entitled to a credit against future Concession Fees in an amount equal to the pro-rata daily Concession Fee amount of the Concession Area or portion of parcel times the number of days the beach is closed. For the purpose of this section, the pro-rata daily Concession Fee amount shall be calculated pursuant to the allocation set forth in Paragraph 3(b) above. If such beach closing takes place after the Total Concession Fees have been remitted, Concession Operator shall be entitled to a refund in the amount set forth above instead of a credit upon submission of a duly executed claim and voucher to the City Manager. Said claim must be made in writing to the City Manager within five (5) days of any beach closing that restricts Concession Operator's operations. The City Manager shall rule on any such claims. This provision is intended to cover beach closings caused by circumstances within the control and jurisdiction of the City, but it shall not cover beach closings caused by weather, tides, or pollution or other natural circumstances that are not within the control and jurisdiction of the City.

(o) Beach Vehicles. The Concession Operator shall be entitled to receive a special permit for driving on the beaches for purposes of operating its Concession in accordance with the terms and conditions of this Agreement and subject to all other applicable state laws and City ordinances. In such case, vehicles shall only be permitted on the beaches for such purposes, shall only be permitted between the hours of 7 am and 9 am and between 5 pm and 8 pm, and shall only enter and exit at the designated locations. Parcels A through E shall use Third Avenue and Parcels F through I shall use the ramp at the east end of the Promenade. Access to utilize the Third Avenue entrance may be limited due to public safety reasons in the afternoon and shall be communicated to the Concession Operator. Vehicles shall be limited to a speed of 5 mph.

NEGATIVE COVENANTS OF CONCESSION OPERATOR

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

damage the Concession Area, or any part of the Concession Area;

bring into or permit to be kept upon the Concession Area any dangerous, explosive or obnoxious substances;

conduct themselves or permit their agents, servants, employees or invitees to conduct themselves in a manner that in the City's judgment reasonably exercised is improper or unsafe;

remove, attempt to remove or manifest any intention to remove Concession Operator's goods or property from the Concession Area other than in the ordinary course of business, and except for necessary repairs or replacement thereof;

vacate or abandon the Concession operations in the Concession Area during normal business hours between the Saturday preceding Memorial Day through Labor Day, weather permitting;

obstruct the streets, sidewalks or other common areas of the Concession Area and surrounding area, or make use thereof for any other purpose than for ingress and egress;

TEMPLATE AGREEMENT

use and water apparatus for any purposes other than those for which it was constructed;

keep animals or birds on the Concession Area;

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

mark or defile any part of the Concession Area;

use business machines and mechanical equipment that cause vibration or noise, which may be transmitted to any space beyond the boundaries of the Concession Area. Vibrating machines and equipment shall be placed and maintained by Concession Operator, at its sole cost and expense, in settings of cork, rubber, or spring type vibration eliminators sufficient to absorb and prevent such vibration or noise;

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

violate any rules or regulations of the City now or hereafter in effect; or

violate any other applicable laws, rules, regulations, or ordinances now or hereafter in effect.

MAINTENANCE AND REPAIRS

The Concession Operator hereby acknowledges that it has examined the Concession Area and agrees to accept the Concession Area in its current "as is" condition, and enters into this Agreement without any representation on the part of the City as to the condition thereof. The Concession Operator shall maintain the Concession Area in a clean and sanitary condition, free from trash, flammable or hazardous material and other objectionable matters, and shall not encumber nor obstruct sidewalks, parking areas, stairs or other areas surrounding the Concession Area, or any other portion thereof. If the Concession Operator refuses or neglects to keep the Concession Area in the condition set forth above, after written notice from the City of the need therefore, the City may, without any obligation to do so, keep the Concession Area in the condition set forth above at the expense of Concession Operator and such expense shall be collectible as additional fees. Any such maintenance, repairs and any labor performed or materials furnished in, on or about the Concession Area shall be performed and furnished by the Concession Operator in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Concession Area, the requirements of any board of underwriters having jurisdiction thereof, as well as any reasonable regulations imposed by the City pertaining thereto.

TEMPLATE AGREEMENT

The City shall not be liable by reason of any injury to, or interference with, the Concession Operator's business arising from the making of any necessary maintenance, repairs, alterations, additions or improvements on the Concession Area or the surrounding area.

ALTERATIONS AND IMPROVEMENTS

No alterations, additions or improvements shall be made to the Concession Area except in strict compliance with this Agreement as well as Section 158-13 of the City Code, as may be amended from time to time. If any such alterations, improvements or additions made by the Concession Operator shall remain upon the Concession Area at the expiration any applicable Concession Season, they shall become the property of the City, unless the City, in its sole and absolute discretion, provides written notice to Concession Operator to remove the same, in which case, the Concession Operator shall do so and restore the Concession Area to the same good order and condition in which they were at the Commencement Date.

COMPLIANCE WITH LAWS

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

INSURANCE

The Concession Operator shall obtain and keep in full force and effect at all times during the term of this Agreement, at its own cost and expense, for the mutual benefit of the City and the Concession Operator: (i) comprehensive general liability insurance, with limit coverage to afford protection in an amount not less than Two Million (\$2,000,000) Dollars combined single limit for injury or death to any one or more persons, or such greater amount in each case as the City shall reasonably request from time to time, protecting the City as an additional insured against any and all claims for personal injury, death or property damage occurring upon, adjacent to or in any way connected with the Concession operations or any part thereof; and (ii) worker's compensation insurance as required by law. No such policy or policies shall have a deductible greater than Two Thousand Five Hundred (\$2,500.00) Dollars.

