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

RESOLUTION NO. 200-05-2026

RESOLUTION HONORING WILLIAM J. MOORE

WHEREAS, In February 2026, the International Tennis Hall of Fame, proudly celebrating Black History Month, honored Cape May's William J. Moore (b. 1872, d. 1973) as "a tennis player and contributor who shaped the sport and left a lasting mark on the game and its global community"; and

WHEREAS, Born to parents who were freed from enslavement after the Emancipation Proclamation, Moore became a gifted academic and held the distinct honor of being the first Black student to graduate from his hometown high school in West Chester, PA. He then attended Howard University and ultimately graduated from the Miner Normal School in 1892; and

WHEREAS, Moore used his education to help others and better his community, seizing an opportunity to open a school for Black students in Cape May. Moore founded the Cape May Colored School in 1895, where he taught for 54 years until the school closed in 1948 in response to a State law outlawing segregated schools; and

WHEREAS, During summer months, Moore worked at the Cape May Golf and Tennis Club, picking up a passion for the game of tennis. Moore became one of the first Black tennis pros in the United States, even publishing a book titled "Teaching Tennis to Beginners." He served as Club Manager and Head Tennis Professional until he was 94, passing the torch to his son, Ossie.

WHEREAS, in 1973, former students honored Moore's legacy of giving back by founding the William J. Moore Foundation: a nonprofit that offers academic scholarships to under-resourced students; and

WHEREAS, Perhaps his most profound distinction, the Cape May Tennis Center was renamed the William J. Moore Tennis Center in 1972, in honor of Moore's 100th birthday.

NOW, THEREFORE BE IT RESOLVED that City Council of the City of Cape May hereby recognizes and honors William J. Moore's years of dedicated commitment to, and impact upon, the Cape May community.

Zachary Mullock, Mayor

Maureen K. McDade, Deputy Mayor

Lorraine M. Baldwin, Councilmember

Steve Bodnar, Councilmember

Shaine P. Meier, Councilmember

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 April 21, 2026.

Erin C. Burke, City Clerk

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

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

ORDINANCE NO. 603-2026

BOND ORDINANCE PRVIDING FOR VARIOUS FLOOD MITIGATION IMPROVEMENTS, BY AND IN THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING $35,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $35,000,000 BONDS OR NOTES OF THE CITY TO FINANCE THE COSTS THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the City of Cape May, in the County of Cape May, State of New Jersey (the "City") as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of $35,000,000. Pursuant to the provisions of N.J.S.A. 40A:2-7 and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required. It is anticipated that a portion of this project will be funded via one or more grants from Federal Emergent Management Agency and/or the County of Cape May, New Jersey.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount not exceeding $35,000,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding $35,000,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are various flood mitigation improvements including, but not limited to, the construction of a sea-wall and all related beach replenishment improvements related thereto.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $35,000,000.

(c) The aggregate estimated cost of said improvements or purposes is $35,000,000.

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

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

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

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

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

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

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15.00 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by $35,000,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding $7,000,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

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

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

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission4 (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ATTEST:

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

_____
Erin C. Burke, City Clerk

BY:_____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 603-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on May 19, 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 June 1, 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						

cc: Bond Counsel
City Engineer

Introduced: May 19, 2026
1st Online Publication: May 20, 2026
2nd Reading & Adoption: June 1, 2026
Final Online Publication: June 2, 2026
Effective date: June 22, 2026

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

ORDINANCE NO. 604 -2026

AN ORDINANCE AMENDING SECTION 482 OF THE CITY OF CAPE MAY CODE TO PROHIBIT CONDUCT LIKELY TO RESULT IN LONG-TERM DECLINE OR DEATH OF TREES

WHEREAS, Section 482 of the City Code provides policies and procedures for the protection of trees within the City of Cape May; and

WHEREAS, the Shade Tree Commission of the City of Cape May reports that excessive trimming, or over-pruning, can kill a tree by removing too much foliage, which disrupts its ability to photosynthesize and produce food. A general rule is to avoid removing more than 25% of the canopy in a single season. Improper techniques like "topping," flush cuts, or stub cuts can also introduce disease, pests, and severe stress, leading to long-term decline or death; and

WHEREAS, on May 13, 2026 at a Regular Meeting of the Shade Tree Commission (STC), the STC recommended updates to the City Code pertaining to excessive tree trimming; and

WHEREAS, the City Council has determined it necessary to update the City Code to confirm the procedures applicable to tree removal applications under the City Code.

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

Section 1. Section 482 of the City of Cape May Code shall be amended as follows to include the following **NEW SECTION**:

§ 482-12 Excessive Trimming Prohibited.

A. The City Council finds that improper tree cutting practices, including topping, excessive removal of live foliage, and improper cuts such as flush cuts and stub cuts, cause significant and often irreversible harm to trees. These methods reduce a tree's ability to photosynthesize, weaken its structure, increase vulnerability to decay organisms and insect pests, and can result in long-term decline or death. Arboricultural and extension guidance warns that removing more than roughly one quarter (25 percent) of a tree's live crown in a single season impairs health, that topping creates large wounds and weak regrowth that are prone to decay and pest infestation, and that flush and stub cuts prevent proper wound closure and promote rot. Because such practices may be used to evade tree removal permit regulations by indirectly killing protected trees, this Section is intended to provide additional guidance and regulation to prevent these harmful practices.

B. Definitions.

"ANSI A300 Standards" means the current American National Standards Institute A300 standards for tree care operations (Part 1: Pruning), as amended.

"Canopy" or "Crown" means the live, foliated portion of the tree.

"Excessive Canopy Removal" means removal of more than twenty-five percent (25%) of the live canopy of a tree within any single growing season, inclusive of cumulative cuts made during that season.

"Flush Cut" means a pruning cut made at or inside the branch collar and/or branch bark ridge, removing protective tissues necessary for proper wound closure.

"Stub Cut" means a pruning cut that leaves an unreasonably long portion of branch beyond the branch collar such that the tree cannot properly close the wound.

"Topping" (also "heading," "rounding over," or "tipping") means the non-standard practice of cutting back large branches or the main leader to stubs without reducing to suitable lateral branches, resulting in removal of a substantial portion of the crown and stimulating weakly attached epicormic sprouts.

"Regulated Tree" means any tree subject to the City's tree-protection or tree-removal permitting provisions within this Code.

C. **Unlawful Pruning or Cutting of Regulated Tree. No person shall engage in any pruning, cutting, or other activity that, by its nature, is likely to cause injury, structural instability, significant canopy loss, or the decline or death of a Regulated Tree. Unless expressly authorized by the Shade Tree Commission, it is unlawful to perform or cause to be performed on any Regulated Tree any of the following practices, each of which is deemed inherently harmful: (1) topping; (2) removal of more than twenty-five percent (25%) of the live canopy within a single growing season; (3) three or more flush or stub cuts exceeding two (2) inches in diameter; or (4) any combination of cuts that, in the written determination of the City Arborist, compromises the tree's structural integrity or materially reduces photosynthetic capacity; or (5) any pruning practice that is inconsistent with ANSI A300 Standards. A violation of this subsection occurs upon performance of the act itself, regardless of whether measurable decline or death is observable.**

D. **Evasion of Tree-Removal Permitting Requirements. No person shall engage in any of the conduct referenced above in subsection (C) with the intent to evade or circumvent the City's tree-removal permit requirements. A rebuttable presumption of intent to evade or circumvent these requirements shall arise if, within twelve (12) months from denial of a tree-removal permit application, the person engages in any of the conduct referenced in subsection (C). A**

violation of this subsection is separate from and in addition to any violation of subsection (C).

E. Any violation(s) of this section shall be subject to the provisions of § 482-9 and § 482-10.

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

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

ATTEST:

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

_____
Erin C. Burke, City Clerk

BY:_____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 604-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on May 19, 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 June 1, 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
Bodnar						
Meier						
McDade						
Baldwin						
Mullock						

Introduced: May 19, 2026
1st Online Publication: May 20, 2026
2nd Reading & Adoption: June 1, 2026
Final Online Publication: June 2, 2026
Effective date: June 22, 2026

cc: STC

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

ORDINANCE NO. 602-2026

AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE REGARDING METERED PARKING IN THE CITY OF CAPE MAY

WHEREAS, Section 7-44.3 provides for metered parking areas in the City of Cape May; and

WHEREAS, on April 21, 2026, the Municipal Taxation and Revenue Advisory Committee (MTRAC) presented a recommendation to the City Council that parking rates across the City increase parking rates, not simply as a revenue mechanism, but to encourage performance parking as a strategy to incentivize turnover and availability of spaces in high-traffic areas; and

WHEREAS, having considered the matter, the Cape May City Council has determined that it is appropriate to amend the City Code regarding metered parking areas to reflect the current conditions; and

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

Section 1. Section 7-44 of the City of Cape May Code is amended as follows (~~strikethrough~~ portions indicating deletions and **bold/underline** portions indicating new language):

§ 7-44 Parking Meter Zones.

§ 7-44.1 Established.

The streets or parts of streets described in Subsection 7-44.3, are hereby established as parking meter zones with parking meters installed to accept the proper payment for designated schedules and time limits.

§ 7-44.2 Metered street parking.

Parking along streets and parts of streets at metered locations within the City shall be subject to the hourly time limits schedule during which parking meters are in effect and parking meter fees set forth in Subsection 7-44.3.

§ 7-44.3 Parking meter zones.

A. There are hereby established in the City "Parking Meter Zones" in accordance with the attached map, incorporated into this ordinance.[2]

[2] Editor's Note: Said map is on file in the City offices.

B. Except as set forth below, metered parking hours in the City shall be as set forth of the attached map **of Metered Parking Zones as amended by Ordinance No. 602-2026.**

C. ~~The parking meter rate in the "red," "green," "orange," and "blue" zones on the attached map, and in any other zones hereafter established for pay parking, shall be $1.50 per hour, or $0.25 per 10 minutes~~ **The parking meter rate in the "green" and "orange" zones on the attached map, and in any other zones hereafter established for pay parking shall be $2.00 per hour, payable in 10-minute increments. All on-street metered parking areas shall be enforced daily from 10:00 a.m. to 6:00 p.m. between April 1 and December 31 each year.**

D. ~~Parking on Beach Avenue east of Philadelphia Avenue (the "blue" zone), and on any side streets off Beach Avenue east of Philadelphia Avenue shall remain free after 5:00 p.m., whether or not the spaces are meters.~~ **The parking meter rate in the "blue" zone on the attached map (east of Philadelphia Avenue) shall be $2.00 per hour, payable in 10-minute increments. Metered parking in this zone shall be enforced daily from 10:00 a.m. to 5:00 p.m. between April 1 and October 31 each year.**

E. The parking of motor homes, trailers, and campers is prohibited in ~~the Jackson/Perry Street~~ **all City** parking lots.

F. Permits to park at the City's Bank Street Parking Lot shall be available on a year-round basis. No heavy equipment of any kind, whether owned by the City, its contractors, or otherwise, shall be parked in the Bank Street lot at any time.

~~G. All metered parking in the City of Cape May will be active from April 1 to October 31 of each year, unless otherwise set forth below:~~

~~(1) The following areas in the vicinity of the Washington Street Mall (Yellow Zone) will have an extended meter "season" beginning April 1 and ending December 31 of each year, and shall be $2 per hour or $0.25 per 10 minutes.~~

G. The "yellow" zone generally incorporates the areas in close proximity to the Washington Street Mall Business Improvement District as depicted in the attached map. This area shall be subject to performance pricing at $3.00 per hour, payable in 10-minute increments. Metered parking in the "yellow" zone shall be enforced from 10:00 a.m. to 10:00 p.m. between April 1 and December 31 each year.

H. The parking meter rate in the "red" zone on the attached map shall be $2.00 per hour, payable in 10-minute increments. All on-street metered parking areas shall be enforced daily from 10:00 a.m. to 10:00 p.m. between April 1 and December 31 each year.

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

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

ATTEST:

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

_____
Erin C. Burke, City Clerk

BY:_____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 602-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on May 5, 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 May 19, 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: May 5, 2026
1st Online Publication: May 6, 2026
2nd Reading & Adoption: May 19, 2026
Final Online Publication: May 20, 2026
Effective Date: June 9, 2026

Amendments for potential consideration at 5/19/2026 Council Meeting

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

ORDINANCE NO. 602-2026

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WHEREAS, on April 21, 2026, the Municipal Taxation and Revenue Advisory Committee (MTRAC) presented a recommendation to the City Council that parking rates across the City increase parking rates, not simply as a revenue mechanism, but to encourage performance parking as a strategy to incentivize turnover and availability of spaces in high-traffic areas; and

WHEREAS, having considered the matter, the Cape May City Council has determined that it is appropriate to amend the City Code regarding metered parking areas to reflect the current conditions; and

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[2] Editor's Note: Said map is on file in the City offices.

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

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

ATTEST:

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

_____
Erin C. Burke, City Clerk

BY:_____
Zachary M. Mullock, Mayor

NOTICE

Ordinance 602-2026 was introduced at a Regular meeting of the City Council of the City of Cape May, held on May 5, 2026, amended and reintroduced on May 19, 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 June 1, 2026, 2026 at 3:30 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: May 5, 2026
1st Online Publication: May 6, 2026
Amended and reintroduced: May 19, 2026
2nd Reading & Adoption: June 1, 2026
Final Online Publication: June 2, 2026
Effective date: June 22, 2026

Cape May City

Monthly Managers Report

April 2026

Paul Dietrich, PE, PP, CME, CFM, CPWM
City Manager – City Engineer – Floodplain Manager

Justin Riggs, MPA, SHRM-CP
Deputy City Manager

ADMINISTRATION

The City Manager and Deputy City Manager attended numerous internal and external meetings throughout the month.

Participated in the Easter Fashion Stroll.

Coordinated and conducted a pre-bid meeting for the desalination plant project.

A fireworks pre-planning meeting was also held with Cape Resorts, along with Administration, Public Safety and Fire Safety Officials.

Administration reviewed Harbor Cove punch list items with the project engineer, EDA Associates

Participated in the OEM tabletop exercise pre-meeting. Deputy City Manager/Deputy OEM Coordinator Riggs will be facilitating the tabletop exercise. Topic will be mass casualty on the beach front.

The City Manager and Deputy City Manager attended the Cape May Police Building construction meeting.

The City Manager and Deputy City Manager attended the Business at the Beach Expo, where Civic Affairs, Recreation, Marketing, and Tourism Assistant Director Rachel Ertle and Assistant Public Works Supervisor Rich Heym presented projects through the Cape May County Chamber Leadership Program.

Attended the Open House planning meeting, which is scheduled for May 20th.

Deputy City Manager Riggs attended training on Disaster Assessment Strategies at the NJ Emergency Preparedness Association Conference in Atlantic City on April 20th.

Attended the planting of the Liberty Tree and Jay Schatz Tree Dedication ceremony on April 24th.

Administration assisted public works by helping conduct on-the-spot interviews for DPW hiring needs. This resulted in 1 seasonal being onboarded.

Deputy City Manager Riggs met with the Civil Service Commission Chair for a meet-and-greet discussion focused on identifying opportunities to streamline processes within local government.

Justin Riggs
Deputy City Manger

HUMAN RESOURCES / BENEFITS ADMINISTRATION

1. **Onboarding Dashboard for 2026:**

   Beginning April 1, 2026, Human Resources actively coordinated the onboarding of 157 new hires and rehires across multiple departments. Independently managed onboarding while learning Primepoint electronic procedures and system requirements.

Department	Employees
BEACH PATROL	67
BEACH TAG	55
BUILDINGS & GROUNDS	5
CIVIC AFFAIRS	6
GENERAL ADMINISTRATION	1
POLICE	11
RECREATION	6
RECYCLING	1
STREETS & ROADS	4
WATER/SEWER	1
Grand Count	157

   The onboarding process includes:

   - Rehire/New Hire communications regarding completion of electronic documents through Primepoint system or paper-based documents upon request.
   - Requested required background screenings, including Driver's License history checks, enhanced background screening and digital fingerprinting based on position requirements.
   - Review of employee documentation for accuracy and completeness to ensure compliance with I-9 verification, tax withholding requirements and internal city documents etc.
   - Prepare and forward the completed onboarding packets to Payroll for pay processing and for individual employee file.

2. Difference Card Claims Run-Out: Continue to work individually with employees to identify claims not paid through the Difference Card system or claims requiring additional information.
3. Leave Administration – Monitored employee absences to ensure compliance with federal FMLA/NJ FLA/NJ SAFE/ADA. Prepared and distributed all required notices, correspondence, and monthly benefit invoices to employees on leave of absence to ensure timely payment of benefits enrollments.

4. Reported and responded to follow-up inquiries from Workers' Compensation carrier representatives regarding outstanding questions and pending matters.
5. Office Transition Support - Organized the Admin Confidential Aide workspace to facilitate a smooth transition for new Confidential Aide.
6. Professional Development - Attended Primepoint Government Workshop on April 30, 2026
7. Participated in onsite job interviews at DPW on April 29, 2026
8. Benefits Administration - Performed benefits administration duties, including reconciliation of medical, dental, vision, basic life, short-term disability, and retiree coverage, and processed qualifying life events (QLEs).

Davida Wines
Human Resources Coordinator/Claims Coordinator

Safety Classes and Toolbox Talks Completed

Cape May City conducted multiple safety-related training sessions and toolbox talks in April 2026 to strengthen workplace safety awareness and reinforce best practices across departments, as well as our annual Jif audit for safety inspection.

Safety Classes Conducted

- Playground Safety Inspections
- Bloodborne Pathogens Refresher

Toolbox Talks Conducted

- Carrying Matrax Boards (beach ADA walkway)
- Stump Grinding
- Trash Collecting

Additional safety classes are currently scheduled and will be completed in the coming weeks.

Frank McCloskey
Assistant Supervisor of Public Works
Deputy OEM Coordinator/Safety Coordinator

LAND USE

*Due to SDL Outage, the Construction Office cannot provide an update at this time. The details will be provided in the May Report.

The Zoning Office has issued 32 Zoning permits and 9 certificates of compliance.

The Planning Board heard 1 application.

The Zoning Board of Adjustment heard 1 application. Two Zoning Board applications were adjourned to be heard at the June, 25, 2026 meeting. -

The Historic Preservation Commission held their regular meeting , approved 32 applications in review (not needing a full Commission review) and heard 13 applications.

The Shade Tree Commission held their regular meeting, reviewed no street tree removal and 6 removal requests.

*Due to SDL Outage, cannot obtain flood application or certificates at this time. The details will be provided in the May Report.

Lou Vito
Construction Official

Paul Dietrich
City Engineer

CIVIC AFFAIRS – TOURISM – RECREATION

- Roller Skating:
  - ROI

Revenue	$95,101.00
Sponsorships	$5,000.00
Salary and Wages	-$83,785.57
Supplies	-$17,155.57
	-$840.14

  - Anniversary Sweatshirts were not the hit we hoped for. For years, people have asked about them but we did not sell out. We will continue to sell them until we do.
- April is typically our last ditch effort (at the absolute latest!) to finalize details for the upcoming year. Other than the Fireworks Display, Fall and Holiday events, everything is public information on our marketing outlets. And we will continue to update outlets as we add more information and events.
- Convention Hall gets a "deep clean" annually immediately following Roller Skating to preserve the building.
- Hiring: We are currently seeking the following:
  - (1) part time, year round employee to work at the Community Center to do administrative duties
  - Indoor Pool Lifeguards
- Civic Affairs and Recreation have been in full swing of gearing up for one of the busiest months of the year... May.
  - 5/1 – CMBP Ribbon Cutting – We are celebrating an exciting new "expansion" to the Cape May Beach Patrol with the newly remodeled Headquarters, meant to better support our female guards and provide them with better accommodations.
  - 5/9 – Run Through History (with Packet Pick Up 5/4 -5/8) – We are "running" around getting our newly added race ready to... on your mark, set, go! This scenic race winds through historic streets and past iconic landmarks.
  - 5/11 – Citizenship Award – We are recognizing Curist Bashaw in 2025 for his love for the city of Cape May and his continued efforts to preserve what makes cape may unique while thoughtfully investing in its future and Carolyn Pitts in 2026 for her dedication to the historic preservation of cape may city and achieving the historic landmark designation.
  - 5/13 – Historic Preservation Awards Reception - This event recognizes outstanding efforts to protect and preserve the charm and character that make our city so unique and recognizes that people and projects that keep Cape May timeless.
  - 5/22 – Hello Summer! Free Concert on the Beach – Let's say "hello" to Summer! With our annual free concert on the beach to kick off the season.
  - 5/24 – National Historic Landmark at 50: A Seaside Celebration – To celebrate the 50th anniversary as a National Historic Landmark, free party on the beach to celebrate 50 years as a National Historic Landmark
- Website Design is still ongoing.
- Benches are back!

- Cape May Convention Hall has completed the Audio Visual project, now with livestream capabilities.
- Stage Lighting replacement will begin in May.
- Employee Evaluations will be reviewed in
- David and I hosted the quarterly Recreation Meeting on 4/22 to meet with part time staff – fitness and pool this time of year.
- Upcoming Exhibit – the Community Center is tentatively scheduled to host the State's *Revolutionary Lives: Living the American Experiment Then and Now*

Kacie Rattigan
Director of Civic Affairs, Recreation, Tourism and Marketing

OUTSIDE OPERATIONS

- **Beach Tag Operations:**
- All beach tags have been received, and inventory is fully in place for the upcoming season. Pre-season preparation is underway, including organization of materials, staffing coordination, and final setup of operations.
- REPORT ATTACHED
- Janet Perry and Ed Rotz will not be returning for the 2026 season. We thank them for their many years of service and contributions to the Beach Tag Department.
- Beach taggers will be on the beach Memorial Day weekend (Saturday, May 23 through Monday, May 25). Full-time seasonal operations will begin Saturday, May 30 and continue through Labor Day weekend.
- Effective May 1, the seasonal rate increases to $40.
- Michelle Sampson & Deborah Lindholm make a visit to the Coast Guard base on April 30 from 10:00 a.m. to 2:00 p.m. to distribute beach tags 307 issued. Special Thanks to Captain Lee & Master Chief Tony Martinez.



Beach Concessions, Lease Properties & Transitions:

- A beach concession meeting was held 4/22 in preparation for the upcoming season. Discussions included beach safety protocols, lease agreements, and general preparatory efforts to ensure all vendors are aligned and operationally ready.

Beach Safety Committee / Materials:

- As we move into the season, we will continue coordination with the Beach Safety Committee. Updated artwork has been completed for the mini beach safety brochures that will be distributed.