All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey and acceptable to the City. All policies procured by the Concession Operator shall be issued in the names and for the benefit of the City and the Concession Operator, as their respective interests may appear. The Concession Operator shall procure, maintain, and place such insurance and pay all premiums and charges therefore and upon failure to do so as herein provided, the City may, but shall not be obligated to, procure, maintain and place such insurance and pay all premiums and charges thereof, and in such event the Concession Operator agrees to pay the amount therefore to the City on demand and such sum shall be in each instance collectible as additional fees within

TEMPLATE AGREEMENT

five (5) days of the City's demand therefore. The Concession Operator shall provide to the City, upon request, copies of certificates of insurance evidencing the coverage required hereunder. The Concession Operator shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days' prior written notice to the City, and that there will be no right of subrogation against the City. The originals of all such insurance policies shall have been delivered to the City not later than five (5) days prior to the Commencement Date.

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

the use and occupancy of the Concession Area by the Concession Operator, its agents, employees and invitees;

any failure by the Concession Operator to perform any of the terms or conditions of this Agreement required to be performed by the Concession Operator;

any failure by the Concession Operator to comply with any statutes, regulations, ordinances or orders of any governmental authority; or

any and all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against the City by reason of any such claim. The Concession Operator, upon notice from the City, covenants to indemnify or defend such action or proceeding by legal counsel reasonably satisfactory to the City.

ASSIGNMENT

The Concession Operator shall not assign, create a security interest in, pledge or encumber this Agreement, in whole or in part, or permit the use of the whole or any part thereof by any licensee or concessionaire without the prior written consent of the City, which shall not be unreasonably withheld; provided, however, that as a condition of such assignment, The Concession Operator shall guarantee the performance by such assignee in form and content satisfactory to the City; and provided, further, that such assignment shall not relieve the undersigned Concession Operator from full and complete performance of, and liability under, this Agreement. For purposes of this Paragraph, if the Concession Operator is a corporation, partnership, or limited liability company, a transfer on any one or more occasions aggregating fifty (50%) percent or more of any class of stock or other interest in the Concession Operator shall constitute an assignment of this Agreement.

CASUALTY

The rights and obligations of the Concession Operator shall continue at all times during the Term notwithstanding any changes to the Concession Area by reason of accretion, erosion or avulsion of the beach areas, or by reason of any weather conditions which make it difficult or in some cases impossible to operate the Concession for any period of time during the Term. Notwithstanding the above, in the event any such adverse conditions continue beyond the end of

TEMPLATE AGREEMENT

one Concession Season and into the following Concession Season with no action to restore the Concession Area to a condition that would enable the Concession to be operated in accordance with this Agreement, the Concession Operator shall have the right to cancel this Agreement as to the affected Parcel only by proving the City with written notice on or before May 1 of such Concession Season.

REMEDIES UPON DEFAULT

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

The failure of the Concession Operator to operate Concessions located in the Concession Area continually from the beginning of Memorial Day weekend through Labor Day, weather permitting;

A failure by the Concession Operator to pay, when due, any installment of Concession Fees or additional fees hereunder or any such other sum herein required to be paid by the Concession Operator where such failure continues for ten (10) days after the same is due;

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

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

A failure of the Concession Operator to comply with any of the terms and provisions of this Agreement; or

The making by the Concession Operator of any misrepresentation or material omission in the execution of this Agreement, in the completion of the Bidder Information form or otherwise.

TEMPLATE AGREEMENT

Upon the occurrence of any Event of Default:

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

The City may accelerate all Concession Fees and additional fees and other sums due or to become due for the balance of the Term and declare the same to be immediately due and payable;

The City, at its option, may serve notice upon the Concession Operator that this Agreement and the then unexpired Concession Period hereof shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) days after the date of such notice, without any right on the part of the Concession Operator to effectuate a cure thereof by payment of any sum due or by the performance of any term or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Agreement and the term hereof, as well as the right, title and interest of the Concession Operator hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to the Concession Operator's liability) as if the date fixed in such notice were the date herein granted for expiration of the Concession Period. Thereupon, the Concession Operator shall immediately quit and cease all Concession operations in the Concession Area, and the City may enter into and operate Concessions in the Concession Area by summary proceedings or otherwise and remove, at the City's option, any property thereon without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Agreement shall relieve the Concession Operator of its liability and obligations under this Agreement, whether or not the Concession Area shall be utilized by another concession operator;

The City may, at any time after the occurrence of any event of default, utilize the Concession Area and operate Concessions in its own name, as agent for the Concession Operator if this Agreement not be terminated, or in its own behalf if this Agreement be terminated, to permit a replacement concession operator to utilize all or any part of the Concession Area for and upon such terms and to such persons and for such period or periods as the City, in its sole discretion, shall determine, including the term beyond the termination of this Agreement; and the City shall not be required to accept any substitute or replacement concession operator offered by the Concession Operator or observe any instruction given by the Concession Operator about such replacement. For the purpose of such replacement, the City may reasonably make repairs, changes, alterations or additions in or to the Concession Area to the extent deemed by the City desirable or convenient; and the cost of such reasonable repairs, changes, alterations or additions shall be charged to and be payable by the Concession Operator as additional fees hereunder, as well as any reasonable brokerage and attorney fees expended by the City; and any sums collected by the City from any new concession operator obtained on account of the concession operator shall be credited against the balance of the fees due hereunder as aforesaid. The Concession Operator shall pay to the City on the days when the Concession fees would have been payable under this Agreement,