- Mini brochures were delivered to BT office 5/1 we are ready

Parking / ParkMobile:

- The City of Cape May has been included in a pilot program with ParkMobile called "Pulse," enhancing backend administrative coordination across ParkMobile, Arrive, and prior Flow bird systems. Parking operations are active, and I will provide a brief update with supporting data as needed.
- Report attached
- Work with MTRAC, CM Detrich , DCM Riggs & Deputy Mayor for statistic review of 2025

Michelle Sampson
Outside Operations Manager

Beach Tag Department Year to Date and Comparison 2025-2026

2026 Sales -2,096 vs 2025

2026	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TTL		TTL SNL
Tax Office													
Discount Office	4518	2176	2070	4694	5249						18707		24496
Discount Mail	1471	973	887	1125	903	97					5456		
Regular Office	0	0	0	0	0	115	0	0	0		115		
Regular Mail	0	0	0	0	0	0					0		
Commemorative	50	34	29	61	43	1	0	0	0	0	218		
Commercial	41	8	16	54	97	0	0	0	0		216		

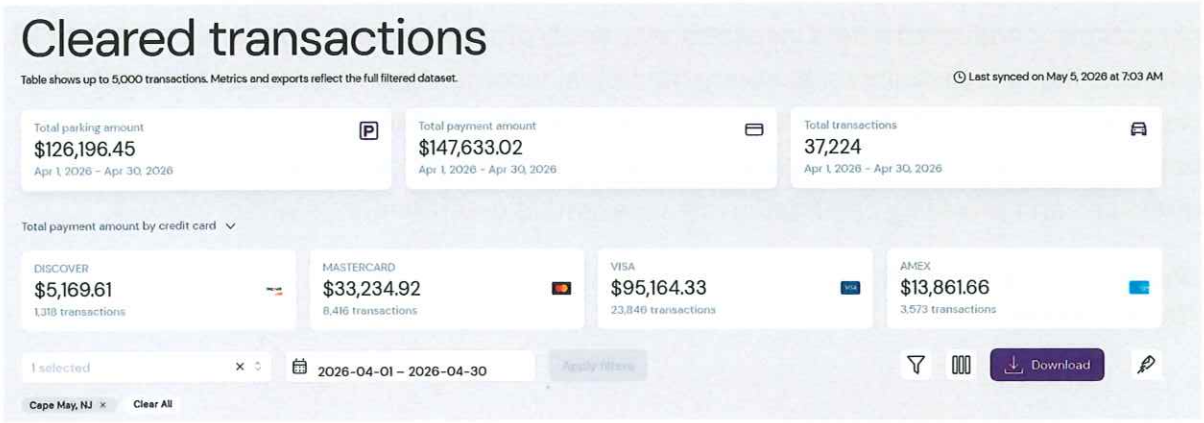
Jersey Cape 2026 Totals			
	December	1033	$30,990
	January	838	$25,140
	February	681	$20,430
	March	1293	$38,790
	April	1337	$40,110
	Total	5182	$155,460

2025	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TTL		TTL SNL	
Tax Office														
Discount	4536	2140	2334	4346	4315	0					17671		26592	
Discount Mail	1834	1277	1303	1695	1460	60					7629			
Regular						853	343	85	11	0	1292			
Regular Mail						0	0	0	0	0	0			
Commercial	29	30	18	79	103	3155	70	104	13	0	3601			

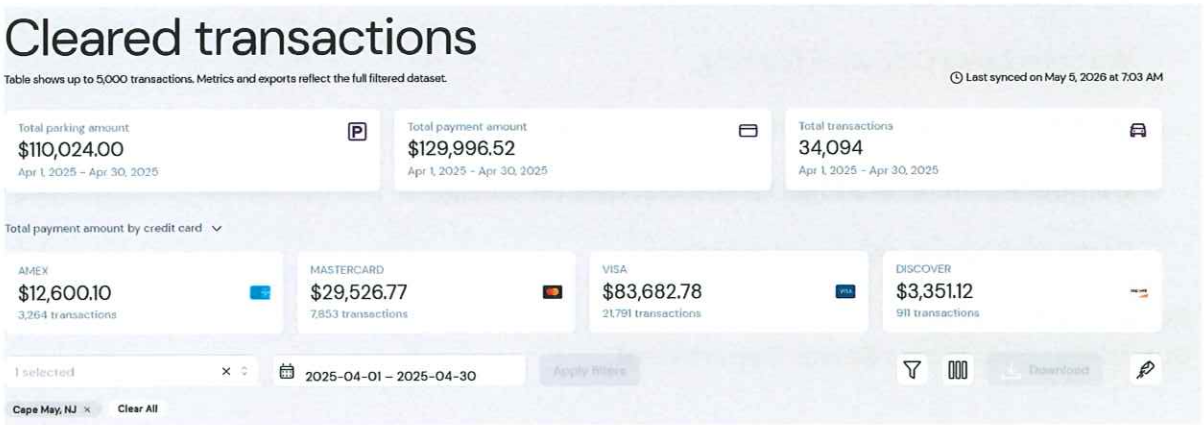
Jersey Cape 2025 Totals			
	December	363	$10,890
	January	531	$15,930
	February	478	$14,340
	March	772	$23,160
	April	1399	$41,970
	Total	3543	$106,290

Year to Date April 1- 30, 2026 for all zones

Difference from 2025 +$16,142.45



Comparison Year to Date April 1- 30, 2025 for all zones



TAX ASSESSOR'S OFFICE

In April 2026, the Cape May City Tax Assessor's Office continued its regular statutory duties while maintaining accurate property assessment records for the City. During the month, the office processed 20 deeds to ensure property ownership records remained current and accurate and completed 9 two-hundred and five-hundred foot lists to assist with zoning applications, planning matters, and public notification requirements. In addition, the office completed 5 COAH estimations related to affordable housing obligations, conducted 4 field inspections to verify property information, and processed 12 address changes to maintain accurate municipal records. A primary focus for the month was the conclusion of the April 1st tax appeal deadline and the continued review and handling of submitted appeals, along with assisting property owners with follow-up questions and providing clarification on assessment determinations where needed.

Patrick McCarthy, CTA
Tax Assessor

WATER – SEWER DEPARTMENT

We are working to restore water to City irrigation systems and City buildings.

We repaired several water main leaks.

We completed City-wide flushing.

Mark outs completed for the utility and road construction project.

Completed meter readings for the first quarter billing.

Performed sewer camera inspections.

Robert Cummiskey
Superintendent Water Sewer Department

CITY CLERK'S OFFICE

Tort Claims:
4 active (2 new in April)

Active litigation: 8 cases

Permits/Licenses

ABC Licenses:	Renewals distributed to all 28 licensees 4/23. Council will take action in June—due by 6/30
Bank Street Parking Permits:	18
BID assessments rcvd:	31
Contractors Licenses:	7
Dog Licenses:	8
Dog Park (weekly & seasonal):	0
Handicapped Parking Permits:	0
Jackson Street Parking Permits:	Sold out for 2026. Renewed in November annually
Mercantile Licenses:	524 Total (104 Online)
On-Street Parking Permits:	11
OPRA requests:	21
Patio Permits:	8
Peddlers/Vendors Permits:	3
Private Driveway Permits:	Renewed in September annually
Street Opening Permits:	1
Tent Permits:	0
Yard Sale Permits:	2
Wedding location permits:	8
Certified copies issued:	50
Marriage license appts:	17
Marriage licenses processed:	13
Registrations/Titles processed:	5 registrations
Resolutions adopted:	28
Ordinances introduced:	1
Ordinances adopted:	0

Current/upcoming tasks:

- Mercantile License renewals/BID assessment/Financial Disclosure Statement deadlines were 4/30/26. Late fees assessed to delinquent Mercantile Licensees beginning 5/1/26.
- 1,021 Mercantile Licenses issued as of May 11, 2027.
- Awaiting Annual Audit report for 2025 from Ford, Scott & Assoc.

Erin C. Burke, RMC, CMR
City Clerk

FIRE PREVENTION BUREAU

During the month of April, the majority of our inspections involved residential rental properties preparing for the upcoming season. The most common violations identified were electrical in nature, including unapproved conditions, improper use of extension cords, and insufficient clearances.

We expect a higher volume of commercial inspections in the coming months.

Inspections

Month	# of Inspections	# of Imminent Hazard Notices	Violations Cited
January	101	0	28
February	129	7	60
March	257	2	106
April	237	0	83
Total	**724**	**9**	**277**

Financial

Month	Billed	Collected
January	$189,585.00	$111,775.00
February	$ 1,085.00	$ 41,875.00
March	$ 13,245.00	$ 24,885.00
State Rebate		$ 12,526.49
April	$ 9,665.00	$ 24,435.00
Total	**$213,580.00**	**$215,496.49**
***Some changes from previous report due to reconciliation process (errors, voided invoices, etc.)**		

Billing occurs in bulk during the first week of January, typically resulting in a high collection rate in the initial months. Additional revenue streams include new property registrations, the sale of properties, and quarterly state reimbursement checks received for completed Life Hazard Use properties.

Properties categorized as Life Hazard Use (LHU) have a greater inherent risk compared to non-Life Hazard Use (NLHU) properties. The State registers and bills for these specific uses. While the Local Enforcing Agency (LEA) conducts all the necessary inspections, the State retains 35% of the associated fees and reimburses the remaining 65% to the LEA

Mark Barham
Fire Official

PUBLIC WORKS DEPARTMENT

Current Projects:
Penn Ave rock islands
Dog park roofs
Bollard system @ Jackson St




On top of these projects DPW is maintaining daily duties such as Maintain/Cleaning of (10) public facilities, collecting trash, recycle, residential recycling, work orders and getting the town ready for the spring and summer. Thinning out signage along Beach Ave. Installed new LED lights in City Hall, Community Center and Beach Tag Office.

Also did an energy audit with ACE on Convention Hall, Community Center, and City Hall which I will be at June meeting to speak about. This year has been very hard on finding seasonal help. I am a slotted 17 Seasonal employees and sitting with 7 total, this has forced me to outsource Restroom Cleaning 7 days a week and grass cutting for city properties.

April Collection Totals:
Residential Recycle (36.28) tons; which is down (3.25) tons from the new ordinance.

March Overtime Total
(53.25) hours of schedule overtime for Convention Hall, Recycle Yard, and Restrooms.
(1) Call ins requesting (1) personal for Clean up on playground

Eric Prusinski
Superintendent of Public Works

COURT

- The court office consists of the following staff:
  - Aivlys Aguilar Hernandez, Deputy Court Administrator,
  - Heather Brunkel, Violation's Clerk
  - And myself, Amanda I. Melendez, C.M.C.A.
- We are now working on creating space for the influx of written tickets we have been getting. The whole master file must be adjusted again.
- I am in the process of putting a ticket book order together. I have requested 2 quotes and have only heard back from one company so far. Some employees may have to revert back to e-ticket for a temporary time while we put the order together.
- E-Ticket count is nearly 400. Roughly, 700 manual parking tickets were written that the court received, entered and then processed.
- My re-certification is due this year, I currently have 18 of the required 24 continuing education credits. The balance will be reached by June.
- The court office processed 67 expungements in the year 2025.
- So far for 2026 the court has processed 10 thefts (indictable) 1 shoplifting which was processed in our court, 5 burglaries (indictable) 5 criminal mischief charges which will be and were heard in our court, 3 trespassing charges (2 indictable 1 disorderly), 1 Aggravated Sexual Assault (indictable) 2 Assault charges which were disorderly and are or will be heard here, 2 possession of handgun charges (indictable), 1 possession of CDS (Controlled Dangerous Substance, Indictable), 1 Resisting arrest charge which was disorderly and heard here, 2 Conspiracy of theft (indictable) and 1 Conspiracy of Shoplifting which was indictable.
- The court disbursed $12,326.35 in fines and costs and $348.00 of parking offenses adjudication act funds to the City of Cape May in the month of April for March.

Amanda I. Melendez
Municipal Court Administrator

FIRE DEPARTMENT

For the month of March, the Fire Department responded to 68 fire calls and 101 EMS calls. EMS by district – 70 Cape May, 10 Cape May Point, 9 West Cape May, 4 Lower Township, 8 other.

USFA reports 5 firefighter line of duty deaths year to date.

Fire Training



Training continues of Tower 51. Firefighters are focusing of aerial techniques including

Master stream application - Master streams are utilized when large volumes of water are required for fire/vapor suppression. Typically, master stream devices flow over 500 gallons of water per minute. In the case of the Pierce Tower, Cape May Fire Department can flow over 1,800 gallons per minute from elevated master streams. Our tower has the flexibility of utilizing either a solid stream that is preferred for reaching deep seated fires or covering a longer distance, or an adjustable nozzle that is used for exposure protection by saturating a surface with large volumes of water with less reaction from the surface being applied to.

Firefighters also conducted training on patient/victim removal from remote areas. By utilizing a system that captures patient packaging devices, a victim can be loaded onto the bucket of the ladder for transferring to ground level. Not only can this technique be used for reaching elevated areas, but also from below grade areas based upon available set up area and distance from the apparatus.



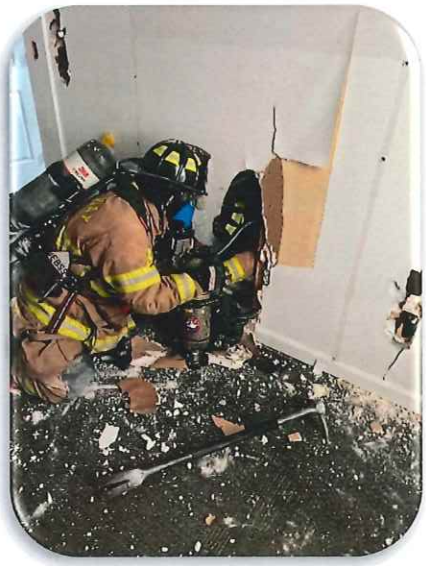


Firefighters trained on complex rope rescues. Utilizing multiple systems, firefighters are seen creating a system that is able to move in multiple directions, vastly different than a normal linear move where movement is typically only in two directions. Systems like this are used in confined areas such as well pits, commercial fishing vessels or any area that requires traversing an elevated position but requiring horizontal movement.



Our firefighters must be masters of building construction. Cape May has the second largest collection of Victorian Era Homes in the country, but certainly our firefighters also must know other types of construction ranging from non-combustible buildings to heavy timber, to light weight truss construction and everything in between. While operating at a recent call firefighters were reminded of the unique challenges that many of our treasured buildings can poses. Many of our older buildings have settled over time creating unique challenges for fire travel. It is imperative to ensure sufficient resources are on location to halt fire spread as rapidly as possible. Our ballon frame buildings can allow for unimpeded fire travel from one floor to the next. Appropriate staffing is the only way to combat such a quickly moving fire.

Firefighters recently conducted training on an acquired structure that was made available to our staff. During this time firefighters were able to practice their search and rescue skills as well as self-rescue. Firefighters are pictured conducting wall breaching; in this scenario firefighters must rapidly move from one area to another without the ability to utilize normal routes due to potential collapses within a building. This is a critical skill that changes greatly for our firefighters due to the large number of historic buildings in town. What makes this unique for Cape May is our homes with plaster and lathe walls that require a different technique from a normal stud and dry walled building.



The Department was also able to participate in other local community events such as the West Cape May Elementary egg drop. During this event the children's creative ideas are put to test when projects are dropped from our elevated platform while packaged to hopefully survive the fall while loaded with an egg. Speaking of eggs our firefighters were also able to attend the annual Easter Egg Hunt at Convention Hall. Our firefighters value the opportunity to interact with the public at local events, met our neighbors and find ways to help the community.

EMERGENCY MANAGEMENT

During the month of April, staff from Emergency Management updated several policies within the department, including

- Warming center criteria & accountability form
- Cooling center criteria & accountability form
- Notification and resource request procedures
- After Action review and planning procedures
- Active Shooter emergency action plans for all city staffed buildings

Alex Coulter, Chief
Michael Eck, Deputy Chief

MONTHLY REPORT OF TAX COLLECTIONS

Period Ending: March 31, 2026

	M-T-D	Y-T-D
TAX COLLECTIONS:		
PRIOR YEAR (2024)	$0.00	$0.00
CURRENT YEAR (2025)	$68,826.76	$150,344.30
PRELIMINARY YEAR (2026)	$403,530.15	$8,055,243.41
CITY LIENS REDEEMED	$0.00	$0.00
LATE INTEREST CHARGES	$8,583.59	$16,238.73
END OF YEAR 6% PENALTY	$1,073.57	$3,749.26
	$482,014.07	$8,225,575.70
REVERSALS	$0.00	($42,814.56)
REFUNDS	$0.00	($2,216.86)
	$482,014.07	$8,180,544.28
ALL OTHER RECEIPTS (CURR FD)	$2,695,156.68	$7,366,613.76
TOTAL COLLECTIONS FOR THE MONTH	$3,177,170.75	$15,547,158.04

Deborah A. Lindholm

DEBORAH LINDHOLM

TAX & UTILITY COLLECTOR

2025
TAX RECONCILIATION
MARCH 31, 2026

2025 EXTENDED DUPLICATE		$32,974,793.92
2025 ADDED ASSESSMENTS		$ 201,644.13
2025CORRECTIONS TO THE TAX DUPLI		($1,118.30)
2025 TRANSFER TO TAX LIEN		($186.85)
		$0.00
2025 Y.E.P.(6%)		$4,546.68
TOTAL DEBITS		$33,179,679.58
PREPAID TAXES (JULY - DEC 2024)	$806,371.51	
COUNTY/STAT APPEALS	$0.00	
REFUNDS	$0.00	
SR/VET DED ADJ	$0.00	
INTERNAL TRANFERS	$28,879.81	
		$835,251.32
TAXES PAID (JAN - DEC 2025)	$32,126,590.91	
COUNTY/STATE APPEALS	$1,412.88	
REFUNDS	($4,124.41)	
SR/VET DED ADJ	$16,219.85	
INTERNAL TRANSFERS	($31,985.71)	
		$32,108,113.52
TAXES PAID (JAN - MAR 2026)	$144,325.15	
COUNTY/STATE AF	$0.00	
REFUNDS	$0.00	
SR/VET DED ADJ	$0.00	
INTERNAL TRANSFERS	$0.00	
		144325.15
TOTAL CREDITS		$33,087,689.99
BALANCE AS OF 3/31/26		$91,989.59
TAX STATUS REPORT 3/31/26		$91,989.59
DIFFERENCE		($0.00)

2026		
TAX RECONCILIATION		
3/31/26		
2026 ORIGINAL TAX LEVY		$16,561,034.16
2026 DEDUCTIONS		($25,250.00)
2026 ADDED ASSESSMENTS		$ 77,963.93
2026 PRELIMINARY ADJUSTMENTS		($1,211.04)
2025 Y.E.P.(6%)		$0.00
TOTAL DEBITS		$16,612,537.05
PREPAID TAXES PRIOR YEAR (2025)	$868,673.85	
REVERSED PAYMENTS	$0.00	
COUNTY/STAT APPEALS	$0.00	
REFUNDS	$0.00	
SR/VET DED ADJ	$0.00	
INTERNAL TRANFERS	$31,676.40	
		$900,350.25
TAXES PAID CURRENT YEAR (2026)	$8,055,243.41	
REVERSED PAYMENTS	($33,547.85)	
TRANSFER TO LIEN	$180.90	
COUNTY/STATE APPEALS	$0.00	
REFUNDS	($3,966.48)	
SR/VET DED ADJ	$3,182.62	
INTERNAL TRANSFERS	($220.00)	
		$8,020,872.60
TAXES PAID SUBSEQUENT YEAR (2027)	$0.00	
REVERSED PAYMENTS	$0.00	
COUNTY/STATE AP	$0.00	
REFUNDS	$0.00	
SR/VET DED ADJ	$0.00	
INTERNAL TRANSFERS	$0.00	
		$0.00
TOTAL CREDITS		$8,921,222.85
BALANCE AS OF 3/31/26		$7,691,314.20
TAX STATUS REPORT 3/31/26		$7,691,314.20
DIFFERENCE		$0.00

April	2026		WATER/SEWER TRIAL BALANCE				
City Accounts							
		WATER			SEWER		
DATE	Account	CHRG	CRED	BALANCE	CHRG	CRED	BALANCE
	March Bal Forward			($1,180.56)			$40,592.48
4/1	Billing 26-1	$296,181.39		$295,000.83	$503,274.97		$543,867.45
4/1	Receipts		($101,004.33)	$193,996.50		($158,965.17)	$384,902.28
4/1	LNF collected		($335.00)	$193,661.50			$384,902.28
4/1	NSF collected		($40.00)	$193,621.50			$384,902.28
4/1	Mis-reads		($999.90)	$192,621.60		($1,991.00)	$382,911.28
4/1	Lk Adj		($1,272.60)	$191,349.00		($7,638.20)	$375,273.08
4/1	Trans o/p		($2,631.04)	$188,717.96	$2,631.04		$377,904.12
4/1	Trans o/p	$6,079.02		$194,796.98		($6,079.02)	$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
				$194,796.98			$371,825.10
		$302,260.41	($106,282.87)	$194,796.98	$505,906.01	($174,673.39)	$371,825.10

LOWER TWP METERED ACCOUNTS (WT) 2026

DATE	BL/LOT	CHRG	CRED	BALANCE
12/31/25	Balance forward			$ (787.50)
01/31/26	Billing	$3,993.78		$ 3,206.28
01/31/26	Receipts in Jan		-422.49	$ 2,783.79
02/28/26	LNF billed	$ 40.00		$ 2,823.79
02/28/26	LNF collected		($5.00)	$ 2,818.79
02/28/26	Receipts in Feb		($4,015.87)	$(1,197.08)
03/31/26	Receipts inMarch		($466.14)	$(1,663.22)
03/31/26	LNF collected		($35.00)	$(1,698.22)
04/01/26	Billing	$ 3,966.51		$ 2,268.29
04/01/26	Receipts in April		(992.78)	$ 1,275.51

	2026 Cape May Point Bulk Water Billing (wn)			
		Charge	Credit	Balance
Dec 31, 2025 Balance Fwd				104,289.05
27	Dec	$ 10,328.58		114,617.63
11	Jan	$10,295.10		124,912.73
6	Feb	$ 13,910.94		138,823.67
25	Pmt		$ (107,632.91)	31,190.76
13	March	$ 10,420.65		41,611.41

	2026 West Cape May Bulk Water Billing (ww)			
		Charge	Credit	Balance
	Dec 31, 2025 Balance Fwd			0.01
1 27	O/N/D 25	$16,904.16		16,904.17
1 27	Annual maintanance	$ 1,498.50		18,402.67
2 11	Jan	$15,486.28		33,888.95
2 19	Pmt		($1,498.50)	32,390.45
3 6	Feb	$16,150.96		48,541.41
3 24	Pmt		($15,486.28)	33,055.13
3 24	Pmt		($16,904.00)	16,151.13
4 6	Pmt		($16,150.96)	0.17
4 23	March	$ 17,189.94		17,190.11

WEST CAPE MAY SEWER (TW) 2026

DATE		CHRG	CRED	BALANCE
12/31/25	Balance Forward		$ -	$2,449.89
01/27/26	4th Qtr 2025 (O/N/D)	$ 3,742.71		$6,192.60
03/24/26	Pmt		(6,192.60)	$0.00
04/23/26	1st Qtr 2026 (J/F/M)	$ 1,654.71		$1,654.71
				$1,654.71
				$1,654.71
				$1,654.71
				$1,654.71
				$1,654.71

CAPE MAY CITY POLICE DEPARTMENT

643 Washington Street Cape May, NJ 08204
609-884-9500

Monthly Activity and Arrest Summary- April 2026(Cape May, WCM, Point)

	Totals	Cape May	WCM	CMPT	Arrests
Total Calls For Service	**1451**	**1011**	**337**	**103**	
Calls for service requiring multiple officers.					
INVESTIGATIONS					
ASSAULTS	4	4	0	0	Female 68 -DWI and Reckless Driving
BURGLARIES	1	1	0	0	Male 23 - Contempt
MALICIOUS MISCHIEF	1	1	0	0	Male 28 - Contempt
DISORDERLY CONDUCT	72	17	55	0	Male 78 -DWI and Reckless Driving
FAMILY OFFENSE	3	3	0	0	Male 55 - Trespass
THEFTS	7	7	0	0	Male 40 - Contempt
SUSPICIOUS PERSONS/VEHICLES	9	7	2	0	Male 23 - Contempt
SERVICE CALLS					Male 59 - Assault and Disorderly Conduct
ALARMS	39	31	0	8	Male 23 - Assault
CITIZEN ASSISTS	15	11	4	0	Male 72 - Theft by Unlawful Taking
MEDICAL ASSISTS	48	40	5	3	Male 72 - Burglary
SCHOOL RELATED ACTIVITIES	62	37	25	0	Male 64 - DWI and Reckless Driving
PROPERTY CHECKS	350	205	75	70	Male 57 - DWI and Reckless Driving
PUBLIC SERVICE/ MISCELLANEOUS	468	312	80	76	Male 28 - Contempt
TRAFFIC					
MOTOR VEHICLE STOPS	321	275	43	3	
TRAFFIC SUMMONS ISSUED	94	75	14	5	
PARKING SUMMONS	911	910	0	1	
DWI	4	3	1	0	
ACCIDENTS	5	4	1	0	
TRAFFIC ENFORCEMENT/RADAR	130	92	34	4	
TRAFFIC SERVICES	6	6	0	0	
ADMINISTRATIVE					
ADMINISTRATIVE DUTIES	36	29	7	0	
COURT SERVICES	3	2	1	0	

Chief Dekon Fashaw **Captain Joe Walker** **Lieutenant Scott Krissinger** **Lieutenant Kris Mazza**

Cape May Police Department

643 Washington Street
Cape May, NJ 08204

Chief Dekon W. Fashaw Sr. **(609)884-9500** **Fax (609)884-9589**

Joseph M. Walker, **Captain** | Scott H. Krissinger Jr., **Lieutenant** | Kristopher P. Mazza, **Lieutenant** | Dorann V. Heminway, **Administrative Clerk**