TEMPLATE AGREEMENT

the amount due hereunder less the amount obtained by the City from such new concession operator;

The City shall have the right of injunction, in the event of a breach or threatened breach by the Concession Operator of any of the terms and conditions hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to the City in this Agreement are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the City, shall be deemed to be in exclusion of any of the others; and/or

In the event of any breach by the Concession Operator hereunder, which breach is not cured within the periods of time permitted therefor under this Agreement, the City shall have the right to exclude the Concession Operator from the Concession Area, and to discontinue all or part of the services and facilities provided to the Concession Operator under this Agreement or otherwise, which action shall not be deemed an eviction. Such action may be taken without prior notice to the Concession Operator, and the Concession Operator hereby releases the City from any liability for any damages sustained by the Concession Operator or its property as a result of the same.

SIGNS

The Concession Operator shall not, without the prior written consent of the City, which may be withheld in its sole and absolute discretion, paint, place or erect any sign on the Concession Area. The Concession Operator shall provide the City with a rendering of all the Concession Operator's proposed signage relative to the Concession Area prior to installation, which rendering must indicate color, dimensions, materials, description, and location on the Concession Area. Failure to comply herewith may, at the City's option, cause the City to remove the Concession Operator's unauthorized signage at Concession Operator's expense, which shall be deemed additional fees. The Concession Operator's signage shall be installed at the Concession Operator's expense and shall be subject to all local and governmental approvals. The Concession Operator shall post a sign showing the location and limits of the Concession Area as shown in Exhibit A-1 and Hotel Zone Concession Area shall have a sign no smaller than 18"x18" posting that the chairs and umbrellas are available to rent to the public along with the fee.

SURRENDER

At the end of the each Concession Season, the Concession Operator shall cease Concession operations in the Concession Area. If the Concession Operator is not then in default under any of the terms hereof, the Concession Operator shall have the right at the end of the Concession Period to remove any equipment, furniture, trade fixtures or other personal property placed upon the Concession Area by the Concession Operator, provided that the Concession Operator promptly repairs any damage to the Concession Area caused by such removal. Concession Operator shall repair all damage to the Concession Area caused by such removal and restore the Concession Area to the condition in which they were prior to the installation of the items so removed. The Concession Operator shall surrender the concession operation in the Concession Area to the City at the end of each Concession Season, without notice of any kind, and the Concession Operator waives all right to any such notice as may be provided under any laws now or hereafter in effect.

TEMPLATE AGREEMENT

If the Concession Operator shall fail to remove any of this equipment, furniture, trade fixtures or other personal property, the City may keep same as abandoned property, or dispose of same and charge the Concession Operator for the cost of disposal, or remove and store the same at the expense of Concession Operator or sell the same on behalf of the Concession Operator at public or private sale in such manner as is commercially reasonable with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed hereunder by the Concession Operator.

CITY AND PUBLIC ACCESS

The rights granted to the Concession Operator to the Concession Area are subject at all times to the rights of the public to use the bathing beaches that are part of the Concession Area, and the Concession Operator's rights are only for purposes of operating the Concessions and to maintain all of its equipment within the Concession Area for such purposes. Nothing herein conveys to the Concession Operator any leasehold right or license to utilize all or any part of the Concession Area except that the public shall not be entitled to use those areas in which the Concession Operator has its equipment set up for rent or hire without paying the Concession Operator its posted charges, which shall be set on a uniform and non-discriminatory basis so that the general public has the same rights to use such amenities as would hotel guests in a Hotel Zone Parcel. The City, its employees and agents shall have the right to enter the Concession Area at all reasonable times for the purpose of examining or inspecting the same, and making such alterations, repairs, improvements or additions to the Concession Area as the City may deem necessary or desirable.

NOTICES

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

If intended for Concession Operator, addressed to the Concession Operator at the address hereinabove set forth, to the attention of:

If intended for the City, addressed to The City at the address hereinabove set forth, to the attention of:

Outside Operations Manager
City of Cape May
643 Washington Street
Cape May, NJ 08204

with a copy to:

City Manager
City of Cape May

TEMPLATE AGREEMENT

643 Washington Street
Cape May, NJ 08204

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

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

NEW JERSEY LAW, CAPE MAY COUNTY COURTS

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

WAIVER OF JURY TRIAL

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

ENTIRE AGREEMENT

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

20. PARAGRAPH HEADINGS / EXHIBITS

All references in this Agreement to numbered Articles and Sections and to lettered Exhibits are references to the Articles and Sections of this Agreement and the Exhibits annexed to and made a part of this Agreement, unless expressly otherwise designated in context. The titles to paragraphs of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.

INVALIDITY / WAIVERS / CONSTRUCTION

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

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

AFFIRMATIVE ACTION

During the performance of this Agreement, the Concession Operator agrees as follows:

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

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

The Concession Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or worker's representative of the Concession Operator's commitments under this action and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.