Monthly Squad Directed Patrol Statistics

April 2026

Patrol Squad 1- Sgt. Coll

*Area Assigned- **Delaware Ave**
*Radar Details Conducted- 15
*Motor Vehicle Stops Conducted- 8
*Tickets Issued- 4
*Warnings- 1

Patrol Squad 2- Sgt. Gibson

*Area Assigned- **Washington Street**
*Radar Details Conducted- 26
*Motor Vehicle Stops Conducted- 15
*Tickets Issued- 7
*Warnings- 8

Patrol Squad 3- Sgt. Murphy

*Area Assigned- **Pittsburgh Ave**
*Radar Details Conducted- 42
*Motor Vehicle Stops Conducted- 39
*Tickets Issued- 11
*Warnings- 36

Patrol Squad 4- Sgt. Mihal

*Area Assigned- **Sunset Blvd. (complaints specifically from 6:30a-8a and dump trucks)**
*Radar Details Conducted- 28
*Motor Vehicle Stops Conducted- 16
*Tickets Issued- 2
*Warnings- 19

Incident/CFS Search List

Agency: CAPE MAY CODE ENFORCEMENT From Report Date: 04/01/2026 To Report Date: 04/30/2026

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
04/30/2026 11:01	2026-87038	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY AVE & PHILADELPHIA AVE, CAPE MAY, NJ 08204	RMS	
04/30/2026 10:59	2026-87036	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/30/2026 10:58	2026-87035	0502		MUNICIPAL ORDINANCE VIOLATIONS	SEWELL AVE, CAPE MAY, NJ 08204	RMS	
04/30/2026 07:29	2026-86902	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY CITY	RMS	
04/30/2026 07:28	2026-86901	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/29/2026 14:36	2026-86430	0502		MUNICIPAL ORDINANCE VIOLATIONS	ILLINOIS AVE & PITTSBURGH AVE, CAPE MAY, NJ 08204	RMS	
04/29/2026 14:33	2026-86427	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
04/29/2026 14:18	2026-86412	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/29/2026 07:34	2026-86409	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/29/2026 11:18	2026-86313	0502		MUNICIPAL ORDINANCE VIOLATIONS	SEWELL AVE, CAPE MAY, NJ 08204	RMS	
04/29/2026 11:17	2026-86309	0502		MUNICIPAL ORDINANCE VIOLATIONS	MISSOURI AVE, CAPE MAY, NJ 08204	RMS	
04/29/2026 11:15	2026-86306	0502		MUNICIPAL ORDINANCE VIOLATIONS	MISSOURI AVE, CAPE MAY, NJ 08204	RMS	
04/29/2026 11:15	2026-86301	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
04/29/2026 07:33	2026-86166	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/28/2026 08:40	2026-85432	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
04/28/2026 08:38	2026-85430	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
04/28/2026 08:36	2026-85428	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, CAPE MAY, NJ 08204	RMS	
04/23/2026 14:55	2026-81817	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE, CAPE MAY, NJ 08204	RMS	
04/23/2026 09:42	2026-81630	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
04/23/2026 08:55	2026-81606	0502		MUNICIPAL ORDINANCE VIOLATIONS	PITTSBURGH AVE, CAPE MAY, NJ 08204	RMS	
04/23/2026 08:50	2026-81602	0502		MUNICIPAL ORDINANCE VIOLATIONS	SEWELL AVE, CAPE MAY, NJ 08204	RMS	
04/23/2026 08:49	2026-81597	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
04/22/2026 14:42	2026-80978	0502		MUNICIPAL ORDINANCE VIOLATIONS	BROAD ST & ST JOHNS ST, CAPE MAY, NJ 08204	RMS	
04/22/2026 14:41	2026-80974	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
04/22/2026 10:13	2026-80808	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & 1ST AVE, CAPE MAY, NJ 08204	RMS	
04/22/2026 10:11	2026-80802	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE & TRENTON AVE, CAPE MAY, NJ 08204	RMS	
04/22/2026 10:10	2026-80801	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
04/21/2026 10:45	2026-80034	0502		MUNICIPAL ORDINANCE VIOLATIONS	SEWELL AVE, CAPE MAY, NJ 08204	RMS	
04/21/2026 10:37	2026-80022	0502		MUNICIPAL ORDINANCE VIOLATIONS	TRENTON AVE, CAPE MAY, NJ 08204	RMS	
04/21/2026 07:24	2026-79918	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/21/2026 07:23	2026-79917	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/20/2026 07:45	2026-79143	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & PITTSBURGH AVE, CAPE MAY, NJ 08204	RMS	
04/20/2026 07:37	2026-79138	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
04/20/2026 07:34	2026-79135	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/17/2026 10:43	2026-76953	0502		ADMINISTRATIVE DUTIES	/ASHINGTON ST, CAPE MAY, NJ 08204	RMS	
04/17/2026 07:26	2026-76811	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/17/2026 07:26	2026-76810	0502		MUNICIPAL PERMIT APPLICATION	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/16/2026 07:50	2026-76135	0502		MUNICIPAL ORDINANCE VIOLATIONS	B PENNSYLVANIA?	RMS	
04/16/2026 07:39	2026-76126	0502		MUNICIPAL ORDINANCE VIOLATIONS	1230 PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
04/16/2026 07:33	2026-76123	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/16/2026 07:31	2026-76122	0502		MUNICIPAL ORDINANCE VIOLATIONS	BANK ST, CAPE MAY, NJ 08204	RMS	
04/16/2026 07:30	2026-76120	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/15/2026 11:17	2026-75495	0502		PRO-ACTIVE PATROL	CAPE MAY CITY, CAPE MAY, NJ 08204	RMS	
04/15/2026 11:16	2026-75494	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/15/2026 09:34	2026-75424	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
04/15/2026 09:31	2026-75422	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON STREET	RMS	
04/15/2026 09:28	2026-75418	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, CAPE MAY, NJ 08204	RMS	
04/14/2026 11:40	2026-74668	0502		MUNICIPAL ORDINANCE VIOLATIONS	BALTIMORE AVE, CAPE MAY, NJ 08204	RMS	
04/14/2026 11:40	2026-74667	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, CAPE MAY, NJ 08204	RMS	
04/14/2026 08:11	2026-74541	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/14/2026 08:10	2026-74539	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
04/13/2026 09:01	2026-73761	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE, CAPE MAY, NJ 08204	RMS	
04/13/2026 07:48	2026-73697	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/13/2026 07:48	2026-73696	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/10/2026 10:50	2026-71903	0502		VEHICLE MAINTENANCE	CANNING HOUSE LN, CAPE MAY, NJ 08204	RMS	
04/10/2026 10:18	2026-71869	0502		MUNICIPAL ORDINANCE VIOLATIONS	CORGIE ST, CAPE MAY, NJ 08204	RMS	
04/10/2026 07:22	2026-71764	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/10/2026 07:21	2026-71763	0502		PRO-ACTIVE PATROL	CAPE MAY	RMS	
04/09/2026 07:24	2026-71028	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/09/2026 07:04	2026-71026	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/08/2026 08:01	2026-70335	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/08/2026 08:01	2026-70333	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/07/2026 14:47	2026-69880	0502		PROPERTY CHECK / AREA CHECK	BROAD ST, CAPE MAY, NJ 08204	RMS	
04/07/2026 07:23	2026-69648	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/07/2026 07:03	2026-69647	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/06/2026 14:26	2026-69219	0502		MUNICIPAL ORDINANCE VIOLATIONS	COLUMBIA AVE, CAPE MAY, NJ 08204	RMS	
04/06/2026 07:37	2026-68965	0502		PRO-ACTIVE PATROL	CAPE MAY PROPER	RMS	
04/06/2026 07:35	2026-68964	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
04/01/2026 11:49	2026-65078	0502		MUNICIPAL ORDINANCE VIOLATIONS	WINDSOR AVE, CAPE MAY, NJ 08204	RMS	

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
04/01/2026 09:00	2026-64949	0502		VEHICLE MAINTENANCE	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
04/01/2026 08:58	2026-64946	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE & READING AVE, CAPE MAY, NJ 08204	RMS	
04/01/2026 08:57	2026-64945	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, CAPE MAY, NJ 08204	RMS	
04/01/2026 07:38	2026-64890	0502		PRO-ACTIVE PATROL	CAPE MAY CITY	RMS	
04/01/2026 07:37	2026-64889	0502		MUNICIPAL ORDINANCE VIOLATIONS	LAFAYETTE CT, CAPE MAY, NJ 08204	RMS	
04/01/2026 07:36	2026-64888	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	

APPENDIX A

CAPITAL PROJECTS

Cape May City Project List

Projects under construction: $ 25,012,429.89
Projects under design: $ 69,563,428.00
Grants: $ 59,894,989.00

Promenade Preservation Project

Contractor: Fred Schiavone Constr
Engineer: DeBlasio Assoc

Construction Cost	$ 5,864,590.50		Grant	$ 6,722,552.00
Change Orders	$ 1,092,275.72		10% required Match	$ 672,255.20
Adjusted Contract	$ 6,956,866.22	18.62%		$ 7,394,807.20

Contractor restarted work. Working concrete repairs (Queen - Decatur); timber repairs (228 Beach ave to Broadway) COMPLETED; timber decking (Convention Hall) COMPLETED. Paving of promenade surface. Concrete repairs complete, setting benches. Working on punch list.

Police Station Building

Contractor: Ogren Construction

Architect: Robbie Conely

Engineer: EDA

Inspector: Authority

Anticipated Completion: March 2027

Construction Cost	$ 8,626,000.00			
Change Orders	$ -			
Adjusted Contract	$ 8,626,000.00	0.0%		

Contractor working on exterior block work. 2nd Floor slab done. Starting electric and mechanical. Anticipate setting 3rd floor around Memorial Day week.

Additional Expenses

Furniture:	$	180,000.00
IT	$	20,000.00
Security/ Cameras	$	150,000.00
Subtotal	$	350,000.00

2025 Water/Sewer Project

Contractor: L.Feriozzi Concrete

Engineer: DeBlasio

Construction Cost	$ 5,989,622.00		NJIB Principal For.	$ 7,000,000.00
Change Orders	$ -			
Adjusted Contract	$ 5,989,622.00	0.0%		

Roads: Illinois Ave; Ohio Ave; Idaho Ave; Stockton Place; Washington/Sydney.

All main and services complete for this phase. Base paving complete for Stockton Place. Reconstruction and base paving scheduled to be completed on Idaho Ave by Memorial Day.

Harborview Park

Contractor: Fred M. Shiavone
Engineer: EDA

Construction Cost	$ 1,748,956.13		County Grant	$ 1,397,366.00
Change Orders	$ -		Match 10%	$ 208,596.40
Adjusted Contract	$ 1,748,956.13	0.0%		$ 1,605,962.40

Setting foundation for pavilion. Placed concrete wall for seating. To start boardwalk construction.

Capital Sidewalk Project

Contractor: Ambient
Engineer: EDA

Construction Cost			Budget:	$ 600,000.00
Change Orders	$ -			
Adjusted Contract	$ -			

Project awarded Dec. 2025; Contracts have been signed. Contractor started on Ocean Ave and Columbia Ave.

Lifeguard HQ Renovations

Contractor: Marino Construction
Architect Robie Conley

Construction Cost	$ 1,168,645.00		Budget:	$ 1,500,000.00
Change Orders	$ 27,736.70			
Adjusted Contract	$ 1,196,381.70	2.4%		

Project Complete. Final locker installation scheduled for the first week in June.

Seawall Extension

Contractor:
Architect Colliers

Construction Cost			FEMA Mit Grant	$ 24,308,799.00
Change Orders	$ -		25% Match	$ 8,102,933.00
Adjusted Contract	$ -			$ 32,411,732.00

Colliers working on final plans. Awaiting sign-off and advancement from FEMA.
Congressman's VanDrew's office reports tat DHS has signed off on the project.

Desalination Plant

Engineer CME

CME has received NJDEP for permits (CAFRA and TWA). Working on scenarios to adjust water rates. Phase 1A out to Bid.

Project Phasing and Funding

	Funding	Funding Year	Budget Year	Grant Amount	City Match	Total
Phase 1b - Desal Equipment						
	WRDA	FY2026	2026/2027	$ 500,000.00	$ 165,000.00	$ 665,000.00
	WRDA	FY2027	2027/2028	$ 9,500,000.00	$ 3,135,000.00	$ 12,635,000.00
					Total Phase cost	$ 13,300,000.00
					2026 Bond	**$ 165,000.00**
					2027/2028 Bond	**$ 3,135,000.00**
Phase 1a - Water Treatment Facility						
	EPA	FY2024	before June 2026	$ 1,750,000.00	$ 437,500.00	$ 2,187,500.00
	Dept of Int	FY2026		$ 1,250,000.00	$ 312,500.00	$ 1,562,500.00
	NJIB	FY2026	before June 2026	$ 3,000,000.00	$ 7,000,000.00	$ 10,000,000.00
					Total Phase Cost	$ 13,750,000.00
					2026 Bond	**$ 12,000,000.00**
Phase 2 - Iron Removal						
	NJIB	FY2027	before June 2027	$ 3,000,000.00	$ 3,500,000.00	$ 6,500,000.00
					2027 Bond	**$ 6,500,000.00**
Phase 3 - Rehab Building & Energy Efficiency (Solar)						
	NJIB	FY2028	before June 2028	$ 2,000,000.00	$ 2,420,000.00	$ 4,420,000.00
					2028 Bond	**$ 4,420,000.00**
				55%	**44%**	
			TOTALS	**$ 21,000,000.00**	**$ 16,657,500.00**	**$ 37,970,000.00**

DCA ADA Grant PH1 & PH2

Contractor:

Engineer EDA

Construction Cost			FY2025	$ 195,600.00
			FY2024	$ 270,672.00
Change Orders	$ -		Match	$ 155,424.00
Adjusted Contract	$ -			$ 621,696.00

Met with MAC and Tennis Club to review scope of work and path of the ADA sidewalk and associated improvement. Draft Plans have been submitted

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

RESOLUTION NO. 163-04-2026

RESOLUTION AUTHORIZING APPROVAL OF A REQUIRED DISCLOSURE AWARD TO DKC CONTRACTORS FOR LANDSCAPING SERVICES

WHEREAS, the City of Cape May has a need for landscaping services for its daily operations as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, DKC Contractors, 661 Route 9, Cape May, NJ 08204, has proposed service in the amount of $52,000.00 for 28 cuts, acceptable to the City, which in the aggregate is expected to be in excess of the play threshold of $17,500.00; and

WHEREAS, the City sought multiple quotes in accordance with N.J.S.A. 40A:11-6.1; and

WHEREAS, DKC Contractors, 661 Route 9, Cape May, NJ 08204 has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED $52,000.00 are available.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Committee of the City of Cape May authorizes the Mayor to enter into a contract with DKC Contractors, 661 Route 9, Cape May, NJ 08204, not to exceed $52,000.00 for landscaping services.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026

_____

Erin C. Burke, City Clerk

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

Resolution: 163-04-2026
Amount: Not to Exceed $52,000

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from 6-01-26-310-218, 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

DKC CONTRACTORS
661 Route 9
Cape May, NJ 08204 USA
+16099726231

ESTIMATE # 735488
DATE 11/13/2025

ADDRESS
City of Cape May.
City of Cape May.
643 Washington Street
Cape May, NJ 08204

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	DATE	HOURS	RATE	AMOUNT
Landscape Labor Mowing service on properties that were discussed - 28 cuts annual		1	52,000.00	52,000.00

Please contact my bookkeeper Colleen at 609-425-3811 or colleen.osborn1211@gmail.com if you have any questions.

SUBTOTAL	52,000.00
TAX	0.00
TOTAL	**$52,000.00**

Accepted By

Accepted Date

If you have an email we can send invoices to, please include with check.
Please Include Invoice Number on Check. Thank You.
License #13VH05829800

DKC CONTRACTORS
661 Route 9
Cape May, NJ 08204 USA
+16099726231

ESTIMATE # 735488
DATE 04/02/2026

ADDRESS
City of Cape May.
City of Cape May.
643 Washington Street
Cape May, NJ 08204

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	DATE	HOURS	RATE	AMOUNT
Landscape Labor Mowing service on properties that were discussed - 28 cuts annual		1	52,000.00	52,000.00

Please contact my bookkeeper Colleen at 609-425-3811 or colleen.osborn1211@gmail.com if you have any questions.

SUBTOTAL	52,000.00
TAX	0.00
TOTAL	**$52,000.00**

Accepted By

Accepted Date

If you have an email we can send invoices to, please include with check.
Please Include Invoice Number on Check. Thank You.
License #13VH05829800

CITY OF CAPE MAY

PUBLIC WORKS DEPARTMENT

Assistant Superintendent
Walter (Rusty) Lindholm

Superintendent
Eric Prusinski

Administrative Clerk
Edie Kopsitz

To: Paul Dietrich, City Manager
From: Eric Prusinski, Superintendent of Public Works
Re: 2026 Lawn Cutting Locations

This is a list of all 18 locations the contractor will be cutting for 2026 Lawn Care Season:

*28 Cuts for each location below.

-Bank Street Lot
-Clay Street Circle
-Triangle @ Penn Avenue
-Triangle @ Missouri Avenue
-Triangle @ Reading Avenue
-Harborview Park
-Fisherman's Memorial
-Cape May Avenue
-Cape May Avenue Nature Trail
-Kiwanis Park (Madison Avenue Park)
-Madison Ave (MUA)
-Triangle @ Michigan Avenue
-Water Tower (Columbia Avenue)
-Benton Avenue
-110 Ocean Street (Community Center)
-Welcome Center
-Soldiers and Sailors Monument
-Lafayette Park

Thank you,

Eric Prusinski

PHONE
609-884-9570

830 CANNING HOUSE LANE
CAPE MAY, NJ 08204

FAX
609-884-8821

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

RESOLUTION NO. 201-05-2026

RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET PURSUANT TO CHAPTER 159 PL 1948 – 2024 LOCAL RECREATIONAL IMPROVEMENT

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the Year 2026, which are now available as a revenue and will be hereby appropriated as detailed below:

Revenue Title:	2024 Local Recreational Improvement
Appropriation Title:	2024 Local Recreational Improvement
Amount:	$73,000.00

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: CFO

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

RESOLUTION NO. 202-05-2026

RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET PURSUANT TO CHAPTER 159 PL 1948 – 2026 CLEAN COMMUNITIES

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cape May, hereby requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the budget of the Year 2026, which are now available as a revenue and will be hereby appropriated as detailed below:

Revenue Title:	2026 Clean Communities
Appropriation Title:	2026 Clean Communities
Amount:	$22,830.46

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____
Erin C. Burke, City Clerk

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

cc: CFO

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

RESOLUTION NO. 203-05-2026

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING A GRANT APPLICATION TO NEW JERSEY URBAN & COMMUNITY FORESTRY FOR THE 2026 GREEN COMMUNITIES GRANT

WHEREAS, the New Jersey urban & Community Forestry (NJUCF) provides grant opportunities for New Jersey Municipalities; and

WHEREAS, the NJUCF Green Communities grant is a reimbursement grant that serves to financially assist local governments in developing comprehensive Community Forest Management Plans (CFMPs); and

WHEREAS, two (2) grant categories are available for the 2026 Green Communities Grant funding: CFMP Development or Inventory & Planning; and

WHEREAS, City Management recommends applying for an Inventory and Planning grant; and

WHEREAS, in an effort to save tax dollars, the City of Cape May City wishes to apply for funding through the NJUCF for the above-referenced grant; and

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

1. City Council formally supports this application to the NJUCF 2026 Green Communities grant.

2. The City Manager, City Clerk, and any other appropriate City Official are hereby authorized to submit said grant application.

3. If awarded, City Council must accept the grant via resolution.

4. The Chief Financial Officer must certify that sufficient funding is available for any potential City match, should it be required by the grant regulations.

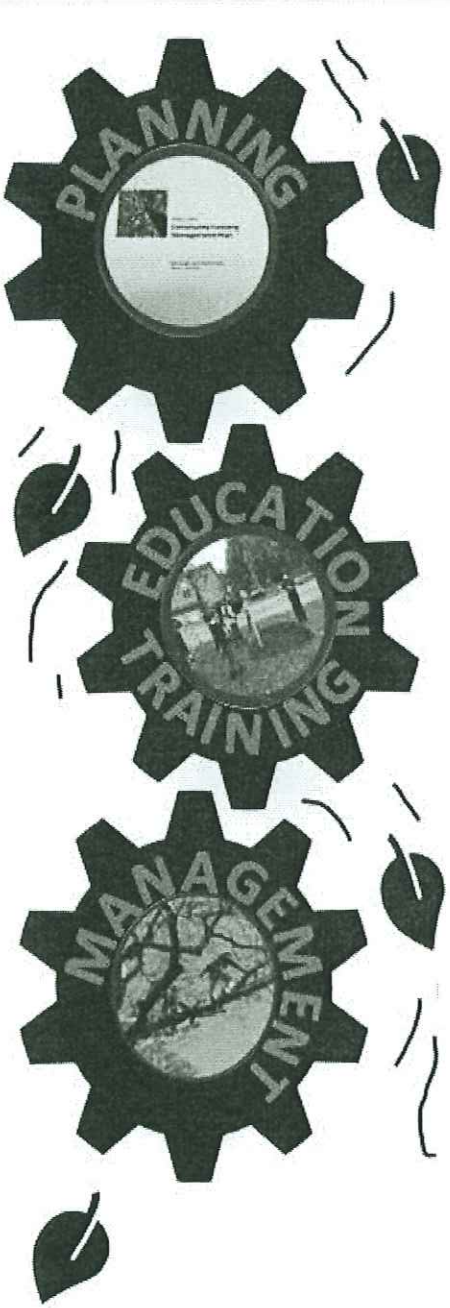
I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026

_____

Erin C. Burke, City Clerk

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

cc: City Manager
STC



NJ Urban & Community Forestry Program (NJUCF)

2026 NJUCF

Green Communities Grant Request for Proposals (RFP)

Applications accepted on a rolling basis

Submit proposals via the: Electronic Grant Application System

NJDEP SAGE

NJ Urban and Community Forestry Program
Mail Code 501-04, PO Box 420, Trenton, NJ 08625
609.292.2532 | www.communityforestry.nj.gov

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I. Purpose

Pursuant to the New Jersey Shade Tree and Community Forestry Assistance Act, N.J.S.A.13:1L-17.4(c), one purpose of the New Jersey Forest Service Urban and Community Forestry program (NJUCF) is to provide grants to local governments and shade tree commissions to assist in the writing and implementation of a comprehensive Community Forest Management Plan (CFMP) to the extent monies are appropriated or otherwise made available. The NJUCF Green Communities Grant was established to provide this financial assistance.

Grants are awarded to encourage the development of CFMPs and projects that strongly link the use of best management practices to achieve urban and community forestry management goals defined in theCFMP.

II. Source of Funding & Statutory Citations

Grant funding comes from the New Jersey Shade Tree and Community Forest Preservation License Plate Fund (N.J.S.A. 39:3-27.81), and the No Net Loss Compensatory Reforestation program (N.J.S.A. 13:1L-14.2(c)).

III. Eligibility (Applicants & Projects)

Applicants from local governments interested in applying for NJUCF grants must **first register and obtain a User IDand Password** via NJDEP SAGE, if they have not previously done so.

Only municipal and county governments in partnership and collaboration with local shade tree departments, commissions, tree committees, tree boards, or tree councils who are legally responsible for tree and forest management are eligible to apply for a grant. Entities that are not eligible for this grant funding, such as non-profit organizations, green teams, environmental commissions, businesses, and community groups, are encouraged to partner with eligible applicants to expand the reach of the proposed projects, furthering the urban and community forestry goals of the local government.

Only projects carried out on public property owned or maintained by a municipal or county government are eligible for grant funding.

IV. Green Communities Grant Categories & Funding Allocations

Two (2) grant categories are available for 2026 NJUCF Green Communities Grant funding: CFMP Development or Inventory & Planning

CFMP Development Grants

- Grants up to $5,000 may be awarded. This grant is to develop a community forest management plan utilizing January 2024 plan guidelines found here. This grant is only for those municipalities or counties that currently have an inventory that meets the minimum requirements outlined in the guidelines (see Appendix 2) and was conducted by a qualified consultant (See Appendix 6). This could be an existing partial or complete inventory. Please submit your inventory to the NJFS along with your application in order for the NJFS to verify your inventory meets the new requirements.

Inventory & Planning Grants

- **This category of Planning grant is for those counties or municipalities that are developing their first CFMP or updating an expiring CFMP and need to conduct an inventory that complies with the 2024 CFMP guidelines. Municipalities or counties that have a current CFMP and qualified inventory are not eligible to apply for funds to augment their inventory at this time.**

Grants up to $20,000 may be awarded, of which up to $5,000 can be used for the CFMP development. This will include a partial or full inventory of your municipal trees as well as the preparation of a plan utilizing the 2024 updated guidelines. The inventory project can include, but is not limited to:

- Tree inventories.
- Risk tree assessments.
- Post-storm inventory or assessments.
- Insect and disease surveys
- Any combination of these activities.

Emerald Ash Borer (EAB) treatments and ash tree removals are not eligible for this funding.

Grant applications must include details and estimates on services and supplies associated with the proposed project (e.g., software type such as inventory, GIS, work order development, or supplies to be less than $5,000 for continued update and utilization of inventory and work order creation). These estimates must be obtained no earlier than 2 months prior to submitting your application. Regarding supplies, no more than $5,000 in total can be reimbursed for electronic tablets, inventory software and licensing, or GIS (see Appendix 1). These expenditures are only applicable for the Planning and Inventory $20,000 grant.

The intent of the grant is for communities to understand their urban and community forest composition and structure, and to update or initiate management plans based on the gained knowledge to better inform management decisions (see Appendix 7).

V. Grant Requirements

Grantees agree to comply with all applicable federal, state, and municipal laws, rules,regulations, and written policies. All recipients of grant funds will need to execute a grant agreement with NJFS UCF and must comply with the general terms and conditions as defined in the grantagreement including, but not limited to:

CFMP Development Grants:

General

The CFMP must be written and submitted in accordance with the January 2024 CFMP guidelines. The guidelines can be found at the Urban and Community Forestry webpage. The Grantee shall submit its CFMP to the NJFS Urban and Community Forestry Program in time for review and approval by the Program prior to the expiration of the two-year Work Period. In order to best meet this deadline, the NJFS Urban and Community Forestry Program recommends the following actions:

(1) Within ninety (90) days of receiving acknowledgment of the award, select a forestry professional to assist in creating the CFMP, and advise the NJFS Urban and Community Forestry Program.

(2) Submit the CFMP within 20 months of the start of the Work Period to allow time for any needed amendments and plan approval, as CFMP must be approved by the end of the Work Period.

(3) Submit your previously completed inventory prior to application to allow for review and approval by the NJFS to verify the inventory meets the updated 2024 criteria.

- All projects must be completed within the defined Work Period in the grant agreement. If a project will not be completed during the Work Period, the grantee may request an extension consistent with procedures defined in the grant agreement.

  The Work Period commences on the date the grant award announcement is distributed via the NJDEP SAGE system and ends two (2) years from the start of the Work Period.

- Grantees are required to comply with all progress reporting requirements,including submitting annual reports through the NJDEP SAGE system.

Inventory & Planning Grants:

General:

The CFMP must be written and submitted in accordance with the January 2024 CFMP guidelines. The guidelines can be found at www.communityforestry.nj.gov. The Grantee shall submit its CFMP to the NJFS Urban and Community Forestry Program in time for review and approval by the Program prior to the expiration of the two-year Work Period. In order to best meet this deadline, the NJFS Urban and Community Forestry Program recommends the following actions:

(1) Within ninety (90) days of receiving acknowledgment of the award, select a forestry professional to assist in creating the CFMP, and advise the NJFS Urban and Community Forestry Program.

(2) Submit the CFMP within 20 months of the start of the Work Period to allow time for any needed amendments and plan approval, as CFMP must be approved by the end of the Work Period.

(3) Submit your completed inventory prior to 12-14 months of the start of the Work Period to allow for review and approval by the NJFS to verify the inventory meets the updated 2024 criteria.

- All projects must be completed within the defined Work Period in the grant agreement. If a project will not be completed during the Work Period, the grantee may request an extension consistent with procedures defined in the grant agreement.

  The Work Period commences on the date the grant award announcement is distributed via the NJDEP SAGE system and ends two (2) years from the start of the Work Period.

- Grantees are required to comply with all progress reporting requirements,including submitting annual reports through the NJDEP SAGE system.

Financial: (Both Grants)

- NJUCF Grants are reimbursement grants. All invoices must be paid in full by the grantee to be considered for reimbursement; **advance payments will not be made.**

- **Salaries or wages of grantee employees are NOT eligible for reimbursement from grant funding**. Work performed by grantee employees may count as grantee match only. (Appendix 3). **Only the cost of services provided by contractor(s) hired by the grantee to develop and carry out the workplan may be reimbursed.** This includes the cost of the services of both the contractor's forestry professional and any contractor support staff aiding the professional in the conduct of the work. The contractor's forestry professional should be a(n) NJ Approved

Forester, Society of American Foresters' Certified Forester, International Society of Arboriculture Certified Arborist, NJ Licensed Tree Expert (LTE), or other professional who abides by the current forestry best management practices and arboricultural industry standards.

- Grantees will use their own procurement procedures that reflect applicable state and local laws and regulations. Applicable state requirements shall be incorporated into any subcontracts awarded by the grantee under the grant agreement.

- The Department shall reimburse the Grantee only after: (1) the CFMP is approved by the State Forester; (2) the Grantee submits an Expenditure Report, as required by the General Terms of this grant agreement, that includes detailed written receipts for costs for which the Grantee seeks reimbursement and are either marked as paid or accompanied by cancelled checks as proof of payment; (3) the Grantee submits written proof of Grantee's match, authorized by a Grantee official; and (4) the Department determines that all costs were properly incurred, and the Grantee's match properly made.

- The Grantee's Expenditure Report, receipts, and proof of match shall be submitted electronically through NJDEP SAGE within thirty (30) days of approval of the CFMP. Grant funds may be used only to satisfy obligations which arise during the Work Period, and only as fully documented in accordance with this agreement.

- Grant funds can only be used to reimburse expenses incurred within the Work Period as defined in the grant agreement. Grantees are only reimbursed for expenses which are part of the approved grant project.

- All grantees are required to provide a matching contribution that equals 25% of the grant award. Matching contributions can come from in-kind services (volunteer work) and/or cash (including employee salaries) in support of activities included in the approved grant agreement. Volunteer and employee time toward the match must be documented in detail and reported with payment requests. Payments to grantees will only be made upon submission of a properly completed financial report in NJDEP SAGE and includes invoices, bills, and other documents necessary to justify the payment. See Appendix 3 for more details.

- Grantees must maintain records that adequately identify the source and application of funds provided from all sources for projects. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract, and sub-grant award documents, etc.

NJUCF Green Communities Grant Project Specifics:

All Grant projects must comply with the following terms and conditions:

- Community Forest Management Plans must comply with January 2024 Guidelines found here. These plans must be approved by the State Forester in order to be eligible for reimbursement.

- Grant funded inventories must be uploaded to and submitted through NJDEP SAGE in Excel (xls) format with the final progress report. See Appendix 7.

- Grant funded inventories must collect and/or format data using standards and definitions as defined by the USDA Forest Service iTree ECO Guide to Importing an Existing Inventory. See Appendix 2 for required inventory data.

- Grant funded inventories must use the full scientific name (*Genus species)* and/or the USDA Forest Service i-Tree ECO species code assigned for each tree genus and species.

- The Inventory and Assessment Project Planning Worksheet must be uploaded to the attachments with the application in SAGE. **No Inventory activities shall begin until the Inventory and Assessment Project Planning Worksheet is approved by the NJUCF Program.** See Appendix 4.

- Inventory & Planning Grants support the hiring of a professional to conduct a scientifically rigorous urban forest inventory and analysis. **These grants can NOT be used toward a volunteer-led inventory or data collection.** See Appendix 6.

VI. Reporting and Accountability

For Both Types of Grants:

Grantees must comply with financial and progress reporting requirements and all required submissions and deadlines for accountability as defined in their executed grant agreement.

- Annual progress reports. The first progress report is due one (1) year after the start of the Work period. Progress reports are due each year thereafter until the Work period ends, including extensions of the Work period.
- Submit previous or new inventory for approval prior to plan development.
- Submitted CFMP must be approved by the NJFS.

Financial Reporting:

- All Grantees are required to provide a matching contribution that will equal twenty-five percent (25%) of the grant award. Volunteer hours and employee time toward the match must be documented in detail and submitted with financial reports in SAGE. See Appendix 3.

Matching funds and all contributions, including cash and third party in-kind contributions, shall be accepted as part of the Grantee's cost-sharing or matching when such contributions meet all of the following criteria:

a. Are verifiable from the Grantee's records;

b. Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;

c. Are used to support activities provided in the Approved Project Budget;

d. Are contributed within the Work Period.

- All invoices must be paid in full by the Grantee to be considered for reimbursement; advanced payments will NOT be made. The Grantee must maintain records that adequately identify the materials purchased and payments made for this project. These documents will be uploaded into the SAGE financial report.

VII. Proposal Requirements

- Local governments interested in applying for NJUCF grants must **first register and obtain a User ID and Password** via NJDEP SAGE, if they have not previously done so.

- Only one proposal may be submitted by a local government unit. Register your municipality or county as the organization seeking this grant. Use your municipal or county address and telephone number.

- The grant request cannot exceed the funding allocations described in this RFP.

- Proposals must be accompanied by:
  - resumes, work histories, and/or qualifications of all project participants (as appropriate) as defined in Sections VIII and IX of this RFP;
  - proof of insurance coverage for the current calendar year (ACORD certificates of insurance preferred), including coverage for commercial general liability, automobile liability, employers' liability and workers' compensation.

- Proposals must identify:
  - a **Project Manager** who acts as the primary contact for the NJ Urban and Community Forestry Program regarding project work and coordinates the project for the municipality within the Work Period of the grant agreement, providing timely reports on implementation and performance; and
  - a **Grant Manager** who is a municipal or county employee and acts as the primary contact for execution and administration of the grant agreement, reporting, and payment transactions.

- Matching funds are required and can be met through in-kind volunteer contributions and cash from local, state, federal government, or other entities (See Appendix 3).

All contacts and information associated with grant roles in NJDEP SAGE MUST be filled out completely and accurately for eligibility for the grants.

VIII. Project Submission and Selection

ALL NJUCF GREEN COMMUNITIES GRANT PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE NJDEP SYSTEM FOR ADMINISTERING GRANTS ELECTRONICALLY (SAGE).

Local governments interested in applying for NJUCF grants must **first register and obtain a User ID and Password** via NJDEP SAGE, if they have not previously done so.

NJDEP SAGE registered users can identify the grants NJUCF has available, submit grant applications, monitor applications under consideration, communicate with the NJUCF grant team,as well as request changes and manage grants via the NJDEP SAGE system.

All submissions must include complete grant proposal application forms and all supporting documentation. This includes:

- **Grant Proposal Application Forms** – available online after registering in NJDEP SAGE.

- **A Certificate of Insurance (ACORD) form** for the municipal or county applicant for the current year. The State of New Jersey, NJDEP, PO Box 420, 428 E. State Street, 4th Floor, Trenton NJ 08625-0420 must be listed as the certificate holder. Coverage should include commercial general liability, automobile liability, employers' liability, and workers' compensation.

- **Resumes and consultant qualifications** – Provide resumes and documentation of qualification (for example, copy of Certified Forester, NJ Certified Tree Expert, or ISA CertifiedArborist credential) for all parties, as appropriate, involved in implementing the grant.

NJ Forest Service staff will review and evaluate project proposals.

Proposals will be fully funded to the extent possible. NJUCF reserves the right to reallocate the number and amount of grant awards based on the quantity and/or quality of proposals received.

IX. Helpful Links:

NJ Forest Service, Urban & Community Forestry Program

NJ Forest Service 2024 CFMP Guidelines: community-forestry-management-plan-guidelines.pdf (nj.gov)

NJDEP System for Administering Grants Electronically (NJDEP SAGE)

ANSI 300 Standards (Parts 1-9). Available from the Tree Care Industry Association

ANSI Z60.1 American Standard for Nursery Stock (2014). American Nursery and Landscape Association.

Independent Sector Volunteer Rate. Click on "Download State-by-State Data" to find the rate specific for NJ, as it is higher than the national average.

Vibrant Cities Lab - Vibrant Cities Lab : Resources for Urban Forestry, Trees, and Green Infrastructure

Appendix 1
Tree Inventories: Introduction & Available Software

An urban forest inventory locates, documents, and characterizes individual trees or groups of trees in a given community, typically noting attributes such as species, size, condition, and location. Some communities conduct an inventory for safety and maintenance planning purposes, for example, by identifying individual trees that require pruning, watering, or removal. Sites for potential tree plantings can also be identified. Inventories can also note characteristics of local infrastructure, such as sidewalk condition or overhead utility line presence.

An important objective of any community should be to maximize the benefits of their trees. Urban forest inventories enable communities to engage in proactive management of their urban forest by providing the information necessary to do so and identifying patterns that may not have been noticed otherwise.

Items to consider when preparing to conduct an inventory include the following:

- What information needs to be collected?
- Who will collect the data?
- How will the data be collected?
- What materials will be needed for the inventory?
- How will the data from the inventory be used?

Communities have options for conducting the inventory: a simple assessment of the number of trees and the type of tree in the right-of-way or a more in-depth survey determining the health and risk associated with the trees.

NJUCF-funded tree inventories must be conducted by professionals, including but not limited to certified arborists and NJ Licensed Tree Experts. Volunteer-based data collection will not be funded under these grants.

As the amount of information desired from the tree inventory increases, the level of expertise required for the professionals conducting the inventory will also increase. It is recommended that risk assessments be conducted by an ISA TRAQ trained NJ Licensed Tree Expert. Verify that your professional is adequately qualified to collect the data you need in your tree inventory. See Appendices 2, 4, and 6 for additional information.

Software programs should be used to manage inventory data. The price of urban treeinventory software varies. The initial purchase of a software program can be funded by this grant, which includes a single or multi-year bundle software package from a vendor. NJUCF does not fund the renewal of a software program.

Grant funded inventories must be submitted electronically as a final deliverable to NJUCF in Excel (.xls) format.

Appendix 2
Setting up for Inventory Projects

It is strongly recommended that the grantee research software packages and costs associated with the inventory data they intend to collect. Discuss internally with other departments and organizations that may use the inventory data in their day-to-day job duties to determine the most useful data for your municipality/county.

Departments or other organizations to consider may include:

- Department of Public Works
- Shade Tree Commission (Committee, Advisory Board etc.)
- Green Team
- Environmental Commission (Committee, Advisory Board etc.)
- Mayor and Council
- Planning or Engineering Department
- Office of Sustainability
- Other

Data Collection Fields:

****At a minimum**, the following data must be collected in an NJUCF-funded Canopy Resiliency grant:

- Species – Common and Scientific name
- DBH – 2-inch increments
- Current Height – Small (less than 25 feet), Medium (25-50 feet), and Large (greater than 50 feet)
- Potential Height (expected at maturity).
- Condition (5-1) – The rating scale: 5 = Good, 4 = Fair, 3 = Poor, 2 = Very Poor, and 1 = Dying/Dead.
    - Good condition constitutes: <10% dieback, missing crown, visible structural damage, and injury from diseases and pests
    - Fair: 10% -25%
    - Poor: 25-50%
    - Very poor: 50-75%
    - Dying/dead: >75%
- Location – GPS Coordinates and/or closest street address

Additional data fields that can be collected include:

- Risk Assessment
- Maintenance Recommendation
- Canopy Width
- Photo
- Insect or Disease

Appendix 3
Meeting the Match Requirements for the NJUCF Grants

Match or cost-share is the portion of the project cost that is not reimbursed by the New Jersey Urban and Community Forestry Program (NJUCF) Planning Grant. All activities and expenses used for the match must take place/ be earned within the Work Period of the grant agreement and must be documented thoroughly.

Volunteer Match

Volunteer time as in-kind contributions are encouraged. To establish a value for the average hourly rate of volunteer time in New Jersey, refer to the website of the Independent Sector. Click on "Download State-by-State Data" to find the rate specific for NJ, as it is higher than the national average.

NJUCF STEWARDSHIP GRANT VOLUNTEER MATCH LOG

DATE (MM/DD/YYYY)	ACTIVITY	VOLUNTEER NAME	HOURS WORKED	INDEPENDENT SECTOR VOLUNTEER RATE	VALUE OF VOLUNTEER TIME (=HOURS WORKED x RATE)
TOTAL					

Example log to track volunteer hours to match a NJUCF Stewardship Grant.

Activities that could count toward your match:

- Time spent selecting the project contractor
- Telephone calls, email exchanges, and meetings with the contractor about the project
- Member attendance at Shade Tree Commission, Environmental Commission, or Green Team meetings where the project is discussed, provided they take place during the Work Period of the grant agreement
- Development of outreach and educational materials about the NJUCF grant project
- Creating social media posts about the project
- Organizing a meeting to inform the community about the NJUCF project: what the purpose is; why it is taking place; where and when it will take place; and how it is being conducted
- Promoting the organization's efforts to manage the community's trees and forests on Arbor Day or at local fairs and festivals during grant period
- Tracking contributions of volunteer time for the match
- Preparing grant progress reports

Cash Match

The employee's standard hourly rate of compensation should be used to establish the value of the cash match. Fringe benefits can be counted but should be calculated separately. Here are some examples of employee time that could count toward your match:

- Managing the grant: record keeping, reporting, communicating with NJUCF, and preparing financial documents for payment
- Selecting, hiring, and paying the project contractor
- Meeting with the contractor and assisting the contractor on the project
- Preparing annual grant progress reports to NJUCF
- Reviewing drafts and approving the final grant project report

Expenditures

- Cash payments for the project made to the contractor that were over and above the grant award could count toward the match.

Appendix 4

Inventory and Assessment Project Planning Worksheet

Software Programs:

In this section, identify information regarding inventory software program usage and any associated costs.

1. A. Does the grantee intend to use a software program?
   ☐ Yes ☐ No

   B. If yes, which program?

2. A. Does the grantee intend to purchase a software program with grant funds?
   ☐ Yes ☐ No

   B. If yes, which one?

3. A. Does this software purchase include access for a single year or multi-year (also known as a bundle package)?
   ☐ Single Year ☐ Multi-Year/Bundle

   B. If multi-year, how many years are offered in the subscription?

4. How much does the estimated software purchase cost for investment? Indicate a single year and bundle if possible.

Inventory Methodology and Data Field Collection:

In this section, identify the inventory methods and data fields you have selected for the project.

1. What data fields are being collected? Refer to Appendix 2 of the 2023 RFP if needed.
   - ☐ Species (REQUIRED)
   - ☐ DBH (REQUIRED)
   - ☐ Current Height (REQUIRED)
   - ☐ Expected Mature Height (REQUIRED)
   - ☐ Condition (REQUIRED)
   - ☐ Location (preferably GPS) (REQUIRED)
   - ☐ Maintenance Recommendation
   - ☐ Risk Assessment
   - ☐ Canopy Width
   - ☐ Photo
   - ☐ Insect or Disease
   - ☐ Vacant planting space
   - ☐ Other(s) PLEASE SPECIFY_____

2. A. What methodologies are being employed to conduct the inventory?

   B. If Risk Assessment is selected above, please identify if the TRAQ system will be implemented or an alternative. If an alternative is being used, outline the methodology of the risk assessment.

3. What is the area(s) of concentration for the inventory?

4. What type of inventory is being conducted? For example, note whether this will be a sample-based, partial, or complete inventory.

Consultant and Costs:

In this section you will identify a consultant/contractor or potential consultant/contractor and the associated costs.

1. A. Has a contractor or consultant been selected?

   ☐ Yes ☐ No

   B. If yes, who is the contractor or consultant?

2. Estimated cost of the inventory for this project. Please break down software package vs. consultant fees for project completion. Note the cost of the project can next exceed the requested/awarded amount by the NJUCF Program.

3. Matching Update:

   Provide the NJUCF Program with a matching update to your activities, please use the in-kind tracker excel spreadsheet to complete the matching update.

Urban Forest Structure and Composition Report:

In this section you will identify the information that will be in the Urban Forest Structure and Composition Report. The following are **required components**:

- ☐ Description of inventory and other relevant data collection methodologies (REQUIRED)
- ☐ Genus composition (REQUIRED)
- ☐ Species composition (REQUIRED)
- ☐ Size class distribution (REQUIRED)
- ☐ Tree condition distribution (REQUIRED)

If maintenance recommendations are collected, the UFSC Report may include the following:

- ☐ Recommended maintenance / priority list for the inventoried area(s)
- ☐ Recommended timeline for addressing maintenance issues
- ☐ Breakdown of overall maintenance needs by collected category

If planting locations/vacancies are recorded, the UFSC Report may include:

- ☐ Planting recommendations
- ☐ Recommended planting priority areas
- ☐ Recommended planting timeline to maintain, increase, or replace removed canopy
- ☐ Breakdown of stocking levels (planted, vacant, and stumps)

If an Eco Benefit analysis is part of software package or a need of the community, the following values may be included with the UFSC report:

- ☐ Carbon storage
- ☐ Carbon sequestration
- ☐ Stormwater reduction
- ☐ Pollutant removal
- ☐ Other(s) PLEASE SPECIFY_____

Appendix 5

Glossary of Terms

Term	Definition
DBH	Diameter at Breast Height
Forest inventory	A set of objective sampling methods designed to quantify the spatial distribution, composition, and rates of change of forest parameters within specified levels of precision for the purposes of management.
Risk	The relative probability of any of several alternative outcomes as determined or estimated by a decision maker when the actual outcome of an event or series of events is not known.
Risk-rating system	A prediction of the probability that a tree will die within a specified period of time.
Risk Assessment (1998 Hazard tree inspection)	Close observation of trees that have been identified as a potential risk, for failure that would cause injury to a person or damage to property.
Hazard	Likely source of harm
Site Preparation	Hand or mechanized manipulation of a site, designed to enhance the success of regeneration.
Reforestation	The reestablishment of forest cover either naturally (by natural seeding, coppice, or root suckers) or artificially (by direct seeding or planting)
Afforestation	The establishment of a forest or stand in an area where the preceding vegetation or land use was not forest.
Sample	A part of a population consisting of one or more sampling units selected and examined as representative of the whole.
Species	The species is the basic unit of taxonomy on which the binomial system has been established; the lower taxonomic hierarchy is species, subspecies, variety, and forma.
Cultivar	A clone, race, or product of breeding selected from a population of plants because it has desirable characteristics and is generally more or less genetically uniform. Non-Latin name and designated cultivar.
Variety	An assemblage of cultivated individuals distinguished by any useful, reproducible character(s), usually termed a cultivar.