PERSONAL GUARANTY

In the event the Concession Operator is any entity other than a natural person (ex. corporation, limited liability company), the Concession Operator's performance pursuant to this Lease is guaranteed by all shareholders, members and other individuals having an ownership interest in said entity (the "Guarantors"). The Guarantors acknowledge they will receive a direct

TEMPLATE AGREEMENT

benefit from the City's grant of this Concession to the Concession Operator and offer their unconditional guarantee of all obligations of the Concession Operator pursuant the this Agreement as additional consideration for City's execution of this Agreement. Guarantors' obligations shall not be diminished or otherwise altered by the bankruptcy or insolvency of the Concession Operator. Guarantors acknowledge that they have had an opportunity to consult with independent legal counsel regarding the guarantee granted herein.

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

ATTEST:

CITY OF CAPE MAY

Erin C. Burke, City Clerk

BY: _____

Zachary Mullock, Mayor

ATTEST:

BY: _____

Concession Operator

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

RESOLUTION NO. 98-02-2026

RESOLUTION FOR TRANSFERS OF APPROPRIATIONS – 2025 BUDGET

BE IT RESOLVED by the City Council of the City of Cape May, pursuant to N.J.S.A. 40A:4-59, that the following listed amounts be transferred from the appropriations deemed to be in excess, to such appropriations as are deemed to be insufficient:

CURRENT FUND - FUND 01

FROM:	5-01-43-490-200	Court	OE	\$	15,000.00
	5-01-25-266-200	Fire Safety	OE	\$	3,500.00
	5-01-26-306-200	Landfill	OE	\$	4,000.00
	5-01-20-155-200	Legal	OE	\$	41,749.00
				\$	64,249.00

TO:	5-01-20-175-200	HPC	OE	\$	2,000.00
		Buildings &			
	5-01-26-310-200	Grounds	OE	\$	48,249.00
	5-01-28-370-200	Civic Affairs	OE	\$	1,000.00
	5-01-36-471-300	PERS	OE	\$	5,000.00
	5-01-36-477-399	DCRP	OE	\$	7,000.00
	5-01-25-240-200	Police	OE	\$	1,000.00
				\$	64,249.00

TOURISM UTILITY FUND - FUND 20

FROM:	5-20-29-200-200	Recreation	OE	\$	200.00
				\$	200.00

TO:	5-20-28-370-200	Tourism & Marketing	OE	\$	200.00
				\$	200.00

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 February 3, 2026.

Erin C. Burke, City Clerk

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

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

RESOLUTION NO. 99-02-2026

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO CONTRACT FOR
ALTERATIONS AND ADDITIONS TO CAPE MAY BEACH PATROL STATION**

WHEREAS, pursuant to Resolution No. 326-11-2025 and after public bidding, the City Council authorized an award of contract to Marino General Construction Inc. for the Cape May Beach Patrol Addition and Alterations project; and

WHEREAS, on January 28, 2026, the contractor proposed a change order to address additional items and requested upgrades totaling \$27,736.70 pursuant to the Change Order #1 attached EXHIBIT A and incorporated herein by reference; and

WHEREAS, the City's Project Architect has reviewed and concurred with the proposed change orders in scope and amount; and

WHEREAS, City Council has determined that the proposed change orders and reasonable and necessary for completion of this important public project; and

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

1. The averments of the preamble are hereby incorporated.

2. City Council hereby authorizes the Change Order to the contract for the Cape May Beach Patrol Addition and Alterations project with Marino General Construction Inc. in accordance with the terms and conditions of the contract specifications, and in accordance with EXHIBIT A attached hereto and incorporated herein by reference. The Contract shall be amended as follows:

Original Award Amount:	\$1,168,645.00
Net Change by previous Change Orders:	\$ 0
Current Change Order (2.37%):	\$ 27,736.70
Total Contract including Change Order(s):	\$1,196,381.70

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

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

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on February 3, 2026.

Erin C. Burke, City Clerk

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

Resolution: 99-02-2026
Change Order No.1 – Beach Patrol Station
Amount: \$27,736.70

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the B-08-55-925-101 account, to satisfy any and all obligations regarding the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.



Lauren Read, CFO/Treasurer



AIA Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Cape May Beach Patrol Station 238 Beach Avenue Cape May, NJ 08204	CONTRACT INFORMATION: Contract For: Alterations and Additions to Beach Patrol Station Date: 01-28-2026	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 01-28-2026
OWNER: <i>(Name and address)</i> City of Cape May 643 Washington Street Cape May, NJ 08204	ARCHITECT: <i>(Name and address)</i> Robbie Conley Architect, LLC 596 Glassboro Road Woodbury Heights, NJ 08097	CONTRACTOR: <i>(Name and address)</i> Marino General Construction Inc 989 South Main Street Williamstown, NJ 08094

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Removal (Only) of existing solar panels from the roof: COST: \$10,735.91

Replace existing floor drain that were installed in tile floor – lower for new epoxy – COST: \$750.00

Replace 2 urinals and flush valves. COST: \$1,900.00

Relocate ice maker to first aid room- new water and open gap drain. COST: \$1,650.00

Install 6 – 3.5" Dia. Helical pilings to support front addition due to the existing condition of the timber pilings- this was an unknown condition and not visible until demolition was able to expose the timber piling condition, \$11,380.00.