Appendix 6
Qualifications of Professionals

NJ Approved Forester List	Pursuant to N.J.A.C. 7:3-2, the Department of Environmental Protection (DEP), New Jersey Forest Service, maintains a list of foresters approved to annually attest that a landowner is in compliance with the woodland management plan or *forest stewardship plan and respective programs.* https://www.nj.gov/dep/parksandforests/forest/docs/ACF.pdf
NJ Licensed Tree Expert	A Licensed Tree Expert (LTE) is a person who has been examined and proven to be competent in the science and art of diagnosing, treating and preventing tree injuries. These professionals demonstrate high ethical and moral standards in management techniques required in the science of tree care. Licensed Tree Experts must obtain continuing educational credits over their licensing period, thereby ensuring LTEs are up to date on new information, skills and techniques in the tree care profession. https://www.njbte.org/
SAF certified forester	Society of American Foresters https://www.eforester.org/Main/Certification/Find_a_Certified_Professional.aspx
ISA Licensed Arborist	Trained and knowledgeable in all aspects of arboriculture. Have met all requirements to be eligible for the exam, which includes three or more years of full-time, eligible, practical work experience in arboriculture and/or a degree in the field of arboriculture, horticulture, landscape architecture, or forestry from a regionally accredited educational institute. This certification covers many topics giving the candidates flexibility in the arboricultural profession. https://wwv.isa-arbor.com/certification/index
ISA Certified Arborist Utility Specialist	Has a minimum of 2000 hours experience over two years in electric utility vegetation management or has served as a consultant to a utility, with a minimum of 4,000 hours over a maximum 10-year period. The candidate must work in utility vegetation management. They have been tested on topics such as electric utility pruning, program management, integrated vegetation management, electrical knowledge, customer relations, and storm response.
ISA Certified Arborist Municipal Specialist	Credential holders are current ISA Certified Arborists® who have chosen municipal arboriculture or urban forestry as a career path. They have obtained a minimum of three additional years of work experience managing the establishment and maintenance of urban trees. Experience requirements include communication skills, public relations, administration, risk management, arboricultural practices,

	and policy planning in a municipal setting.
ISA Certified Tree Worker Climber Specialist	Candidates must have the skill and endurance to climb trees, demonstrate high regard for safety, and be able to get the job done off the ground. This credential is different from the other certifications because you are tested in both a classroom setting and a field setting. Candidates must have training in aerial rescue, CPR, and First Aid to obtain this certification.
ISA Certified Tree Worker Aerial Lift Specialist	Certification requires candidates to demonstrate their ability to perform as a competent aerial lift operator. The knowledge gained with this certification can improve the productivity, quality of care, and safety practices of those who earn the credential. Along with proven knowledge of CPR and first aid, candidates have been tested on safety procedures, and must be able to complete thorough truck and tree inspection.
ISA Board Certified Master Arborist	Credential is the highest level of certification offered by ISA. This credential recognizes ISA Certified Arborists® who have reached the pinnacle of their profession. In addition to passing an extensive scenario-based exam, candidates must abide by a Code of Ethics, which ensures quality of work. Fewer than two percent of all ISA Certified Arborists® currently hold this certification.
TRAQ	ISA Tree Risk Assessment Qualification

Appendix 7

Measurable Outcomes

Inventory and Planning Grants:

For the Inventory & Planning grants there are two required outcomes for NJUCF reporting purposes. Additional reports may be requested depending on the data that is collected during the inventory process.

Required:

1. Raw Inventory in Excel Format
2. Community Forest Management Plan

Additional Outcomes (not required):

1. Maintenance Recommendations (Plan/List/Report)
2. Planting Palette Recommendations
3. Ecological Benefit Report

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

RESOLUTION NO. 204-05-2026

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING A GRANT APPLICATION TO NEW JERSEY URBAN & COMMUNITY FORESTRY FOR THE CANOPY MAINTENANCE 2026 GRANT

WHEREAS, the New Jersey urban & Community Forestry (NJUCF) provides grant opportunities for New Jersey Municipalities; and

WHEREAS, the NJUCF Canopy Maintenance 2026 grant will be awarded to ten (10) towns, for the amount of $25,000 each. This is reimbursement grant, and is designed to conduct maintenance; pruning; and/or removal of hazardous trees; and

WHEREAS, in an effort to save tax dollars, the City of Cape May City wishes to apply for funding through the NJUCF for the above-referenced grant; and

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

1. City Council formally supports this application to the NJUCF Canopy Maintenance 2026 Grant.

2. The City Manager, City Clerk, and any other appropriate City Official are hereby authorized to submit said grant application.

3. If awarded, City Council must accept the grant via resolution.

4. The Chief Financial Officer must certify that sufficient funding is available for any potential City match, should it be required by the grant regulations.

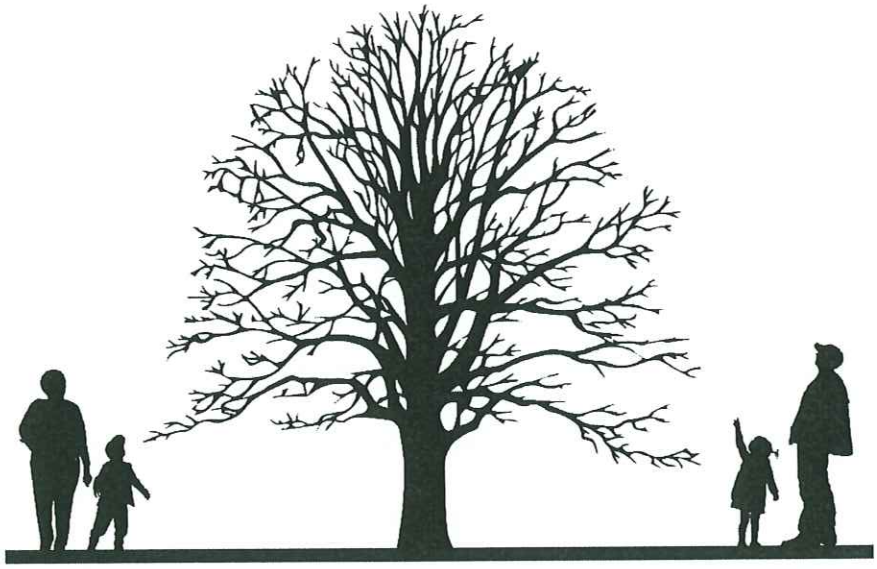
I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026

_____

Erin C. Burke, City Clerk

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

Cc: City Manager
STC



NJ URBAN & COMMUNITY FORESTRY

NJUCF Stewardship Grant - Canopy Maintenance 2026

REQUEST FOR PROPOSALS (RFP)

Announcement Date: April 24, 2026

Application Due by June 12, 2026 by 5:00 p.m.

Submit your application via the

NJDEP SAGE Website

NJ Urban and Community Forestry Program
Mail Code 501-04, PO Box 420, Trenton, NJ 08625 609.292.2532 |
www.communityforestry.nj.gov
https://www.facebook.com/NJurbanandcommunityforestry

What is the NJ Urban & Community Forestry Program?

The New Jersey Urban & Community Forestry Program (NJUCF) is authorized by the New Jersey Shade Tree and Community Forestry Assistance Act (N.J.S.A. 13: 1L-17.1 to -17.9). Through this program we work with municipalities such as yours to encourage, promote, and support the stewardship and effective management of trees and forest ecosystems in New Jersey's communities. We do this through both technical and financial assistance to help you establish, grow, and maintain a healthy urban and community forest. You can find out more here about the NJUCF program.

What is the maximum grant amount we can seek?

NJUCF is seeking to award ten (10) local governments $25,000 for urban forest maintenance.

Who is eligible to apply?

- Only municipal and county governments in partnership and collaboration with local shade tree departments, commissions, tree committees, tree boards, or tree councils who are legally responsible for tree and forest management are eligible to apply for a grant.

- Only projects carried out on public property owned or maintained by a municipal or county government are eligible for grant funding.

- Applicant must have a current inventory in place, and a TRAQ evaluation must be completed for trees to be removed.

- Applicants MUST be NJUCF Accredited for the year 2025. To verify 2025 accreditation status click here: (www.communityforestry.nj.gov).
  Accreditation means that the applicant has:
  - A currently approved Community Forestry Management Plan (CFMP).
  - Two (2) Core trained representatives - one (1) municipal employee and one (1) volunteer.
  - Satisfied the annual Continuing Education Unit (CEU) requirement - a total of eight (8) CEUs between at least two (2) individuals each calendar year (this requirement does not apply to applicants who are in the initial year of CFMP implementation).
  - Met the Annual Accomplishment Reporting requirement for the previous calendar year.

- Applicants cannot have an open Leafing Out Grant (LOG) for Management.

- Applicants cannot have an open 2021, 2022 or 2023 Stewardship Grant.

Projects must provide a clear connection to the applicant's current, approved CFMP goals, objectives, and action items, and fall within the grant category detailed below to be eligible for funding consideration. Projects must have a current inventory and points will be given for a completed TRAQ evaluation.

What does the NJUCF Stewardship Grant - Canopy Maintenance cover and when?

- The 2026 Stewardship Canopy Maintenance Grant offers reimbursement for tree pruning/maintenance and removals. Up to $25,000 may be awarded for tree pruning, hazard tree removal or a combination of the two. You will need to have an approved NJUCF maintenance plan for grant activities. Specific requirements to be found in the tree maintenance and removal plan guidelines, but ultimately will include TRAQ evaluation, locations, species, photographs, justification, etc.

- All grant activities must be completed within 2 years pf grant award.

Is this a reimbursement grant?

- The 2026 Stewardship Canopy Maintenance Grant is a reimbursement grant. All invoices must be paid in full by the grantee to be considered for reimbursement; advance payments will not be made.

- Grant funds can only be used to reimburse expenses incurred within the work period as defined in the grant agreement. Grantees are only reimbursed for expenses which are part of the approved grant project.

- Payments to grantees will only be made upon submission of a properly completed financial report in NJDEP SAGE that must include invoices, bills, cancelled checks, proof of matching requirement, and other documents necessary to justify the payment.

- Grantees will use their own procurement procedures that reflect applicable federal, state and local laws and regulations. Applicable federal and state requirements shall be incorporated into any subcontracts awarded by the grantee under the grant agreement.

- Grantees must maintain records for projects that adequately identify the source and application of funds provided from all sources. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts, and sub-grant award documents, etc.

- Salaries or wages of an employee of the grantee are NOT eligible for reimbursement from grant funding. Only the cost of services provided by vendor(s)/contractor(s) hired by the grantee to develop and carry out the workplan may be reimbursed. This includes the cost of the services of both the contractor's forestry professional and any contractor support staff aiding the professional in the conduct of the work. The contractor's forestry professional should be a(n) NJ Approved Forester, Society of American Foresters' Certified Forester, International Society of Arboriculture Certified Arborist, NJ Licensed Tree Expert (LTE), or other professional

who abides by the current forestry best management practices and arboricultural industry standards. Risk assessment and tree care must be done by an NJ LTE.

- All invoices must be paid in full to be considered for reimbursement; advanced payments will NOT be made. The Grantee must maintain records that adequately identify the materials purchased and payments made for this project. These documents will be uploaded into the SAGE financial report.

Is there a match requirement?

Yes, there is a required 25% match, which can be met through cash or in-kind methods.

All Grantees are required to provide a matching contribution that will equal twenty-five percent (25%) of the grant award. Volunteer hours and employee time toward the match must be documented in detail and submitted with financial reports in SAGE.

How many total grants do you expect to award?

- NJUCF expects to award ten (10) $25,000 grants.

How will my grant application be scored?

- NJ Forest Service, Urban and Community forestry program staff will review, evaluate, and score project proposals based on your ability to demonstrate enthusiasm and commitment to see the project through to the end. Your municipality's unique strengths and ability to create/expand its urban forestry program will be considered. It is our intent to award grants to municipalities with the greatest need.

- A Project Overview is required as part of a complete grant proposal application but will not be scored or used as part of the selection criteria. The Project Overview is an important part of your grant application. It helps NJUCF (and you) get a big picture view of your grant proposal in terms of goals and objectives, schedules, budgets, etc. Writing one helps you to highlight the most important components of the proposal and organize what needs to be done.

- Applicants must provide comprehensive information for each scored section of the grant application making sure to enter all required information in its appropriate place. For example, even if you describe the local government's unique strengths and past demonstrated commitment to managing the urban and community forest resource in the Project Overview, you must still include it under Community Capacity to receive full points. Information provided in the wrong section of the application will result in lower scores.

1. Community Forestry Management Plan (CFMP) Implementation (40 points)

Scoring will be based on the degree to which the proposed grant project directly supports the goals and objectives in the current approved CFMP. There should be a direct link between the proposed project and the goals, objectives, statement of plan implementation, and action items in the CFMP. The information you provide in this section should be specific to each section of your municipality's or your county's CFMP.

- Demonstrate a focus on a specific goal or goals in the CFMP that will be addressed and how the proposed project will bring the community toward realizing that goal.

- Identify the objective(s) from the plan that will be carried out through the proposed project and how the proposed project is a step taken toward achieving the identified objective(s).

- Address how the proposed project coincides with the CFMP's Statement of Plan Implementation. Explain how the proposed project is a priority action item as identified in the plan.

- Clearly articulate the actions that the proposed project will address and how they relate to the goal(s), objective(s), and implementation plan addressed through this project.

- Indicate whether the proposed project is in an overburdened census block, as defined by the Environmental Justice Law, N.J.S.A. 13:1D-157. Use the NJDEP Environmental Justice Mapping Tool to find out if your municipality or county contains overburdened communities. NJDEP| Environmental Justice | Environmental Justice Resources

2. Workplan (25 points)

Proposed projects should include a clearly articulated plan covering the scope of the work and how it will be carried out as described below.

- Project Location, Existing Conditions, and Need:

  Describe the project location and existing conditions of the urban and community forest. If the forest condition is unknown, state that and describe the need to carry out this work to address this condition. If the forest condition is known, describe the need to carry out this work and to acquire new information. Describe how this information will be applied to urban and community forest management as outlined in your CFMP.

- Explain the activities to be employed, for example, trees pruned and/or removed.

- Identify the deliverable(s) that will be produced as a result of this grant (for example – number of risk trees removed). These are deliverables that will be provided to NJUCF in accordance with the grant agreement.

- Identify the municipal staff, shade tree commission volunteers, contractors, consultants and/or contracted nongovernmental organizations or partners. Name and provide the formal titles for each individual that will be managing the grant as well as those who will be carrying out the proposed project, if known.

- Provide resumes and consultant qualifications for all parties as identified above who are included in managing and/or implementing the grant or grant project, if known at this time.

- Include letters of support from each project partner clearly identifying their role(s) and responsibility(ies) in the management of the grant or execution of the project.

- Project Timeline - Provide a project timeline either narratively or via a diagram that clearly illustrates when project tasks and milestones are going to be carried out/completed within the defined work period for this grant category: two (2) years from notification of award. Significant project milestones must be indicated.

  Milestones can include but may not be limited to:
  - ➢ Submit Application (by June, 2026)
  - ➢ Receive Notification of Award (August 2026)
  - ➢ Resolution and risk assessment for grant agreement (October 2026 – 60 days from notification of award)
  - ➢ Execution of grant agreement (January 2027)
  - ➢ Submit Project Plan (if not already done in application) as soon as possible – within six (6) months from notification of award.
  - ➢ Issuing an RFP for work (based on plan approvals)
  - ➢ Awarding a contract
  - ➢ Start of work period
  - ➢ Annual progress reports (starting 1 year from start of work period)
  - ➢ Submit final progress report
  - ➢ Deliverables: Summary report in SAGE
  - ➢ Upon approval of deliverables, provide matching documentation, paid invoices, and canceled checks for invoices as relevant to project.
  - ➢ Close of grant

*If at any point you fall over 6 months behind in implementation of your project based on your project timeline, you must notify the NJUCF Program.

3. Community Capacity (15 points)

Describe the local government's unique strengths and past demonstrated commitment to managing the urban and community forest resource. Evidence of long-term partnerships with tree-focused groups including statewide or regional nonprofits, universities, or state associations; and an active and engaged shade tree commission or committee should be clearly described. Refer to your CFMP and Annual Accomplishment Reports to showcase the goals and objectives your municipality has accomplished.

Individuals with Tree Risk Assessment Qualification (TRAQ) and NJ LTE qualifications must perform the TRAQ assessment on trees to be removed.

4. Measurable Outcomes (10 points)

Based on the goals, objectives, and actions described in the Community Forestry Management Plan (CFMP) Implementation section of the application, identify the specific, significant, and measurable outcomes that this project will provide the community.

- Primary Goals and Objectives must be consistent with CFMP section on goals.

5. Budget & Match (10 points.)
6.

A. Employee and Volunteer Match Worksheet

Twenty five percent (25%) of the requested total grant amount is the required match for this round of grants. See Appendix 1 for more information about calculating match and meeting the requirements.

Your match can be earned by municipal/county employee time spent on the project, volunteer in-kind services for the project, cash paid to the contractor that is above and beyond the grant request for the project, or a combination of the three.

Enter the names and titles of the local government employees who will work on the project. Estimate and enter the number of hours each person will contribute. Use either a percentage of their salaries or their hourly compensation to indicate the monetary value of their time. When you save the page, these columns will be calculated, and the totals will be automatically transferred to the Budget page.

If your match includes cash paid to the contractor that is above and beyond the grant request, enter this amount on the Employee and Volunteer Match Worksheet . Documentation of all volunteer and employee hours toward the match will be required with all financial reporting to release grant payments.

B. Budget

Complete the budget table in the grant proposal application.

Grant Request: Enter the amount requested through the grant. The maximum amount available for this grant is $25,000. Note that grantee employee salary and wages are not eligible for reimbursement; however, they can be used as a cash match.

Match: If you are including Fringe Benefits as part of your employee match, calculate the total amount for all employees and enter it into the proper section of the Budget.

If your application involves matching contributions from state government, private foundations, or non-profits, please DESCRIBE THIS CLEARLY in the Budget Narrative and enter the amount of the match in the column for Cash Match on the row for Consultants and Subcontractors.

Total Match: This is the sum of the Cash and In-kind (volunteer) amounts for the Match.

Total Project Cost: This is the sum of requested funds plus the required matching funds (25% of the grant request) stated for each line item (Total Project Cost = Request + Match).

Total: Total values should be the sum of all the values in each column for each funding source. The sum of the Total Project Cost column should reflect the total amount for the entire project.

Budget Narrative: Describe how the grant funds will be spent. Relate these costs to the methods and deliverables in your Workplan. Describe the source of funds for your required match. Explain how the grant will supplement your existing local and community forestry program budget and how the funds will help to accomplish the goals and objectives of your CFMP.

What do I need to do to apply?

- Each municipality may only submit one grant application.
- You must supply any necessary supporting documentation, including a copy of the Certificate of Insurance (ACORD) form for your municipality for the current year. The State of New Jersey should be listed as the certificate holder. Coverage should include commercial general liability, automobile liability, employers' liability, and workers' compensation.
- Once grants are awarded, the grant agreements will be managed through NJDEP SAGE.

What is the deadline for applying?

You must submit your grant application by 5:00 p.m. on June 12, 2026.

What happens after I'm notified that my municipality is being awarded a grant?

You will need to sign a grant agreement with us, provided through NJDEP SAGE. The agreement will provide the general terms and conditions you must comply with, such as progress and annual reports, delineation of work and the work period, what activities are reimbursable and how, etc.

Additional Information:

NJUCF reserves the right to:

- Award the next highest scoring application in the event an awardee fails to enter a grant agreement with us within six (6) months of a grant award.
- Monitor the progress of all grant awards and withdraw grant funding if a grantee fails to make significant and timely progress on its project or fails to receive the necessary permissions and permits for the project.
- Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of this RFP.
- Seek clarification from an applicant to effectively evaluate a project proposal.
- Disqualify any applicant that has demonstrated poor past conduct or performance with NJUCF, including but not limited to incomplete grants, lack of required progress reports, or failure to implement all promised deliverables.

Who can I contact if I have additional questions?

Should you have any questions, you can reach out to Brian McDonald, NJUCF program coordinator, or Ryan Bellinger, NJUCF Program Forester at communityforestry@dep.nj.gov or brian.mcdonald@dep.nj.gov or ryan.bellinger@dep.nj.gov

Helpful Links:

NJ Forest Service, Urban & Community Forestry Program

NJDEP System for Administering Grants Electronically (NJDEP SAGE)

ANSI Z60.1 American Standard for Nursery Stock (2014). American Nursery and Landscape Association.

Independent Sector Volunteer Rate. Click on "Download State-by-State Data" to find the rate specific for NJ, as it is higher than the national average.

Vibrant Cities Lab

Appendix 1

Meeting the Match Requirements for the NJUCF Canopy Resiliency Grant

Match or cost-share is the portion of the project cost that is not reimbursed by the New Jersey Urban and Community Forestry Program (NJUCF) Stewardship Grant. All activities and expenses used for the match must take place/ be earned within the work period of the grant agreement and must be documented thoroughly.

Volunteer Match

Volunteer time as in-kind contributions are encouraged. To establish a value for the average hourly rate of volunteer time in New Jersey, refer to the website of the Independent Sector. Click on "Download State-by-State Data" to find the rate specific for NJ, as it is higher than the national average.

NJUCF STEWARDSHIP GRANT VOLUNTEER MATCH LOG

DATE (MM/DD/YYYY)	ACTIVITY	VOLUNTEER NAME	HOURS WORKED	INDEPENDENT SECTOR VOLUNTEER RATE	VALUE OF VOLUNTEER TIME (=HOURS WORKED x RATE)
TOTAL					

Example log to track volunteer hours to match a NJUCF Stewardship Grant.

Activities that could count toward your match:

- Time spent selecting the project contractor
- Telephone calls, email exchanges, and meetings with the contractor about the project
- Member attendance at Shade Tree Commission, Environmental Commission, or Green Team meetings where the project is discussed, provided they take place during the work period of the grant agreement
- Development of outreach and educational materials about the NJUCF grant project
- Creating social media posts about the project
- Organizing a meeting to inform the community about the NJUCF project: what the purpose is; why it is taking place; where and when it will take place; and how it is being conducted
- Promoting the organization's efforts to manage the community's trees and forests on Arbor Day or at local fairs and festivals during grant period
- Tracking contributions of volunteer time for the match
- Preparing grant progress reports

Cash Match

The employee's standard hourly rate of compensation should be used to establish the value of the cash match. Fringe benefits can be counted but should be calculated separately. Here are some examples of employee time that could count toward your match:

- Managing the grant: record keeping, reporting, communicating with NJUCF, and preparing financial documents for payment
- Selecting, hiring, and paying the project contractor
- Meeting with the contractor and assisting the contractor on the project
- Preparing annual grant progress reports to NJUCF
- Reviewing drafts and approving the final grant project report

Expenditures

- Cash payments for the project made to the contractor that were over and above the grant award could count toward the match.

Appendix 2

Glossary of Terms

Term	Definition
DBH	Diameter at Breast Height
Forest inventory	A set of objective sampling methods designed to quantify the spatial distribution, composition, and rates of change of forest parameters within specified levels of precision for the purposes of management.
Risk	The relative probability of any of several alternative outcomes as determined or estimated by a decision maker when the actual outcome of an event or series of events is not known.
Risk-rating system	A prediction of the probability that a tree will die within a specified period of time.
Risk Assessment (1998 Hazard tree inspection)	Close observation of trees that have been identified as a potential risk, for failure that would cause injury to a person or damage to property.
Hazard	Likely source of harm
Site Preparation	Hand or mechanized manipulation of a site, designed to enhance the success of regeneration.
Reforestation	The reestablishment of forest cover either naturally (by natural seeding, coppice, or root suckers) or artificially (by direct seeding or planting)
Afforestation	The establishment of a forest or stand in an area where the preceding vegetation or land use was not forest.
Sample	A part of a population consisting of one or more sampling units selected and examined as representative of the whole.
Species	The species is the basic unit of taxonomy on which the binomial system has been established; the lower taxonomic hierarchy is species, subspecies, variety, and forma.
Cultivar	A clone, race, or product of breeding selected from a population of plants because it has desirable characteristics and is generally more or less genetically uniform. Non-Latin name and designated cultivar.
Variety	An assemblage of cultivated individuals distinguished by any useful, reproducible character(s), usually termed a cultivar.

Appendix 3

Qualifications of Professionals

NJ Approved Forester List	Pursuant to N.J.A.C. 7:3-2, the Department of Environmental Protection (DEP), New Jersey Forest Service, maintains a list of foresters approved to annually attest that a landowner is in compliance with the woodland management plan or *forest stewardship plan and respective programs.* https://www.nj.gov/dep/parksandforests/forest/docs/ACF.pdf
NJ Licensed Tree Expert	A Licensed Tree Expert (LTE) is a person who has been examined and proven to be competent in the science and art of diagnosing, treating and preventing tree injuries. These professionals demonstrate high ethical and moral standards in management techniques required in the science of tree care. Licensed Tree Experts must obtain continuing educational credits over their licensing period, thereby ensuring LTEs are up to date on new information, skills and techniques in the tree care profession. https://www.njbte.org/
SAF certified forester	Society of American Foresters https://www.eforester.org/Main/Certification/Find_a_Certified_Professional.aspx
ISA Licensed Arborist	Trained and knowledgeable in all aspects of arboriculture. Have met all requirements to be eligible for the exam, which includes three or more years of full-time, eligible, practical work experience in arboriculture and/or a degree in the field of arboriculture, horticulture, landscape architecture, or forestry from a regionally accredited educational institute. This certification covers many topics giving the candidates flexibility in the arboricultural profession. https://wwv.isa-arbor.com/certification/index
ISA Certified Arborist Utility Specialist	Has a minimum of 2000 hours experience over two years in electric utility vegetation management or has served as a consultant to a utility, with a minimum of 4,000 hours over a maximum 10-year period. The candidate must work in utility vegetation management. They have been tested on topics such as electric utility pruning, program management, integrated vegetation management, electrical knowledge, customer relations, and storm response.

ISA Certified Arborist Municipal Specialist	Credential holders are current ISA Certified Arborists® who have chosen municipal arboriculture or urban forestry as a career path. They have obtained a minimum of three additional years of work experience managing the establishment and maintenance of urban trees. Experience requirements include communication skills, public relations, administration, risk management, arboricultural practices, and policy planning in a municipal setting.
ISA Certified Tree Worker Climber Specialist	Candidates must have the skill and endurance to climb trees, demonstrate high regard for safety, and be able to get the job done off the ground. This credential is different from the other certifications because you are tested in both a classroom setting and a field setting. Candidates must have training in aerial rescue, CPR, and First Aid to obtain this certification.
ISA Certified Tree Worker Aerial Lift Specialist	Certification requires candidates to demonstrate their ability to perform as a competent aerial lift operator. The knowledge gained with this certification can improve the productivity, quality of care, and safety practices of those who earn the credential. Along with proven knowledge of CPR and first aid, candidates have been tested on safety procedures, and must be able to complete thorough truck and tree inspection.
ISA Board Certified Master Arborist	Credential is the highest level of certification offered by ISA. This credential recognizes ISA Certified Arborists® who have reached the pinnacle of their profession. In addition to passing an extensive scenario-based exam, candidates must abide by a Code of Ethics, which ensures quality of work. Fewer than two percent of all ISA Certified Arborists® currently hold this certification.
TRAQ	ISA Tree Risk Assessment Qualification

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

RESOLUTION NO. 205-05-2026

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CAMPBELL FREIGHTLINER LLC THROUGH SOURCEWELL NATIONAL COOPERATIVE CONTRACT #032824-DAI, FOR FREIGHTLINER 114SD HOOKLIFT TRUCK AND ACCESSORIES

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

WHEREAS, the City of Cape May has the need to procure certain public works vehicles for the Department of Public Works of the City, in accordance with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

WHEREAS, there is a need for furnishing of Freightliner 114SD Hooklift Truck and accessories through Sourcewell Contract #032824-DAI, in the amount of $374,903.01; and

WHEREAS, Campbell Freightliner LLC, 1015 Cranbury-South River Rd., PO Box 7600, South Brunswick, NJ 0883, authorized distributor for Sourcewell Contract #032824-DAI has provided for quote of $374,903.01: and

WHEREAS, the City of Cape May joined the Sourcewell Cooperative (formerly NJPA) on September 5, 2023, through resolution R#232-09-2023;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Cape May, County of Cape May, as follows: the City Manager is authorized to enter into a contract for furnishing of Freightliner 114SD Hooklift Truck and accessories from Campbell Freightliner LLC, 1015 Cranbury-South River Rd., PO Box 7600, South Brunswick, NJ 0883, through Sourcewell Contract #032824-DAI, in the amount of $374,903.01: consistent with the tenets as bid within the cooperative purchasing awards.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
DPW
Accounts Payable
CFO

Resolution: 205-05-2026
Authorizing award of contract to Campbell Freightliner, LLC – Sourcewell CoOp
Amount: $374,903.01

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-04-55-926-104 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

CAMPBELL Supply Company

Sourcewell Formerly NJPA Awarded Contract

Campbell Freightliner, LLC

FREIGHTLINER - WESTERN STAR - ISUZU
1015 Cranbury-South River Rd
PO Box 7600
South Brunswick, NJ 08831
732-287-1500

Quotation

Quotation Date: 4/2/2026
Quotation #: 040220261609
Sourcewell Contract #: 032824-DAI

Quotation expiration: 5/3/2026
Prepared by: David Ehrman

Bill To:
City of Cape May
643 Washington St
Cape May, NJ 08204
PUBLIC WORKS
(609) 374-6048

Sourcewell Member ID: 27937

Comments or special instructions:

THIS QUOTE INCLUDES WARRANTIES AS FOLLOWS: CUMMINS HD1 ENGINE AND AFTERTREATMENT 5YR/100K; FREIGHTLINER ULTIMATE TRUCK CHASSIS 5YR/100K, 5YR/UNL TOWING COVERAGE: ALLISON TRANS 5YR/UNL

DESCRIPTION			QTY	AMOUNT
2027 Freightliner 114SD Hooklift Truck with Plow and Equipment				
Chassis factory list price				$ 213,187.00
Sourcewell Member Discount	Percentage:	31.12%		66,343.79
Chassis base price to customer				146,843.21
Body and equipment upfit package: hook holst, flatbed body, dump body, plow, spreader				200,906.00
Non-discountable content (destination, extended warr, inventory interest, factory net charges)				27,153.80
***OPTION: Air-operated tailgate latch for dump body attachment: add $975.00				
			TOTAL PRICE	374,903.01

ALL COST INCREASES FOR MAJOR COMPONENTS (ENGINES, TRANSMISSIONS, AXLES, FRONT AND REAR TIRES), ALL COSTS RESULTING FROM GOVERNMENT MANDATED REQUIREMENTS AND/OR TARIFFS AND ALL RAW MATERIAL SURCHARGES MAY BE PASSED THROUGH AND ADDED TO THE INVOICE(S).
The content of these terms and conditions shall be included on any and all Purchase Orders issued

If you have any questions concerning this quotation, please contact:
David Ehrman, Sales Representative **Phone: 732-907-6121** **Email:** dehrman@campbellsupply.com

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

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

RESOLUTION NO. 206-05-2026

RESOLUTION OF CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, AWARDING BID# 26-06 - FY2025 N.J.D.O.T. MUNICIPAL AID PROGRAM – RECONSTRUCTION OF WENONAH AVENUE

WHEREAS, The City of Cape May publicly advertised in a fair and open manner consistent with N.J.S.A.19:44A-20.5, for Bid # 26-06 - FY2025 N.J.D.O.T. Municipal Aid Program – Reconstruction of Wenonah Avenue; and

WHEREAS, the City of Cape May publicly received and opened bids on May 12, 2026, at 2:30P.M.; and

WHEREAS, the City of Cape May received five (5) bids to wit:

BIDDER	TOTAL BID
Arawak Paving Company Inc.	$103,700.00
Charles Marandino LLC	$109,798.00
South State	$110,358.14
L. FERIOZZI CONCRETE COMPANY	$119,219.00
Landberg Construction LLC	$122,387.47

; and

WHEREAS, City Council has reviewed the submittals and recommendations of the Special Project Engineer, and determined that Arawak Paving Company Inc., 7503 Weymouth Road, Hammonton, New Jersey, 08037 is the lowest responsible bidder in accord with N.J.S.A.40A:11-4a; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Cape May, County of Cape May, as follows:

1. The Recital paragraphs are incorporated as if fully set forth.

2. The Cape May City Council hereby awards Bid # 26-06 - FY2025 N.J.D.O.T. Municipal Aid Program – Reconstruction of Wenonah Avenue, to Arawak Paving Company Inc., 7503 Weymouth Road, Hammonton, New Jersey, 08037, in the amount of $103,700.00.

3. The Mayor, City Manager, City Clerk, and all other appropriate city officials are hereby authorized to take all action and execute all documents required to consummate this contract award.

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

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
Accounts Payable
CFO
Deblasio & Assoc.
Arawak Paving Co. Inc.

Resolution: 206-05-2026
Authorizing award of contract to Arawak Paving Co. Inc. – FY2025 NJDOT Wenonah Ave
Amount: $103,700.00

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 G-02-40-650-927 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

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

May 13, 2026 **VIA EMAIL**

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

Re: City of Cape May, Cape May County, NJ
FY 2025 N.J.D.O.T. Municipal Aid Program
Reconstruction of Wenonah Avenue
D&A File #: CCM-C-027

Dear Ms. Burke:

We have tabulated the five (5) bids received on May 12, 2026 with reference to the above captioned project and find the low bidder to be Arawak Paving Company, 7503 Weymouth Road, Hammonton, NJ 08037 in the amount of $103,700.00. A copy of the bid tabulation is enclosed for your review.

Therefore, in accordance with the New Jersey Local Public Contracts Law, NJSA 40A:11-1 et seq., the contract should be awarded to the lowest responsible bidder, which appears to be Arawak Paving Company. The award should be contingent upon the approval of your solicitor, purchasing agent, N.J.D.O.T. and monies being available.

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

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

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

cc: Mayor Zachary Mullock (via email w/encl.)
Paul Dietrich, P.E., City Manager (via email w/encl.)
Eric Prusinski, Public Works Department (via email w/encl.)
Rob Cummiskey, Water & Sewer Superintendent (via email w/encl.)
Lauren Read, CFO (via email w/encl.)
Sean Canning, Purchasing Agent (via email w/encl.)
Christopher Gillin-Schwartz, Esq., (via email w/encl.)

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

BID TABULATION

PROJECT NAME: FY2025 N.J.D.O.T. MUNICIPAL AID PROGRAM
RECONSTRUCTION OF WENONAH AVENUE

D&A PROJECT #: CCM-C-027
CLIENT: CITY OF CAPE MAY
BID OPENING DATE: 05/12/2026

Item #	DESCRIPTION	QUANTITY & UNITS		Arawak Paving Company 7503 Weymouth Road Hammonton, NJ 08037		Charles Marandino, LLC P.O. Box 20 Milmay, NJ 08340		South State, Inc. P.O. Box 68 Bridgeton, NJ 08302		L. Feriozzi Concrete Company 3010 Sunset Avenue Atlantic City, NJ 08401		Landberg Construction, LLC 82 Tuckahoe Road Dorothy, NJ 08317	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
N.J.D.O.T. PARTICIPATING ITEMS													
1	CONSTRUCTION SIGNS	400	S.F.	$0.01	$4.00	$14.00	$5,600.00	$0.01	$4.00	$1.00	$400.00	$0.01	$4.00
2	DRUMS	12	UNIT	$0.01	$0.12	$100.00	$1,200.00	$0.01	$0.12	$1.00	$12.00	$0.01	$0.12
3	BREAKAWAY BARRICADES	2	UNIT	$38.44	$76.88	$150.00	$300.00	$0.01	$0.02	$1.00	$2.00	$0.01	$0.02
4	FUEL PRICE ADJUSTMENTS	300	DOLLAR	$1.00	$300.00	$1.00	$300.00	$1.00	$300.00	$1.00	$300.00	$1.00	$300.00
5	ASPHALT PRICE ADJUSTMENTS	1,000	DOLLAR	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00
6	EXCAVATION, UNCLASSIFIED (IF & WHERE DIRECTED)	10	C.Y.	$0.01	$0.10	$1.00	$10.00	$1.00	$10.00	$50.00	$500.00	$0.01	$0.10
7	DENSE-GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	40	S.Y.	$0.01	$0.40	$1.00	$40.00	$0.25	$10.00	$78.00	$3,120.00	$0.01	$0.40
8	HOT MIX ASPHALT MIX 19M64 BASE COURSE (IF & WHERE DIRECTED)	8	TON	$120.00	$960.00	$80.00	$640.00	$200.00	$1,600.00	$625.00	$5,000.00	$0.01	$0.08
9	HOT MIX ASPHALT MIX 9.5M64 SURFACE COURSE	565	TON	$130.00	$73,450.00	$123.00	$69,495.00	$140.00	$79,100.00	$130.00	$73,450.00	$155.00	$87,575.00
10	TACK COAT	400	GALLON	$0.01	$4.00	$0.01	$4.00	$0.01	$4.00	$1.00	$400.00	$0.01	$4.00
11	8" x 18" CONCRETE VERTICAL CURB	125	L.F.	$55.00	$6,875.00	$78.00	$9,750.00	$75.00	$9,375.00	$80.00	$10,000.00	$75.00	$9,375.00
12	CONCRETE GUTTER, 8" THICK	125	L.F.	$55.00	$6,875.00	$45.00	$5,625.00	$50.00	$6,250.00	$60.00	$7,500.00	$55.00	$6,875.00
13	CONCRETE SIDEWALK, 4" THICK	60	S.Y.	$140.00	$8,400.00	$167.00	$10,020.00	$125.00	$7,500.00	$150.00	$9,000.00	$200.00	$12,000.00
14	DETECTABLE WARNING SURFACE	4	S.Y.	$625.00	$2,500.00	$550.00	$2,200.00	$250.00	$1,000.00	$300.00	$1,200.00	$275.00	$1,100.00
15	SODDING	30	S.Y.	$5.00	$150.00	$20.00	$600.00	$40.00	$1,200.00	$88.00	$2,640.00	$20.00	$600.00
16	TRAFFIC MARKINGS LINES, 24"	300	L.F.	$9.50	$2,850.00	$7.80	$2,340.00	$9.00	$2,700.00	$9.50	$2,850.00	$11.00	$3,300.00
17	TRAFFIC MARKINGS LINES, 4"	230	L.F.	$1.10	$253.00	$1.30	$299.00	$1.00	$230.00	$1.50	$345.00	$1.10	$253.00
18	INLET FILTERS, TYPE 1	75	S.F.	$0.02	$1.50	$5.00	$375.00	$1.00	$75.00	$20.00	$1,500.00	$0.01	$0.75
Total Amount Bid Based on Estimated Quantities for Items 1 - 18:					**$103,700.00**		**$109,798.00**		**$110,358.14**		**$119,219.00**		**$122,387.47**

Marc DeBlasio
5/12/2026
Marc DeBlasio, P.E., P.P., C.M.E. — Date
Project Engineer

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

RESOLUTION NO. 207-05-2026

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HA DEHART & SON LLC THROUGH SOURCEWELL NATIONAL COOPERATIVE CONTRACT #110223-NWY, FOR 2026 HINO L7 CT CUMMINS DIESEL ENGINE 4X2 ALLISON 3000RDS - NEW WAY 11 YD VIPER REAR LOADER AND ACCESSORIES

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

WHEREAS, the City of Cape May has the need to procure certain public works vehicles for the Department of Public Works of the City, in accordance with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

WHEREAS, there is a need for furnishing of 2026 HINO L7 (MANUFACTURER RATED 84" CT CUMMINS DIESEL ENGINE 4X2 ALLISON 3000RDS - NEW WAY 11 YD VIPER REAR LOADER and accessories through Sourcewell Contract #110223-nwy, in the amount of $243,894.00; and

WHEREAS, H.A. Dehart & Son llc, 311 Crown Point Road, Thorofare, NJ 08086, authorized distributor for Sourcewell Contract #110223-NWY has provided for quote of $243,894.00: and

WHEREAS, the City of Cape May joined the Sourcewell Cooperative (formerly NJPA) on September 5, 2023, through resolution R#232-09-2023;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Cape May, County of Cape May, as follows: the City Manager and City Clerk are authorized to enter into a contract for furnishing of 2026 Hino L7 and New Way 11 Yd Viper Rear Loader and accessories from H.A. Dehart & Son LLC, 311 Crown Point Road, Thorofare, NJ 08086, through Sourcewell Contract #110223-NWY, in the amount of $243,894.00: consistent with the tenets as bid within the cooperative purchasing awards.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
DPW
Accounts Payable
CFO

Resolution: 207-05-2026
Award of Contract to HA DeHart & Son – Sourcewell CoOp
Amount: $243,894.00

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-04-55-926-104 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

Since 1884

H.A. DeHart & Son

Transportation Equipment Specialists

QUOTE # 3511

APRIL 29TH , 2026

CITY OF CAPE MAY
830 CANNING HOUSE LANE
CAPE MAY, NJ 08204
ATTN: ERIC PRUSINSKI
EPRUSINSKI@CAPEMAYCITY.COM

NEW WAY SOURCEWELL CONTRACT# 110223-NWY

FURNISH AND INSTALL

2026 HINO L7 (MANUFACTURER DERATED 84" CT CUMMINS DIESEL ENGINE 4X2 ALLISON 3000RDS TRANS 22.5" WHEELS 25,950 GVW TRANS MOUNTED PTO

NEW WAY 11 YD VIPER REAR LOADER

- 11 YD BODY CAPACITY
- 195" LENGTH x 72" HIGH x 96" WIDE
- 80" HOPPER OPENING
- 22-24 SECOND HOPPER CYCLE TIME
- MAX OPERATING PRESSURE 2,350 PSI
- FENDER SKIRT MUD FLAP
- DRUM WINCH
- HINO WHITE PAINT
- LED STOP TURN TAILLIGHTS
- LED STROBE LIGHTS
- LED WORK LIGHTS
- BACK UP CAMERA WITH 5.6" MONITOR
- CHROM CYLINDER RODS
- (2) 4" SLIDE CYLINDERS
- (2) 5" SWEEP CYLINDERS
- (2) 3.5" TAILGATE CYLINDERS
- 3 STAGE 5.5" EJECTION CYLINDER
- 45 GALLON HYDRAULIC RESEVOIR WITH 10 MICRON FILTER
- ADJUSTABLE RIDING STEP
- DRIVER ALERT BUZZER
- BACK UP ALARM
- KEYLESS ENTRY
- TRIANGLE KIT

1 YEAR HYDRAULIC WARRANTY
1 YEAR BODY WARRANTY
2 YEAR CYLINDER WARRANTY

311 Crown Point Road * Thorofare, NJ 08086-9999
Phone: 856-845-2800 * 800-222-0271 * Fax: 856-845-2461

DIAMONDBACK 800 SERIES GRABBER

GOOD ROADS GR120M1036 MUNI HIGHWAY PLOW WITH QCP LOOP
POWER ANGLE LOCKING
WRAP AROUND CURB BUMPERS
8" CASTER WHEELS
RUBBER SNOW DEFLECTOR
LIFT CHAIN WITHOUT SPRING
36" PLOW MARKERS
HEATED MEYERS LIGHT KIT MOUNTED TO HOOD WITH STAINLESS STEEL BRACKETS
(2) 5" RECTANGLE STROBES MOUNTED ON SNOW LIGHT BRACKETS
ELECTRIC POWER UNIT WITH FINGERTIP CONTROL FOR POWER UP/HOLD/GRAVITY DOWN (PLOW HOIST), AND 4-WAY FOR LEFT-RIGHT ANGLING OF THE BLADE
DROP PIN QCP PLOW HITCH BUMPER TO AXLE WITH 4" LIFT CYLINDER

PREP/PDI
DELIVERY TO CUSTOMER LOCATION

COST FOR ABOVE NEW WAY: $136,445.00
2026 HINO L7 CHASSIS SOURCED GOODS: $107,449.00
TOTAL SOURCEWELL COST: $243,894.00

UNIT IS IN STOCK AT FACTORY DEALER AND IS SUBJECT TO PRIOR SALE, IF SOLD AT TIME OF ORDER PRICING MAY CHANGE

*** DUE TO VOLATILE CHANGES WITH STEEL PRICING, THIS QUOTE WILL NEED TO BE REVIEWED PRIOR TO ORDER AND IS ONLY VALID FOR 30 DAYS FROM THE DATE OF THIS QUOTE***

IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES, OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS OR CHASSIS BECOME EFFECTIVE, THE SALES PRICE OF THE GOODS SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO H.A. DE HART & SON. TO THE GREATEST EXTENT POSSIBLE, H.A. DE HART & SON WILL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT, ALTHOUGH THE RAPIDLY CHANGING TARIFF ENVIRONMENT MAY AFFECT TOTAL DISCLOSURE BEFORE THE FULFILLMENT OF ANY ORDER. NEW OR INCREASED TARIFFS MAY ALSO RESULT IN MATERIAL SHORTAGES WHICH COULD DELAY THE FULFILLMENT OF ORDERS. H.A. DEHART & SON WILL NOTIFY THE CUSTOMER OF ANY SUCH DELAYS AND WILL WORK DILIGENTLY TO LIMIT THE IMPACT ON TIMELY DELIVERY OF GOODS.

THANK YOU FOR THE OPPORTUNITY TO SUBMIT OUR QUOTE. PLEASE SIGN AND RETURN UPON APPROVAL.

JEREMY KOERING
OUTSIDE SALES REP
732-761-4123

CUSTOMER SIGNATURE:_____ DATE:_____

CUSTOMER PRINTED:_____

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

RESOLUTION NO. 208-05-2026

RESOLUTION AUTHORIZING PROCUREMENT OF RECREATIONAL BENCHES NEW JERSEY STATE CONTRACT – DIVISION OF PURCHASE AND PROPERTY CONTRACT #24-FOOD-118184

WHEREAS, a need exists for procurement of 100 units of Bench Design #165, Cast Frames, 8ft Long, Extruded Recycled Slats; and

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

WHEREAS, under the state contract award, General Recreation Inc., P.O. Box 440 Newtown Square, PA. 19073 holds New Jersey State Purchase and Property State Contract NJ #24-FOOD-118184; and

WHEREAS, General Recreation Inc., P.O. Box 440 Newtown Square, PA. 19073 has proposed services in the amount of $186,900.00, including freight, under the state contract acceptable to the City,

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. That the procurement of 100 units of Bench Design #165, Cast Frames, 8ft Long, Extruded Recycled Slats, in the amount of $186,900.00, for the City of Cape May through General Recreation Inc., P.O. Box 440 Newtown Square, PA. 19073 holder of New Jersey State Purchase and Property State Contract #24-FOOD-118184 is hereby authorized.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
DPW
Accounts Payable
CFO

Resolution: 208-05-2026
Authorizing Procurement of Recreational Benches – NJ State Contract
Amount: $186,900.00

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-04-55-923-205 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

Lauren Read, CFO/Treasurer

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

RESOLUTION NO. 209-05-2026

RESOLUTION AUTHORIZING THE AWARD OF A REQUIRED DISCLOSURE CONTRACT WITH SPATIAL DATA LOGIC FOR SOFTWARE SERVICES

WHEREAS, the City of Cape May has a need for software services in supplying the construction code services, through Spatial Data Logic 285 Davidson Ave, Somerset, N.J. as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,,

WHEREAS, Spatial Data Logic 285 Davidson Ave, Somerset, N.J. has provided for a quote of $50,560.00, in excess of the pay to play threshold of $17,500.00; and

WHEREAS, the City sought multiple quotes in accordance with N.J.S.A. 40A:11-6.1; and

WHEREAS, Spatial Data Logic 285 Davidson Ave, Somerset, N.J. has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that Spatial Data Logic 285 Davidson Ave, Somerset, N.J. has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the contract will prohibit Spatial Data Logic 285 Davidson Ave, Somerset, N.J. from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED $50,560.00 are available.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Cape May authorizes the Mayor to enter into a contract with Spatial Data Logic 285 Davidson Ave, Somerset, N.J. for software services in supplying the construction code services for the year of 2026 in an amount not to exceed $50,560.00; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file with this resolution.

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA

City Manager
Accounts Payable
CFO
SDL

Resolution: 209-05-2026
Award of required disclosure contract with SDL for software services
Amount: $50,560.00

TREASURER'S CERTIFICATION

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

Lauren Read, CFO/Treasurer

$14,480	6-01-20-120-263
$ 4,765	6-01-20-100-227
$31,315	6-01-22-195-263

SDL

CONNECTED GOVERNMENT, CONNECTED RESIDENTS.

Apr 22, 2026

Proposal By: Megan Kelly

Proposal For: City of Cape May

Proposal Expiration: Jul 21, 2026

SDL

Order Form	
Contract Information	**Billing Information**
Customer: City of Cape May	Contact Name: Justin Riggs
Kickoff Date: Apr 30, 2026	Address: 643 WASHINGTON ST, Cape May, NJ 08204
Contract Term: 3 years	Email: accountspayable@capemaycity.com
Currency: USD	Phone: 609-884-9525

General Proposal Notes:

3 Year quote includes licenses, hosting services, and shared services for Cape May Point and West Cape May.

Year	Payment Amount
Year 1	$50,560.00
Year 2	$53,088.00
Year 3	$55,742.40

Pricing Information - Subscription Items

SDL is pleased to offer the following pricing.

Item Name	Quantity	Renewal Start Date	Duration
Licensing	15	Apr 30, 2026	3
Additional Towns	2	Apr 30, 2026	3

Important Renewal Information

- Invoicing:

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- All outstanding invoices beyond (60) days are subject to the accrual of interest at a rate of 1.5% per month.
- Past-due invoices over 30 days may subject the account to service interruptions.
- All payments will follow Spatial Data Logic's standard billing terms (Net 30 Days) unless otherwise negotiated and agreed upon before the submission of a PO or contract.
- If you are using a third-party reseller, you will need to secure a quote through that vendor and ensure a Purchase Order is in place before the renewal date.