5%OH/P: \$1,320.79

Total: \$27,736.70

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$	1,168,645.00
\$	0.00
\$	1,168,645.00
\$	27,736.70
\$	1,196,381.70

The Contract Time will be unchanged by () days.
The new date of Substantial Completion will be 04-17-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT *(Signature)*

BY: R. J. Conley AIA, P.P.
(Printed name, title, and license number if required)

1/30/2026
Date


CONTRACTOR *(Signature)*

BY: Joseph Marino III,
President/Owner
(Printed name and title)

1/29/26
Date

OWNER *(Signature)*

BY: Zachary M. Mullock, Mayor
(Printed name and title)

Date

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

RESOLUTION NO. 100-02-2026

RESOLUTION FOR THE PAYMENT OF BILLS

BE IT RESOLVED by the City Council of the City of Cape May, that the following bills, approved for payment by the City Manager, be paid and that the Chief Financial Officer/Treasurer of the City of Cape May, is hereby authorized to draw orders for the amounts of same, as shown on bill list updated on January 30, 2026 for the amount of: \$1,028,397.2

Current Fund Appropriations	\$451,717.25
Water/Sewer Utility Operating Fund	\$392,815.08
Tourism Utility Fund	\$59,692.80
General Capital Improvements	\$6,200.56
Water/Sewer Capital Improvements	\$100,664.94
Escrow Special Account	\$0.00
Trust Fund	\$0.00
Grant Fund	\$0.00
Beach Utility Fund Appropriations	\$17,306.61
Beach Utility Capital Improvements	
	<hr/>
	\$ 1,028,397.24

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 February 3, 2026.

Erin C. Burke, City Clerk

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

January 30, 2026
09:34 AM

City of Cape May
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00054	CMC LEAGUE OF MUNICIPALITIES								
		26-00123	01/20/26	2026 LUNCHEON DUES	Open	700.00	0.00		
00060	CMC CHAMBER OF COMMERCE								
		26-00178	01/24/26	2026 Calendar of events	Open	1,250.00	0.00		
00077	ATLANTIC CITY ELECTRIC								
		26-00192	01/27/26	JANUARY ELECTRIC CHARGES	Open	15,615.07	0.00		
		26-00193	01/27/26	JANUARY ELECTRIC CHARGES	Open	25,439.96	0.00		
		26-00194	01/27/26	JANUARY ELECTRIC CHARGES	Open	2,510.15	0.00		
		26-00195	01/27/26	JANUARY ELECTRIC CHARGES	Open	52,500.76	0.00		
		26-00196	01/27/26	JANUARY ELECTRIC CHARGES	Open	264.08	0.00		
		26-00210	01/28/26	JANUARY ELECTRIC CHARGES	Open	702.65	0.00		
						97,032.67			
00085	V. E. RALPH & SON, INC								
		26-00127	01/20/26	Cardiac Pads for AED Units PD	Open	831.60	0.00		
00092	VERIZON WIRELESS								
		26-00121	01/16/26	WIRELESS BILL 542308248-00001	Open	2,681.89	0.00		
00174	MUNICIPAL CLERKS ASSOC OF CMC								
		26-00182	01/24/26	CMC Clerks Assoc Dues 2026	Open	400.00	0.00		
00182	MENDO, JOSEPH								
		26-00129	01/20/26	SJWPA Membership Renewal	Open	275.00	0.00		
00187	REMINGTON, VERNICK & WALBERG								
		25-02906	12/07/25	COLUMBIA/MADISON WATER TANK	Open	9,840.00	0.00		B
00341	MGL FORMS-SYSTEMS, LLC								
		26-00172	01/23/26	EYO - 1099 FORMS & ENVELOPES	Open	560.50	0.00		
00358	VERIZON								
		26-00164	01/21/26	ACCT# 658-078-487-0001-93	Open	2,301.24	0.00		
		26-00165	01/21/26	ACCT# 250-747-564-0001-26	Open	126.88	0.00		
		26-00166	01/21/26	ACCT# 358-077-238-0001-41	Open	3,526.77	0.00		
						5,954.89			
00361	MARSH & MCLENNAN AGENCY, LLC								
		26-00187	01/24/26	ACCIDENT POLICY	Open	984.00	0.00		
00369	TREASURER STATE OF NJ								
		26-00131	01/20/26	4th QTR MARRIAGE FEES	Open	350.00	0.00		
00386	MAJESTIC OIL CO., INC								
		26-00099	01/14/26	NOV & DEC 2025 MOTOR FUEL	Open	21,343.50	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00451	SOUTH JERSEY GAS CO	26-00169	01/23/26	GAS BILLING 12/10/25-1/14/26	Open	18,368.41	0.00		
00457	SHOPRITE MARKETS	26-00168	01/23/26	PRE STORM PREPAREDNESS	Open	373.12	0.00		
00462	SWAIN'S/ACE HARDWARE INC	26-00029	01/08/26	Parts/Supplies WS&RO	Open	4,441.26	0.00		
		26-00138	01/20/26	OCTOBER 2025 B&G INVOICES	Open	4,914.66	0.00		
		26-00202	01/27/26	3RD Q MISC HARDWARE PURCHASES	Open	150.61	0.00		
						9,506.53			
00519	CAPE MAY COUNTY HERALD	26-00177	01/24/26	2026 wedding advertising	Open	1,575.00	0.00		
		26-00186	01/24/26	Herald Invoices - 1/20/26	Open	334.00	0.00		
						1,909.00			
00593	SOUTHERN SHORE REGIONAL DMO	26-00107	01/16/26	Nj Southern Shore membership	Open	75.00	0.00		
00742	CORE & MAIN	25-02158	09/11/25	Meters and setters capital	Open	21,283.60	0.00		
		25-02850	11/30/25	Brass parts restock	Open	16,069.00	0.00		
						37,352.60			
00750	CAPRIONI PORTABLE TOILETS INC	26-00149	01/20/26	HANDICAP LAFAYETTE ST PARK	Open	155.00	0.00		
00878	FLYING FISH STUDIO	26-00114	01/16/26	ROLLER SKATING T SHIRTS	Open	985.40	0.00		
00957	ACE PLUMBING & ELECTRICAL SUPP	26-00133	01/20/26	NOVEMBER 2025 INVOICE	Open	124.51	0.00		
01093	MARK I INDUSTRIES/TMU CO INC	26-00141	01/20/26	Swing Nuts Cart Filter housing	Open	80.00	0.00		
01237	THOMSON WEST	26-00118	01/16/26	Clear payment for Det Div.	Open	393.72	0.00		
01252	SORENSEN, MICHAEL ESQ	26-00050	01/09/26	MUNICIPAL PUBLIC DEFENDER	Open	625.00	0.00		B
01357	RUTGERS, CONTINUING	25-02818	11/25/25		Open	30.00	0.00		
01536	DELL MARKETING L.P.	26-00113	01/16/26	NEW LAPTOPS AND DESKTOP FOR CH	Open	3,996.04	0.00		
01764	TREASURER - STATE OF NJ 417	26-00032	01/08/26	NJDEP wetlands permit	Open	1,100.00	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01811	SURRAN'S NURSERIES, LLC	25-03023	12/30/25	Trees	Open	3,040.00	0.00		
01888	ACMJIF	26-00214	01/28/26	1ST Q 2026 ACM/JIF ASSESSMENT	Open	225,414.00	0.00		
02050	CMC PUBLIC WORKS ASSOCIATION	26-00167	01/23/26	2026 SHARED SERVICES AGREEMENT	Open	3,182.70	0.00		
02389	GENTILINI FORD, LLC	26-00144	01/20/26	NOV 2025 FORD	Open	496.13	0.00		
03076	S A R AUTOMOTIVE EQUIPMENT	26-00158	01/20/26	DEC 2025 LIFT LABOR	Open	350.00	0.00		
03242	AMBASSADOR MEDICAL SERVICES	26-00155	01/20/26	DEC 2025 DRUG TESTING	Open	376.00	0.00		
03471	KEEN COMPRESSED GAS CO INC	26-00154	01/20/26	NOV 2025 CYLINERS	Open	44.40	0.00		
03639	VECTOR SECURITY, INC	26-00135	01/20/26	OCT & DEC 2025 INVOICES	Open	183.98	0.00		
		26-00146	01/20/26	DEC 2025 INVOICES	Open	<u>863.02</u>	0.00		
						1,047.00			
03675	HOME DEPOT	26-00030	01/08/26	Grease gun combo tool	Open	299.00	0.00		
03893	COMCAST	26-00211	01/28/26	ACCT# 8499 05 006 0072275	Open	287.91	0.00		
		26-00212	01/28/26	ACCT# 8499 05 007 0020686	Open	<u>1,360.08</u>	0.00		
						1,647.99			
03985	RICOH USA, INC.	26-00170	01/23/26	COPIER SERVICES CONV HALL	Open	614.00	0.00		
		26-00171	01/23/26	COPIER SERVICES 1/3/26-02/2/26	Open	185.90	0.00		
		26-00173	01/23/26	IM7000 CLERK 1/5/26-2/4/26	Open	700.08	0.00		
		26-00174	01/23/26	COPIER SERVICE 1/3-2/2/26 SUB	Open	54.96	0.00		
		26-00175	01/23/26	COPIER SERVICE 2/2-3/1/26 PD	Open	<u>303.61</u>	0.00		
						1,858.55			
04335	BILLY BOB'S CAR WASH/DETAIL	26-00206	01/27/26	Patrol Car Vehicle wash x 4	Open	28.00	0.00		
04398	NJ STATE TREASURER	26-00207	01/27/26	D LINDHOLM CTC LIC RENEW/UPGRD	Open	50.00	0.00		
04537	W.B. MASON COMPANY, INC.	26-00063	01/09/26	OFFICE SUPPLIES	Open	156.46	0.00		
		26-00068	01/09/26	Tax office Supplies	Open	<u>98.46</u>	0.00		
						254.92			