•Licensing & Services:

- SDL requires 90 days written notification of any changes to licensing or services. This notification must reach SDL 90 days before the renewal date for any reduction in licensing or services.

- Pay-to-Play Documentation:›
  - Any required Pay to Play or bid documentation should be provided to SDL no later than 3 months in advance of the renewal date

- Additional Services:
  - Any requests for services or services performed outside of the services described herein shall be deemed additional services and billed according to our standard rate schedules.

Annual Notice of Rates, Services and Discount Option for 2026

- SDL's Enterprise License is an annual software subscription that must be paid yearly, on or before the renewal date.
  Please contact your Customer Success Manager with any quetsions.

Note: On-premise software licensing is based on the number of computers where the desktop software is installed.

SDL Hosted software licensing is based on the number of "Named Users". Named-user licensing is required to utilize SDL Online, Remote Inspections, and other possible adjunct SDL Online features

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PROPOSAL SIGN-OFF

The above information outlines the scope of work and software services that will be provided by SDL. To begin implementation, SDL will need this signed document in addition to the approved Statement of Work

Purchase Order

Purchase Orders will be issued directly to SDL unless using a Third-Party Reseller.
If you are using a third-party reseller, you will receive a quote from that vendor.

Proposal Approval

I have reviewed the information contained in this proposal and agree that:

- The attached quote meets my request.
- I understand the software and hardware requirements for my specific licensing (On-Premise or SDL Hosted)
- I authorize SDL to obtain the MODIV parcel data for my municipality from our vendor for initial configuration purposes.

I confirm that I am authorized to sign on behalf of City of Cape May.

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SDL

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SPATIAL DATA LOGIC, LLC
Trade Name:	
Address:	285 DAVIDSON AVE STE 302 SOMERSET, NJ 08873
Certificate Number:	2805577
Effective Date:	December 29, 2022
Date of Issuance:	January 09, 2023

For Office Use Only:

20230109145438267

Certification 10964

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2020 to 15-MAY-2027

SPATIAL DATA LOGIC, INC.
285 DAVIDSON AVE., SUITE 302
SOMERSET NJ 08873

ELIZABETH MAHER MUOIO
State Treasurer

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SDL

COMPLIANCE DOCUMENTS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Spatial Data Logic LLC

2 Business name/disregarded entity name, if different from above
Spatial Data Logic Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
285 Davidson Ave, Suite 302

Requester's name and address (optional)

6 City, state, and ZIP code
Somerset, NJ 08873

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	2	–	2	1	3	7	0	5	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 6/17/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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SDL

MASTER SERVICES AGREEMENT
COVER PAGE

The attached documents describe the relationship between **SPATIAL DATA LOGIC, LLC.** (“***SDL***”) and the “**Customer**” identified below (each a “**Party**”, collectively the “**Parties**”). The documents attached to this “**Cover Page**” consist of the General Terms and Conditions (“**General Terms**”), which describe and set forth the general legal terms governing the relationship and includes at least one (1) or more addenda (each an “**Addendum**”, collectively the “**Addenda**”) executed by both Parties describing and setting forth additional covenants between the Parties (collectively, the “**Agreement**”). This Agreement enters into effect (“***Effective Date***”) as of the date set forth below or, in the alternative if no date is indicated, as of the date of the latter signature in the block below.

EFFECTIVE DATE OF THIS AGREEMENT:

CUSTOMER INFORMATION:

Name/Customer: City of Cape May

Principal Contact Person: Justin Riggs

Address: 643 WASHINGTON ST, Cape May, NJ 08204

Phone: 609-884-9525

Fax:

Email Address: accountspayable@capemaycity.com

Billing Contact: Justin Riggs

Title: Deputy City Manager

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

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SDL

SPATIAL DATA LOGIC, LLC.
GENERAL TERMS AND CONDITIONS

1. **SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the SDL Software and Services (defined below) that Customer selects in order forms (each an "**Order**") executed in writing by both parties or entered into by Customer on-line through SDL's website and which are hereby incorporated by reference to and are part of the Agreement. Additional and supplemental terms will be executed in the form of Addenda. In the event of a conflict between the General Terms and any Addendum, the Addendum shall control. In the event of a conflict between the General Terms, an Addendum and an Order, the General Terms and Addendum, as applicable, shall govern over the Order.
2. **DEFINITIONS, PRODUCTS AND SERVICES.**
   2.1. **Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.

   "***Aggregated Data***" refers to any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the SDL Software, and which SDL collects, gathers and aggregates periodically as part of its services and the use of the SDL Software. SDL (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products, and services or to provide customized services or technologies to their customers. SDL collects and uses this information in accordance with its privacy policies and applicable data protection laws. As between SDL and Customer, Aggregated Data (i) is property of SDL; (ii) is Confidential Information of SDL; and (iii) does not include personally identifiable Customer Data.

   "***Authorized System***" means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.

   "***Available***" means that the Users are able to access and use all material portions of the SDL Hosting and all material functionality and content therein.

   "***Confidential Information***" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the SDL Software and the Documentation shall be considered SDL's Confidential Information.

   "***Customer Data***" means all data, information, records, and other content, including, without limitation, any information, archives, permits, licenses, or public records provided, uploaded, transmitted, inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into the SDL Software. Customer Data is Confidential Information of Customer.

   "***Documentation***" means SDL's then current standard user manuals, specifications, and/or product related documentation generally made available to customers of SDL, in printed or electronic format, and any updates thereto.

   "***Eligible Customer Personnel***" Means any User identified in writing by Customer to SDL and designated for the purpose of receiving Technical Support. Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL.

   "***Error***" will mean any material, reproducible nonconformity of the SDL Software with the Documentation.

   "Professional Services" means any other ancillary and separate services that may be provided by SDL at the express request of Customer, under a fixed fee or time-and-material basis at SDL's

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then-current rates and solely under the terms of a this Master Services Agreement, with its correspondent Work Statements. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

"***SDL Desktop***" refers to the executable, object code version of SDL Software that is licensed for installation on Authorized Systems on a client/server basis, or hosted by SDL if and only if a separate SDL Hosting is explicitly listed in an Order or Work Statement as an included service.

"SDL Hosting" refers to the hosting services provided by SDL to enable access to SDL Desktop as hosted, configured and maintained by (or on behalf of) SDL and which includes access to the functionalities of SDL Desktop and to Customer Data.

"***SDL Holidays***" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day..

"SDL Mobile" refers to SDL's proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the SDL Software.

"***SDL SaaS Software***" refers to the provision of access to the SDL Software on a software-as-a-service ("***SaaS***") configuration for access and use by Customer via the internet using a standard web browser.

"SDL Software" refers, collectively, to SDL's proprietary enterprise software solution comprised of the SDL Desktop, SDL SaaS Software and SDL Mobile, all of which SDL furnishes to Customer as an integrated solution in the form of installable software in object code under a client/server configuration, and/or on a software-as-a-service basis ("SaaS") which may sync with the client/server configuration, and all additional applications and Updates therein.

"Services" means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

"Support Services" means technical support and maintenance of SDL Software. Support Services are generally included in the SDL Software price (unless otherwise expressly indicated).

"Subscription Term" refers to the period of time, from the effective date of this agreement or as set forth in an Order, during which SDL will provide to Customer the right to use the SDL Software, plus any renewal terms.

"***Technical Support***" means the provision of responses by qualified SDL personnel to questions from Eligible Customer Personnel related to use and operation of the Software, including basic instruction or assistance related to Errors in the SDL Software.

"Updates" refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the SDL Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to Customers as part of the Support Services.

"***Upgrade***" will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the SDL Software, but which does not constitute merely an Update, and which is marketed by SDL as a separate product and/or service.

"***Unavailable***" or "***Unavailability***" means that the SDL Hosting are not Available.

"***User***" means, collectively, any individual employee, agent, or contractor of Customer who accesses the SDL Software and uses Documentation under the rights granted to Customer hereunder, and who can only do so acting on Customer's behalf and for the benefit of Customer in the operation of Customer's own internal business.

"***Work Statement***" means an exhibit to this agreement that describes the outline the scope, objectives, deliverables, responsibilities, and timeline for the implementation of SDL Software and Professional Services for Customer.

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2.2. **License Grant and Right of Access.** Subject to the terms and conditions of this Agreement, during the Subscription Term, SDL hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the SDL Software in object code only, on one (1) Authorized System for SDL Desktop; (ii) to access the features of the SDL Software on a software-as-a-service basis which will be made available to the Customer at a URL (SDL SaaS Software) or via a mobile application (SDL Mobile) maintained by SDL; and (iii) to download and install copies of SDL Mobile on mobile devices for the purpose of accessing and using the SDL Software. Notwithstanding the foregoing, if Customer has purchased SDL Hosting for the SDL Software, no local copy of the SDL Software will be provided to Customer. All use of the SDL Software in such instances shall be through the SDL Hosting. The Customer may only use the SDL Software in accordance with the Documentation, exclusively for Customer's internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are solely for use up to the number of Users or Computers or Seats for which the appropriate fees have been paid as set forth in the applicable Order. Customer's use of the SDL Software may be subject to certain additional limitations, such as, for example limits on storage capacity for Customer Data. Any such limitation will be specified in the Order or in the Documentation. This license gives Customer the right to make up to three (3) copies of the installable SDL Software solely for back-up purposes. SDL may, in its discretion, permit additional installation of the SDL Software licensed hereunder for internal non-production use, if expressly set forth in an Order. Additionally, Customer understands and agrees that access to or use of certain features of the SDL Software shall be subject to SDL's then standard terms of service made available at http://www.getSDL.com/terms or other location designated by SDL. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.

2.3. **Documentation License**. Subject to the terms and conditions contained in this Agreement, SDL hereby grants to Customer a non-exclusive, non-transferable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term, for Customer's internal business purposes in connection with its use of the SDL Software as contemplated herein. Customer acknowledges that the Documentation is SDL's Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by SDL (or its licensors), like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer's Users. This license may not be sublicensed, in whole or in part.

2.4. **Restrictions**. All rights not expressly granted to Customer herein are expressly reserved to SDL and its licensors and suppliers. Unless otherwise expressly provided in writing by SDL, the SDL Software and SDL Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SDL Software or SDL Hosting; (b) modify, translate, or create derivative works based on any element of the SDL Software or SDL Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SDL Software or SDL Hosting; (d) use the SDL Software or SDL Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the SDL Software or SDL Hosting without SDL's prior written consent; (g) use the SDL Software or SDL Hosting for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SDL Software or SDL Hosting; (i) introduce any open source software into the SDL Software or SDL Hosting; or (j) attempt to gain unauthorized access to the SDL Software or SDL Hosting or their related systems or networks.

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2.5. **Users**. Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Software, and shall cause Users to comply with such provisions.

2.6. **SDL Hosting.** Subject to the terms and conditions of this Agreement, SDL agrees to host, maintain, manage, operate and grant access to the SDL Software, as hosted by or on behalf of SDL during the Subscription Term. Customer agrees and understands that absent presence on an Order or Work Statement, SDL will not provide hosting services to Customer for SDL Desktop software.

2.7. **Professional Services.** In order to provide access to the SDL Software, the Parties agree that it may be necessary for SDL to perform certain services in the nature of supplementation, modification, installation and/or configuration of SDL Software or Customer's systems, all according to a project plan agreed between the Parties in writing (the "***Implementation Plan***"). The Parties anticipate that from time to time Customer may additionally desire to engage SDL to perform certain other services in connection with the licenses or access rights granted to Customer by SDL under a separate Work Statement to this Agreement, including, by way of example, installation, configuration and/or customization of software or Customer's computers or related systems. Subject to the terms and conditions set forth in this agreement, SDL shall use commercially reasonable efforts to perform the services as set forth in Work Statements separately executed by the Parties (the "***Professional Services***"). SDL shall perform the Professional Services in a professional manner in material accordance with the Work Statement.

2.8. **Support and Service Levels**. Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Work Statement.

2.9. **Software Management**. SDL may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, SDL or its agent may, at SDL's expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The verification may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to SDL for any underpayments. SDL may verify the number of Users utilizing the SDL Software or computers connected to the Services, as per the licenses set forth in the Order, and if such number exceeds the number of Users or computers licensed in the applicable Order, SDL may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies a non-compliance, Customer will reimburse SDL for the reasonable costs of the audit, including third-party auditor fees.

3. **OBLIGATIONS OF THE PARTIES**

3.1. **General.** Each party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other party in connection with such party's performance hereunder.

3.2. **Authorized Systems**. Customer agrees and understands that Customer is responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, shall include and be responsible for, without limitation, servers, virtual servers, operating system(s) and their maintenance, physical security, cyber security, network components (switches, routers, cabling, etc.), hardware for data storage, disaster recovery procedures, and the like. Customer is responsible for any activities using credentials issued by

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SDL. Therefore, Customer is responsible for protecting any credentials SDL provides to Customer to access and configure the SDL Software. Customer is responsible for verifying if any third-party hardware and/or software is compatible with the SDL Software, as set forth in the applicable Documentation.

3.3. **SDL Access**. Customer will provide SDL with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies. Customer will, at Customer's expense: (a) if necessary, allow SDL reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the Software and/or Services upon SDL's request.

3.4. **Customer Assistance.** Customer agrees to promptly cooperate and assist SDL as reasonably required during the delivery of Services related to SDL products and services. Delays caused by Customer shall be the responsibility of Customer and SDL shall have no liability for such delays. Customer shall make available in a timely manner at no charge to SDL all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by SDL for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to SDL, office space, services and equipment (such as copiers, fax machines and modems) as SDL reasonably requires to perform any Professional Services.

3.5. **Security.** During the Subscription Term, SDL shall maintain a formal security program materially in accordance with industry standards and that is designed to: (i) ensure the security and integrity of Customer's Confidential Information and the SDL network; (ii) protect against threats or hazards to the security or integrity of Customer Confidential Information and the SDL network; and (iii) prevent unauthorized access to Customer's Confidential Information (the "***SDL's Security Policy***"). In no event during the Subscription Term shall SDL materially diminish the protections provided by the controls set forth in the SDL's Security Policy.

3.6. **Aggregated Data.** Customer acknowledges and agrees that SDL may compile and will own Aggregated Data. To the extent necessary, Customer hereby grants SDL a perpetual, royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Data from Customer's use of the SDL Software and SDL Hosting.

3.7. **Customer Data.** Customer is responsible for all Customer Data. As between Customer and SDL, Customer will be responsible for the accuracy, truthfulness, consistency, and completeness of Customer Data. Customer warrants that it shall comply with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing, security, and transfer of Customer Data that it provides to SDL. Customer will be considered the data controller for any data that identifies an individual ("***Personal Data***"). To the extent that Customer (and any User), through or in connection with use of the SDL Software, collects, uses, stores, process and discloses data from any other User or third party, Customer (and each User) hereby warrants that it shall accurately and adequately, and in full compliance with applicable laws, obtain consent and disclose, either through a privacy policy or otherwise, how Customer (and each such User) collects, uses, stores, process and discloses data, including, where applicable, that third parties may store, use, and process Customer Data while providing products and services to Customer. SDL will have no responsibility to review information posted by Customer or its Users. SDL will have no liability as to the accuracy of any content posted by Customer or its Users. Additionally, Customer agrees and understands that the SDL Software and SDL Hosting may give Customer the functionality to make certain Customer Data available to the public and other third parties, and/or that Customer may request SDL to share Customer Data with third parties directly or through integrations with other third party services.

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CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER AND NOT SDL IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS SDL TO MAKE AVAILABLE TO THIRD PARTIES, INCLUDING FOR ENSURING SUCH DATA HAS BEEN COLLECTED, USED, TRANSFERRED AND DISCLOSED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND CUSTOMER'S APPLICABLE PRIVACY POLICY AND/OR OTHER DISCLOSURES RELATING TO THE COLLECTION, USE, TRANSFER, SECURITY AND DISCLOSURE OF CUSTOMER DATA. CUSTOMER HEREBY RELEASES SDL FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.

3.8. **Suitability of Personnel.** SDL shall assign employees and subcontractors with qualifications suitable for the work described in any relevant Work Statement. SDL may replace or change employees and subcontractors in its sole description with other suitably qualified employees or subcontractors.

3.9. **3rd Party Hardware and/or Software.** With the exception of SDL Software, Customer acknowledges responsibility for all hardware and software located on the Customer premises (**"3rd Party Hardware and/or Software"**). Customer agrees to maintain all 3rd Party Hardware and/or Software to an acceptable standard, including maintaining all software within the manufacturer's End of Life guidelines, applying all updates and patches, and keeping hardware within the manufacturer's recommended lifetime and maintenance guidelines. Unless otherwise agreed in an Order or Work Statement, SDL does not provide or maintain 3rd Party Hardware and/or Software.

3.10. **Hosting.** Subject to the payment of applicable fees, and the presence of SDL Hosting in an Order or Work Statement, SDL will furnish the SDL Hosting in accordance with the terms set forth in this agreement. Customer agrees and understands that SDL may enter into an arrangement with one or more third parties for the performance of SDL's obligations under this Section, whereby any such third party may host the SDL Software on SDL's behalf (SDL's ***"Third-Party Hosting Provider"***). SDL shall ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer's Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third Party Hosting Provider hosting the SDL Software, such third party's service levels, acceptable use policies and information security policies will also apply and be binding on Customer. If applicable, SDL will reasonably make this information available to Customer.

3.11. **Local Network and Hardware.** SDL shall not be required to provide Technical Support to the extent the provision thereof for any local network, hardware or software. It is the sole responsibility to the customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the customer's computers or servers. In the case of any disaster or loss of local data, any time requested of SDL will be billed at a separate rate as Professional Services, and the customer will need to approve this in advance through a Work Statement for SDL to provide any assistance.

3.12. **Internet Access.** All SDL Software, including software hosted on the Customer premises, requires a connection to the internet to function correctly. Customer shall maintain such internet connection for the Customer's Users as required, and ensure that internet connectivity is uninterrupted during the operation of the software. Customer understands that failure to maintain a functioning internet connection shall result in partial or complete inaccessibility of the SDL Software, and such failure does not constitute a breach of this Agreement by SDL.

3.13. **Error Corrections**. SDL will use commercially reasonable efforts to adapt, re-configure or re-program the SDL Software, as applicable, in order to correct in a timely fashion any Errors reported to SDL by Eligible Customer Personnel, as defined below, provided that if SDL determines in good faith that any such Error is the result of errors or misstatements in the Documentation, SDL may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by SDL to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's

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obligations hereunder.

3.14. **Procedural Workarounds**. In the event that SDL fails or is unable to correct any Error, as required by this Agreement, SDL will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the SDL Software, which, when employed in the regular operation of the SDL Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by SDL to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's obligations hereunder.

3.15. **Support Obligations**. Subject to Customer's being current on the payment of all fees under the Agreement, Customer will be permitted to designate, in writing to SDL, Users for purposes of obtaining Technical Support from SDL ("***Eligible Customer Personnel***"), which Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL. SDL will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Phone support (at such phone number as SDL may provide from time to time)	8:00 AM EST to 5.00 PM EST, excluding SDL Holidays
Email Support (at such email address as SDL may provide from time to time)	8.00 AM EST to 5.00 PM EST, excluding SDL Holidays
On-Site Support	As separately negotiated.

3.16. **Conditions of Technical Support**. Customer shall provide such information and/or access to Customer resources as SDL may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by SDL for purposes of performing its obligations hereunder. SDL shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 3.16. SDL reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Work Statement should Customer request an unreasonable volume of Technical Support given the fees paid pursuant to the General Terms and Customer's anticipated usage of the SDL Software and/or Services as determined by SDL.

3.17. **Availability**

3.17.1. Availability Standard. SDL shall use commercially reasonable efforts to make the SDL Hosting Available (as defined below), as measured over the course of any three (3) calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (as defined below) (the "***Availability Requirement***").

3.17.2. Scheduled Maintenance. SDL reserves the right to perform regularly scheduled maintenance on the SDL Hosting, which may prevent the SDL Hosting from being Available ("***Scheduled Maintenance***"). Scheduled Maintenance may include without limitation scheduled maintenance, updates of hardware or software, or upgrades to increase storage capacity. Scheduled Maintenance, while being conducted, may

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degrade the quality of the SDL Hosting which may include an outage of the Services; provided, however, that an outage related to Scheduled Maintenance shall not be deemed to be Unavailability. The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. SDL will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, SDL reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty-four (24) hour window.

3.17.3. Excluded Downtime. "***Excluded Downtime***" means (i) Scheduled Maintenance; (ii) general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within SDL's or its hosting providers' control; (iii) network intrusions or denial-of-service attacks, provided SDL has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) down periods due to Force Majeure Events, (v) issues associated with Customer provided hardware, software and other equipment, or (vi) issues associated with data uploaded to the SDL Hosting by Customer (including damages caused by viruses and other malicious code contained in data uploaded to the SDL Hosting by Customer).

3.17.4. Failure to Maintain Availability Requirement. In the event SDL fails to meet the Availability Requirement, as reported by Customer pursuant to this Section 3, Customer shall have the right to receive from SDL the applicable availability credits ("***Availability Credits***") set forth in Section 3.18 below.

3.18. **Service Level Credits.** Customer must (i) request all service credits set forth in this Section 3 in writing to SDL within thirty (30) days of the Availability failure; (ii) identify the relevant incident number or date and time relating to the Availability failure; and (iii) indicate its preference of a credit on its next invoice, an extension of the Order Term, in the event of expiration or non renewal of the relevant Order Term. SDL will issue a credit memo within thirty (30) days of Customer's written service credit request. Service credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the SDL Hosting in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	**Service Credit Percentage**
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

SDL's obligations set forth in these Service Levels represent Customer's sole and exclusive remedy, and SDL's sole and exclusive liability, for failure of the SDL Hosting to be Available.

3.19. **Third Party Offerings.** Customer agrees and understands that as part of the Services, SDL may offer access to products, services or content owned by and licensed from third parties (the "***Third Party Offerings***"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms identified, if applicable, within the relevant Order Form and/or within the SDL platform. SDL WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL SDL HAVE ANY LIABILITY UNDER

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THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND SDL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

3.20. **General Prohibition Against Misrepresentation**. Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the SDL Software, the Services and/or its relationship with SDL, including without limitation false advertising, making promises, representations, or warranties on behalf of SDL or claiming ownership of the SDL Software or the Services.

4. **FEES AND PAYMENTS.**

4.1. **Fees**. In consideration for the rights granted to Customer hereunder and the performance of SDL's obligations hereunder, Customer shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Addenda, Work Statement, or Order, which shall be due and payable on the due date of the invoice, which shall not be less than 30 days from when the invoice is issued by SDL or its third party billing agent with respect thereto.

4.2. **Customer Operating Expenses**. As between the Parties, Customer shall bear all expenses incurred in the performance of its obligations or exercise of its rights hereunder.

4.3. **Taxes**. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on SDL's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Customer will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder will be Customer's sole responsibility, and Customer will, upon SDL's request, provide SDL or its third-party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as SDL may reasonably request, to establish that such taxes have been paid.

4.4. **Late Payments; Interest**. If SDL does not receive fees by the due date, then at SDL's discretion, (a) such charges may accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; (b) SDL may condition future purchases of products and services on payment terms shorter than those specified in Section 4.1; and (c) SDL may suspend performance hereunder, which may include suspension of license(s) granted, until all fees are paid in full.

4.5. **Cost of Living/Consumer Price Index Increase.** The Parties agree that an annual Cost of Living/Consumer Price Index (CPI) price increase shall apply. This price increase shall be five percent (5%) unless SDL provides written notice of a change to the Cost of Living/CPI Price Increase at least one hundred and twenty (120) days before the anniversary on date on which the change would take effect, or agreed by the Parties in writing and in accordance with the terms of this Agreement.

5. **CONFIDENTIALITY RIGHTS AND OBLIGATIONS.**

5.1. **Ownership of Confidential Information.** The Parties acknowledge that during the performance

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of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The SDL Software, SDL Hosting, and Documentation are deemed Confidential Information of SDL.