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04637	BLAUER ASSOCIATES, INC	26-00162	01/20/26	DCA#24-1218 TENNIS CLUB PHASE1	Open	800.00	0.00		
05075	SERVICE TIRE TRUCK CENTER	26-00151	01/20/26	FLAT TIRE REPAIR	Open	47.00	0.00		
05191	ENCORE dba FRANKLIN ALARM CO	25-02354	10/06/25	BURGLAR ALARM SYS WELCOME CNTR	Open	5,400.56	0.00		
05202	ONE CALL CONCEPTS, INC.	26-00033	01/08/26	Markouts Sep Oct Nov	Open	1,584.60	0.00		
05333	COLONIAL ELECTRIC	25-02843	11/30/25	well 8 conduit and wire parts	Open	1,424.59	0.00		
06126	FALASCA MECHANICAL INC	26-00130	01/20/26	NOVEMBER 2025 INVOICES VARIOUS	Open	9,948.02	0.00		
06174	UNITED UNIFORMS	25-02553	10/27/25	Tax Office Attire	Open	326.00	0.00		
06744	KIMBALL MIDWEST	26-00152	01/20/26	DEC 2025 TAP BOLT	Open	256.88	0.00		
07119	EVOQUA WATER TECHNOLOGIES LLC	25-02278	09/26/25	Membrane installation	Open	30,500.00	0.00		
07261	AMERICAN BANKERS INS. CO.	26-00132	01/20/26	FLOOD INSURANCE	Open	2,357.00	0.00		
07459	AQUA-TREAT, INC	26-00157	01/20/26	DEC 2025 MONTHLY TREATMENT	Open	200.00	0.00		
07626	THE KNOT WORLDWIDE, INC.	26-00106	01/16/26	the knot qtrly advertising	Open	4,495.86	0.00		
07906	BARBER CONSULTING SERVICES	26-00117	01/16/26	CMPD Backup Cloud Storage	Open	1,200.00	0.00		
		26-00134	01/20/26	THREATDOWN LICENSES	Open	128.97	0.00		
						1,328.97			
07995	GARDEN STATE LABORATORIES, INC	26-00128	01/20/26	Lab Services November 2025	Open	2,060.00	0.00		
08492	RICHARD BAGGETT JR	26-00031	01/08/26	License fee and test fee	Open	157.65	0.00		
08506	GILLIN-SWARTZ LAW LLC	26-00197	01/27/26	HPC SOLICITOR OCTOBER 2025	Open	2,035.00	0.00		
		26-00198	01/27/26	HPC SOLICITOR NOV 2025	Open	1,387.50	0.00		
		26-00199	01/27/26	HPC SOLICITOR DEC 2025	Open	2,109.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08506	GILLIN-SWARTZ LAW LLC				Continued				
	26-00201	01/27/26	CITY SOLICITOR - 2026-01	Open		<u>19,332.50</u>	0.00		
						24,864.00			
08592	BROWN & CONNERY, LLP								
	25-01877	08/11/25	Monthly Billing - NOVEMBER 25	Open		1,534.44	0.00		B
08811	CME ASSOCIATES, INC								
	25-02867	12/03/25	ENGINEER-PHASE1 WTR TRMNT PLNT	Open		2,695.75	0.00		B
08837	BOBCAT OF VINELAND								
	26-00147	01/20/26	DEC 2025 INVOICE	Open		86.35	0.00		
08858	AMAZON CAPITAL SALES, INC.								
	25-03040	12/30/25	Training Room & Nat. Night Out	Open		679.63	0.00		
	26-00108	01/16/26	skating supplies/concessions	Open		700.78	0.00		
	26-00109	01/16/26	xlr cords	Open		100.85	0.00		
	26-00110	01/16/26	Convention Hall items	Open		<u>69.78</u>	0.00		
						1,551.04			
08930	NJWEA								
	26-00140	01/20/26	Vendors Day Training NJWEA	Open		60.00	0.00		
08961	JONNY HIRSCH MUSIC LLC								
	26-00180	01/24/26	Welcome summer concert deposit	Open		2,000.00	0.00		
08997	LOWER TOWNSHIP MUA								
	26-00126	01/20/26	Interconnect usage	Open		8,600.00	0.00		
09232	ANIMAL CONTROL OF SOUTH JERSEY								
	26-00116	01/16/26	2026 Animal Control Services	Open		1,000.00	0.00		
09372	SUNBELT RENTALS, INC								
	26-00148	01/20/26	DEC 2025 RENTALS	Open		275.40	0.00		
09384	CINTAS CORPORATION NO.2								
	26-00111	01/16/26	Conv Hall kit refill jan 2026	Open		108.14	0.00		
	26-00156	01/20/26	DPW SAFETY CABINET	Open		<u>98.59</u>	0.00		
						206.73			
09405	KURITA								
	25-02591	11/06/25	4 drums Vitec 4000	Open		7,600.00	0.00		
	25-03003	12/24/25	4 drums Vitec 4000	Open		<u>7,600.00</u>	0.00		
						15,200.00			
09464	ENTERPRISE FM TRUST								
	26-00213	01/28/26	LEASE CHARGES INV FBN5518299	Open		22,833.40	0.00		
09506	HARN RO SYSTEMS, INC.								
	25-02484	10/22/25	RO Plt parts for membr Install	Open		18,852.00	0.00		
09525	DOCUTREND INC								
	26-00189	01/25/26	CONTRACT CWCT6569-01	Open		2,456.22	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09546	BLUE WAVE EXPRESS CAR WASH LLC	26-00115	01/16/26	Blue Wave Patrol Car Washes	Open	517.00	0.00		
09615	HEALTH INSURANCE SOLUTIONS INC	26-00183	01/24/26	Post 65 retiree-medical+rx	Open	33,355.08	0.00		
09740	PORTER LEE CORPORATION	26-00119	01/16/26	Beast Software for Evidence	Open	675.00	0.00		
09750	GEESE CHASERS SJ LLC	26-00136	01/20/26	DEC 2025 GOOSE CONTROL	Open	1,099.00	0.00		
09759	PATRICK MCCARTHY	25-03020	12/24/25	REIMBURSEMENT	Open	261.45	0.00		
09769	AMERIHEALTH	26-00160	01/20/26	February Medical+RX Active+Ret	Open	329,210.00	0.00		
09770	DELTA DENTAL OF NJ, INC	26-00185	01/24/26	February:Active,retiree+COBRA	Open	9,575.91	0.00		
09786	DELTA DENTAL OF CONNECTICUT	26-00184	01/24/26	February Vision active EE	Open	1,181.79	0.00		
09859	CIVIC PLUS,LLC	26-00122	01/20/26	SOCIAL MEDIA ARCHIVING SCRIPT	Open	7,924.77	0.00		
09870	MUTUAL OF OMAHA	26-00161	01/20/26	February Basic Life+STD	Open	3,652.53	0.00		
09878	HERO CPR ACADEMY	26-00205	01/27/26	Hero CPR AHA BLS Card Hofmann	Open	23.00	0.00		
09887	FERNBROOK NURSERY, INC	25-03024	12/30/25	Trees/Fall Planting	Open	1,800.00	0.00		
09897	LEIGH PRIMAVERA	26-00176	01/23/26	REFUND OVERPAYMENT BY RESOLUTI	Open	259.60	0.00		
09900	NJ COMMUNITY SOLUTIONS, LLC	26-00190	01/27/26	MANAGEMENT WORKSHOP SERIES	Open	2,500.00	0.00		
		26-00200	01/27/26	MANAGEMENT WRKSHP SERIES HR	Open	225.00	0.00		
						2,725.00			
9558	AIRESPRING	26-00120	01/16/26	CONNECTIVITY & CLOUD JAN 2026	Open	3,353.71	0.00		
9565	NJ MUNICIPAL MNGMNT ASSOC INC	26-00083	01/12/26	ANNUAL MEMBERSHIP DUES	Open	600.00	0.00		
9647	CORONIS HEALTH RCM, LLC	26-00163	01/21/26	EMERGENCY MED BILLING DEC 2025	Open	1,586.37	0.00		

Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
Total Purchase Orders: 117		Total P.O. Line Items:	0	Total List Amount:	1,016,269.74	Total Void Amount:	0.00

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT FUND	5-01	54,489.99	0.00	54,489.99	0.00	0.00	54,489.99
WATER UTILITY OPE	5-09	34,469.53	0.00	34,469.53	0.00	0.00	34,469.53
TOURISM UTILITY F	5-20	6,714.90	0.00	6,714.90	0.00	0.00	6,714.90
BEACH UTILITY FUN	5-30	<u>7,703.90</u>	<u>0.00</u>	<u>7,703.90</u>	<u>0.00</u>	<u>0.00</u>	<u>7,703.90</u>
Year Total:		103,378.32	0.00	103,378.32	0.00	0.00	103,378.32
CURRENT FUND	6-01	387,227.26	0.00	387,227.26	0.00	0.00	387,227.26
WATER UTILITY OPE	6-09	358,345.55	0.00	358,345.55	0.00	0.00	358,345.55
TOURISM UTILITY F	6-20	52,977.90	0.00	52,977.90	0.00	0.00	52,977.90
BEACH UTILITY FUN	6-30	<u>7,475.21</u>	<u>0.00</u>	<u>7,475.21</u>	<u>0.00</u>	<u>0.00</u>	<u>7,475.21</u>
Year Total:		806,025.92	0.00	806,025.92	0.00	0.00	806,025.92
GENERAL CAPITAL	C-04	6,200.56	0.00	6,200.56	0.00	0.00	6,200.56
WATER UTILITY CAP	U-06	100,664.94	0.00	100,664.94	0.00	0.00	100,664.94
Total of All Funds:		<u>1,016,269.74</u>	<u>0.00</u>	<u>1,016,269.74</u>	<u>0.00</u>	<u>0.00</u>	<u>1,016,269.74</u>

Manual Checks and Electronic Payments:

Current Fund - Pitney Bowes postage	\$10,000.00
Beach Utility Fund - Altus Receivables Mgmt.	<u>\$2,127.50</u>
Total All Funds	<u>\$1,028,397.24</u>



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

MAYORAL APPOINTMENTS 2026

(2026 changes bolded)

Environmental Commission

Sarah Stevenson	Regular Member	12/31/2028
Michael Jones (Chair)	Regular Member (Cross Member with Planning Board)	12/31/2028
Gretchen Whitman	Regular Member	12/31/2027
Kimberly Gronendahl	Regular Member	12/31/2027
Randell Nuschke	Regular Member	12/31/2026
Justine Magariel	Regular Member	12/31/2026
Barbara Meimbresse	Regular Member	12/31/2026
Jennifer Flamini Keuler	Alternate I	12/31/2027
VACANT	Alternate II	12/31/2027

Zachary Mullock, Mayor
February 3, 2026

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