5.2. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement

5.3. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (vii) in order to comply with the order of a court or other governmental body or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (viii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4. **Equitable Relief**. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

6. **PROPRIETARY RIGHTS.**

6.1. **SDL Products and Services**. Subject to the express licenses granted herein and in the Addenda, SDL retains all right, title, and interest in and to the SDL Software and SDL Hosting, including the SDL Software (including all software, SDL Desktop, SDL SaaS Software, SDL Mobile), the Documentation, Services, Aggregated Data, SDL Collected Information, Feedback, and associated intellectual property rights embodied in, or practiced by, the SDL Solution (including trademarks and copyright notices), and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement. Customer further acknowledges that SDL retains the right to use the SDL Software for any purpose in SDL's sole discretion, and SDL reserves all rights not expressly granted in this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under any Professional Services Work Statement, this is not a work-made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) and except for express licenses granted in this Agreement, SDL is not granting or assigning to Customer any right, title, or interest, express or implied, in or to any intellectual property.

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6.2. **Customer Data**. As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, SDL acquires no right, title and interest in and to the Customer Data.

6.3. **Feedback**. Customer may provide suggestions, comments, or other feedback (collectively, "***Feedback***") to SDL with respect to its products and services, including the SDL Software and SDL Hosting. Feedback is voluntary. SDL may use Feedback for any purpose without obligation of any kind in connection with SDL's business, including but not limited to the enhancement of the products and services.

6.4. **Information and Data**. As between the Parties, Customer acknowledges and agrees that SDL shall own all rights, title, and interests in and to any information, data, and content provided by, posted by, or otherwise collected from third parties through the use of or integration with the SDL Software (the "***SDL Collected Information***") and shall be free to use such SDL Collected Information in accordance with its privacy policy posted at http://www.getSDL.com/privacy, provided such data does not meet the definition of Customer Data.

6.5. **No Source Code.** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the SDL Software or any portion thereof is compiled or interpreted.

7. **CUSTOM DEVELOPMENT.**

7.1. **Development Undertaking.** Where requested by Customer and agreed in a Work Statement, SDL shall render Professional Services to develop the Custom Software in accordance with such Work Statement, including, without limitation, creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing, as necessary to enable the Custom Software to materially conform to the technical and performance standards set forth in such Work Statement. For purposes of this Agreement, "***Custom Software***" means software specifically developed for Customer by SDL and identified as such in a Work Statement.

7.2. **Development Schedule.** SDL and Customer will mutually agree in each relevant Work Statement on a schedule for the development of any Custom Software. SDL shall exercise commercially reasonable efforts, and will commit and utilize sufficient resources and personnel as it deems necessary, to complete development and delivery of the Custom Software, as contemplated in Sections 7.1 and 7.3, in accordance with such schedule and/or timetable as may be set forth in the applicable Work Statement.

7.3. **Ownership of Custom Software.** Unless otherwise expressly agreed in a Work Statement executed by both Parties and except to the limited extent that the same constitutes or embodies Customer's Confidential Information, ownership of all work product, developments, inventions, technology or materials, including without limitation, the Custom Software, provided under this Agreement ("***Developed Works***"), and all intellectual property rights therein, shall be solely owned by SDL. In addition to any express terms regarding Developed Works set forth in an applicable Work Statement, all Developed Works will be considered part of the SDL Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the SDL Software, including without limitation, provisions regarding ownership thereof, licenses and usage restrictions related thereto, and all economic terms.

8. **WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.**

8.1. **Representations and Warranties**. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. **Limited Software Warranty.** SDL hereby warrants, for the sole benefit of Customer, that (i) the SDL Software will conform in all material respects to the Documentation for a period of ninety (90) days following delivery or from right of access; and (ii) the SDL Hosting, if purchased, will materially conform to the Documentation during the Subscription Term; provided that such warranties will not apply to failures to conform to the Documentation to the extent such failures

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arise, in whole or in part, from (i) any use of the SDL Software or SDL Services other than in accordance with its Documentation, (ii) modification of the SDL Software or SDL Hosting by Customer or any third party; or (iii) any combination of the SDL Software or SDL Hosting with software, hardware or other technology not provided or authorized by SDL under this Agreement. Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that its sole and exclusive remedy, and SDL's sole and exclusive liability and obligation, with respect to any breach of the foregoing warranties shall be to use reasonable efforts to repair or replace such SDL Software with SDL Software that materially conforms to the Documentation. In the event SDL is unable to remedy the breach through the foregoing reasonable efforts, SDL may terminate the relevant Order or this Agreement. In the case of such termination, SDL will issue Customer a prorated refund of any prepaid fees for the SDL Software as to which the breach relates. With regard to any breach of the foregoing warranty with regard to SDL Hosting, Customer's sole and exclusive remedy and SDL's sole and exclusive liability shall be the service level credits provided in the SDL Hosting Addendum.

8.3. **Customer Data.** Customer represents and warrants that it has sufficient rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein.

8.4. **Legal Disclaimer.** Customer acknowledges and agrees that any advice provided by SDL's support personnel does not constitute legal advice.

8.5. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 AND 8.2, THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, AND SUPPORT SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY SDL ARE PROVIDED "AS IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND SDL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SDL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SDL DOES NOT WARRANT THAT THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, SUPPORT, SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT SDL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SDL OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SDL'S OBLIGATIONS HEREUNDER. THE SDL SOFTWARE AND SDL HOSTING MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT SDL AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS. SDL WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.

8.6. **Exclusions of Remedies; Limitation of Liability.** IN NO EVENT SHALL SDL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED

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TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SDL TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. $10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SDL BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. For purposes of this Section 8.6, all references to "SDL" will include SDL's affiliates, vendors, licensors, and suppliers.

8.7. **Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. **INDEMNIFICATION.**

9.1. **Indemnification by SDL.** SDL shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the SDL Software by Customer as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, SDL shall have no obligation or liability to the extent that the alleged infringement arises from (i) the combination, operation, or use of SDL Software with products, services, information, materials, technologies, business methods or processes not furnished by SDL; (ii) modifications to the SDL Software, which modifications are not made by SDL; (iii) failure to use Updates to the SDL Software provided by SDL; (iv) use of the SDL Software except in accordance with the Documentation; (v) Customer Data; or (vi) SDL's compliance with any instructions, requirements or specifications provided or designated by Customer (circumstances under the foregoing clauses (i) through (vi) collectively, "***Customer Indemnity Responsibilities***"). Upon the occurrence of any claim for which indemnity is or may be due under this Section 9.1, or in the event that SDL believes that such a claim is likely, SDL may, at its option (a) appropriately modify the SDL Software so that they become non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) terminate the relevant Order or this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated over the relevant Subscription Term on a straight-line basis. The obligations set forth in this Section 9 shall constitute SDL's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

9.2. **Indemnification by Customer**. Customer shall indemnify, hold harmless, and, at SDL's option, defend SDL from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities.

9.3. **Indemnity Proceedings.** The indemnity obligations set forth in Sections 9.1 and 9.2 are conditional upon the Party seeking an indemnity (the "***Indemnified Party***") giving the ***Indemnifying Party*** (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party with respect thereto or unless the Indemnified Party provides its prior written consent to such settlement. In any action for which the Indemnifying Party

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provides defense on behalf of the Indemnified Party, subject to the limitations above, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

10. **TERM AND TERMINATION.**

10.1. **Agreement.** This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the "***Term***"), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not terminating an Order within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to our standard schedule of fees for ongoing renewals.

10.2. **Renewal.** Unless otherwise stated in an Order or Work Statement, this agreement and all Subscription Terms for SDL Software and Support Services shall automatically renew for successive Terms of equal length if not canceled or amended, in writing, by either of the Parties at least ninety (90) days prior to the end of the existing Term.

10.3. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

10.4. **Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Notwithstanding the foregoing, Customer shall retain all rights granted to licensees under the US Bankruptcy Code for fully paid-up perpetual licenses.

10.5. **Termination of Individual Addenda.** In addition to each Party's rights under Sections 9.1, 9.2, and 9.3, each Party may terminate any particular Work Statement according to any provision therein permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

10.6. **Termination of Individual Work Statements.** Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements for Professional Services in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. SDL shall be paid for all work performed and expenses incurred through the date of termination.

10.7. **Accrued Obligations.** Termination of this Agreement and/or any particular Work Statement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Work Statement as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.

10.8. **Cumulative Remedies.** Termination of this Agreement and/or any applicable Work Statement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the

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Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

10.9. **Effect of Termination.** Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Notwithstanding the foregoing, neither Party shall be required to remove copies of the other Party's Confidential Information from its backup media and servers, email archives, or other archival systems where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation. Any amounts prepaid are non-refundable.

10.10. **Survival of Obligations.** The provisions of Sections 2.1, 3.6, 3.7, 3.17, 4.3, 4.4, 5, 6, 7, 8, 9.5, 9.6, 9.7, 9.8 and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. **GENERAL PROVISIONS.**

11.1. **Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of SDL are a valuable asset to SDL and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SDL employee or consultant who performs hereunder. Customer agrees that for each individual that Customer hires in violation of this Section, Customer shall pay to SDL liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or SDL, whichever amount is greater.

11.2. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. The General Terms, the Addenda and related Orders are the sole terms and conditions governing the subject matter hereof. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by SDL. Failure by Customer to provide SDL with a purchase order does not excuse Customer from timely payment of fees in the amounts, or in the manner, agreed upon in the applicable Order or the Agreement.

11.3. **Issuance of Work Statements.** Customer may request that SDL perform services by delivering a written request describing the proposed Professional Services. SDL shall prepare a draft work statement as an exhibit to this agreement (each, a "***Work Statement***"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to SDL in connection with the performance of such services. Customer, before the expiration date listed on the Work Statement, shall notify SDL of its acceptance of such Work Statement. Until the acceptance in writing of the proposed Work Statement, SDL shall have no obligation to perform the proposed Professional Services. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties. In the event of a conflict between a Work Statement and the Agreement, the Agreement shall govern.

11.4. **Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to SDL specifying the desired modifications. SDL shall, within a reasonable time following receipt of such request,

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submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Agreement. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.

11.5. **Independent Contractors**. In making and performing this Agreement, Customer and SDL act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.6. **Notices**. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to SDL, as follows:SDL MAILING ADDRESS. Or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.7. **Amendments; Modifications**. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

11.8. **Assignment; Delegation.** Customer shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of SDL, and, absent such consent, any attempted assignment or delegation shall be null, void, and of no effect.

11.9. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.10. **Severability**. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.11. **Waiver**. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.12. **Force Majeure**. Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably

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practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days may terminate this Agreement upon thirty (30) days written notice.

11.13. **Disputes**. If a dispute arises under or in connection with this Agreement, the parties shall promptly use reasonable efforts to resolve the dispute in accordance with the procedures set out herein. The party raising the dispute shall notify the other party in writing. The parties shall then work in good faith to resolve the dispute within ten (10) business days from the date of the written notice. If the dispute is not resolved within the initial ten (10) business days, either party may escalate the matter by sending a written notice to move the dispute to the first level of escalation. If the dispute remains unresolved within ten (10) business days after the first escalation, either party may further escalate the dispute by providing a written notice to the second level of escalation. If the dispute remains unresolved two (2) months after the second escalation notice, either party may pursue any other remedy available under this Agreement. Notwithstanding the steps above, nothing in this Agreement prevents either party from seeking injunctive relief from a court of competent jurisdiction, in addition to any other remedies available at law or in equity.

11.14. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF DELAWARE.

11.15. **U.S. Government End-Users**. Each of the components that constitute the SDL Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R.12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SDL Software with only those rights set forth herein.

11.16. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.17. **Headings**. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.18. **Electronic Acceptance and Execution**. This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

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SDL

SPATIAL DATA LOGIC LLC.		Customer: City of Cape May	
Name		Name	Justin Riggs Jriggs
Title		Title	
Signature		Signature	
Date		Date	

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

RESOLUTION NO. 210-05-2026

RESOLUTION AUTHORIZING APPROVAL OF A REQUIRED DISCLOSURE AWARD TO FM SCHIAVONE FOR POLE INSTALLATION

WHEREAS, the City of Cape May has a need for installation of Aluminum Poles 18' Tall 4 EA for Banners for its daily operations as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, FM Schiavone, P.O. Box 416, Malaga, NJ 08328 has proposed service in the amount of $34,000.00, acceptable to the City, which is in excess of the play threshold of $17,500.00; and

WHEREAS, the City sought multiple quotes in accordance with N.J.S.A. 40A:11-6.1; and

WHEREAS, FM Schiavone, P.O. Box 416, Malaga, NJ 08328 has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED $34,000.00 are available.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Committee of the City of Cape May authorizes the Mayor to enter into a contract with FM Schiavone, P.O. Box 416, Malaga, NJ 08328, not to exceed $34,000.00 for Aluminum Poles 18' Tall 4 EA for Banners.

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 May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
City Engineer
Accounts Payable
CFO

FM Schiavone

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

April 27 2026

City of Cape May

Attn: Paul Dietrich
RE: Aluminum Poles 18' Tall 4 EA for Banners

	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Furnish and install 4 18' Tall powder coated				
	Quantity	**Unit**	**Price**	**Total**
18' Tall Aluminum	4	EA	$8,500.00	$34,000.00
Footer design to be provided by City and				
installed by FMS				

Total	**$34,000.00**

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

Resolution: 210-05-2026
Authorizing approving required disclosure – Schiavone Const. Inc. Pole Installation
Amount: Not-to-exceed $34,000.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the C-04-55-923-205 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

Lauren Read, CFO/Treasurer

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

RESOLUTION NO. 211-05-2026

RESOLUTION AUTHORIZING CONSERVATION EASEMENT AGREEMENT

WHEREAS, the U.S. Department of Interior has awarded the City of Cape May a grant for $750,000 for the rehabilitation of the former Allen AME Church.

WHEREAS, a condition of the grant is to provide a 20-year Conservation Easement.

WHEREAS, the City of Cape May carefully considered this grant program that assist the City in achieving the rehabilitation of the AME Church.

NOW THEREFORE, BE IT RESOLVED, that the governing body of the City of Cape May, State of New Jersey, shall execute a conservation easement with the New Jersey Historic Preservation Office. This conservation easement will be entered under New Jersey state law for the purpose of preserving the former Allen AME Church, a building that is important culturally, historically, and architecturally.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and Clerk are hereby authorized to sign the conservation easement on behalf of the City of Cape May.

BE IT FURTHER RESOLVED that the Mayor, City Manager, and Clerk are hereby authorized, directed and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interest of City of Cape May, including without limitation the execution and deliver of a conservation easement.

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 May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: City Engineer
Grant/Project file

Preservation Easement for a Historic Preservation Fund Grant for AME Church

(Covenant may be substituted for Easement where deemed necessary throughout the document)

INTRODUCTION.

This conservation easement agreement is made the Date day of Month, 20 Year, between City of Cape May, 643 Washington Street, Cape May City, NJ 08204, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the State Historic Preservation Office/Other, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under New Jersey State Law/Regulation for the purpose of preserving the Name of Subject Property, a building that is important culturally, historically, and/or architecturally.

The Subject Property. This agreement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of the AME Church located at 715 Franklin Street, Cape May, NJ 08204 and known as Block 1080, Lot 30 on the Official Tax Map of the City of Cape May (hereafter referred to as the "Subject Property").

Grant of conservation easement. In consideration of the sum of $750,000.00 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of the Subject Property.

Easement required for Federal grant. This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the HPF Grant Program Name.

Conditions of easement:

Duration. This conservation easement is granted for a period of insert number of years 20 years commencing on the date when it is filed with the Cape May County Clerk's Office in the State of State, in the United States of America.

Documentation of condition of the Name of Subject Property at time of grant of this easement. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "B" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit "B", Grantee and/or the Grantor personnel have compiled a photographic record, including

photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Subject Property.

Duty to maintain the Subject Property. The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.

Restrictions on activities that would affect historically significant components of the Subject Property. The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B." Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's Standards for the Treatment of Historic Properties (hereinafter referred to as the "Standards").

Restrictions on activities that would affect archeological resources. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable Standards for Archeology and Historic Preservation.

Maintenance of recovered materials. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.

Public access. The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

Right to inspect. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.

Anti-discrimination. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee (or State Historic Preservation Office if another organization is holding the easement).

Easement shall run with the land; conditions on conveyance. This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.

Casualty Damage or Destruction. In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register (or the SHPO if the Grantee is not the State) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government.

Enforcement. The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears

to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the- State Attorney General for all the State's expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

Effective date; severability. This conservation easement shall become effective when filed by the Grantor in the Cape May County Clerk's Office, Cape May Court House, New Jersey with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

Amendments. The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Cape May County Clerk's Office.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

Grantor: City of Cape May
By:
Zachary Mullock, Mayor

STATE OF NEW JERSEY, CAPE MAY COUNTY, S.S.
On this Date day of Month, 20 Year, before me the undersigned, a Notary Public for said State, personally appeared Name of Person, to me personally known, who stated that he is Title and Organization, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

Signature of Notary

NOTARY PUBLIC

Grantee: Name of Grantee
By: Name of Individual
Name and Title

STATE OF _____, _____ COUNTY, S.S.
On the Date day of Month, 20 Year, before me, a Notary Public for said State, personally appeared Name of Person, who stated that he is the duly appointed and actively serving Title and Organization, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the State Historic Preservation Office [or other organization].

Signature of Notary

NOTARY PUBLIC

Exhibit A
Legal description of the Subject Property as found in the property deed

The Land is described as follows in the Deed from African Methodist Episcopal Church of Cape May to City of Cape May dated March 30, 2021 and recorded in the Office of the Cape May County Clerk in Deed Book 3977, Page 305:

All that certain lot, tract or parcel of land and premises situate lying and being in the City of Cape May City, County of Cape May and State of New Jersey, bounded and described as follows:

Tract #1

BEGINNING at a corner of Franklin & Osborne Street, from thence bounded by Osborne Street north thirty nine degrees and forty-five minutes east one hundred and seventeen feet to a corner; from thence north fifty-five degrees and fifteen minutes west forty-five feet to the northeast corner of a lot of land owned by William L. Cresse; from thence bounded by the said Cresse's lot of land South thirty-nine degrees and forty-five minutes west, one hundred and sixteen feet to Franklin Street; from thence bounded by Franklin Street south forty-five degrees and forty-five minutes east, forty-five feet to the place of beginning.

FOR INFORMATION PURPOSES ONLY:
Commonly known as:
715 Franklin Street Cape May, NJ 08204 Block 1080 Lot 30

BOOK D3977 PG 305
INSTRUMENT NUMBER 2021017933
RECORDED COUNTY OF CAPE MAY
RITA M. ROTHBERG, COUNTY CLERK
RECORDING FEE $75.00
RECORDED 04/12/2021 12:45:17

Cape May County
Document Summary Sheet

CAPE MAY COUNTY CLERK
PO BOX 5000
7 NORTH MAIN STREET
CAPE MAY COURT HOUSE NJ 08210

Official Use Only

Transaction Identification Number	5142935 5068028
Submission Date *(mm/dd/yyyy)*	04/02/2021
No. of Pages *(excluding Summary Sheet)*	4
Recording Fee *(excluding transfer tax)*	$75.00
Realty Transfer Tax	$0.00
Total Amount	$75.00
Document Type	DEED-TOTAL EXEMPTION FROM RTF
Municipal Codes	
CAPE MAY	2
Batch Type	L2 - LEVEL 2 (WITH IMAGES)

Return Address *(for recorded documents)*
TITLE COMPANY OF JERSEY
1501 TILTON RD STE 2
NORTHFIELD, NJ 08225

182652

Additional Information (Official Use Only)

**** DO NOT REMOVE THIS PAGE.***
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Cape May County
Document Summary Sheet

DEED-TOTAL EXEMPTION FROM RTF	Type	DEED-TOTAL EXEMPTION FROM RTF			
	Consideration	$350,000.00			
	Submitted By	TITLE COMPANY OF JERSEY (CSC/INGEO SYSTEMS INC)			
	Document Date	04/02/2021			
	Reference Info				
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date
	GRANTOR	Name		Address	
		AFRICAN METHODIST EPISCOPAL CHURCH OF CAPE MAY NEW JERSEY			
	GRANTEE	Name		Address	
		CITY OF CAPE MAY			

Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
	2	1080	30 AND 31		2

** DO NOT REMOVE THIS PAGE.*
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF CAPE MAY COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

THE TITLE CO OF JERSEY
#806142-WW

PREPARED BY:

D. Scott DeWeese, II, Esquire

DEED

This Deed is made on MARCH 30, 2021.

BETWEEN **AFRICAN METHODIST EPISCOPAL CHURCH OF CAPE MAY, NEW JERSEY**, whose mailing address is 717 Franklin Street, Cape May, New Jersey 08204, referred to as the Grantor,

AND **CITY OF CAPE MAY,** whose mailing address is 643 Washington Street, Cape May, New Jersey 08204, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below, together with any and all rights owned by Grantor relating to the property, to the Grantee. This transfer is made for the sum of **THREE HUNDRED FIFTY THOUSAND ($350,000.00) DOLLARS.** The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-1.1) City of Cape May, Block No. 1080 Lot No. 30 (Tract #1) and Block No. 1080 Lot No. 31 (Tract #2).

PROPERTY. The property consists of the land and all the buildings and structures on the land in the City of Cape May, County of Cape May and State of New Jersey. The legal description is as follows:

TRACT #1

BEGINNING at a corner of Franklin & Osborne Street, from thence bounded by Osborne Street north thirty-nine degrees and forty-five minutes east one hundred and seventeen feet to a corner; from thence, north fifty-five degrees and fifteen minutes west forty-five feet to the northeast corner of a lot of land owned by William L. Cresse; from thence bounded by the said Cresse's lot of land South thirty-nine degrees and forty-five minutes west, one hundred and sixteen feet to Franklin Street; from thence bounded by Franklin Street south forty-five degrees and forty-five minutes east, forty-five feet to the place of beginning

FOR INFORMATION PURPOSES ONLY:

Commonly known as: 715 Franklin Street
Cape May, NJ 08204
Block 1080 Lot 30

TRACT #2

BEGINNING at a stone in the northeasterly side line of Franklin Street forty-five feet north of Osborn Street and running thence along Franklin Street forty-five and three quarter's degrees west forty feet to the corner of lot number one; thence north thirty-nine and three quarter's degrees east; one hundred and fifteen feet to Gorson's line; thence south fifty-five and one quarter degrees east, forty-eight feet to a corner , one hundred and sixteen feet to the place of beginning.

FOR INFORMATION PURPOSES ONLY:

Commonly known as: 717 Franklin Street
Cape May, NJ 08204
Block 1080 Lot 31

AS TO TRACT #1 BEING, the same lands and premises which The Trustees of the African Methodist Episcopal Mt. Pisgah Church at Cape May, a religious corporation of the State of New Jersey, by Deed dated July 15, 1957 and recorded on July 3, 1958, in the Office of the Clerk of Cape May County in Deed Book 965 page 128, granted and conveyed unto African Methodist Episcopal Church of Cape May, New Jersey, the within Grantor.

AS TO TRACT #2 BEING, the same lands and premises which Allen African Methodist Episcopal Church, a religious corporation of the State of New Jersey, by Deed dated July 15, 1957 and recorded on July 3, 1958, in the Office of the Clerk of Cape May County in Deed Book 695 page 132, granted and conveyed unto African Methodist Episcopal Church of Cape May, New Jersey, the within Grantor.

UNDER AND SUBJECT TO all valid covenants, conditions, restrictions, reservations and easements of record.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

WITNESS:

N/A

AFRICAN METHODIST EPISCOPAL CHURCH OF CAPE MAY, NEW JERSEY

Bishop Gregory G.M. Ingram

STATE OF Michigan :

COUNTY OF Oakland : **ss.**

I CERTIFY that on March 30th 2021, Bishop Gregory G.M. Ingram personally came before me and acknowledged under oath, to my satisfaction, that he:

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his act and deed; and
(c) made this Deed for $350,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

ELIAS DAHER
Notary Public - State of Michigan
County of Oakland
My Commission Expires Aug 20, 2025
Acting in the County of Oakland

Notary

RECORD & RETURN TO:

AFRICAN METHODIST EPISCOPAL CHURCH OF CAPE MAY, NEW JERSEY

to

CITY OF CAPE MAY

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, **P.L.**1968, as amended through Chapter 33, **P.L.** 2006) (**N.J.S.A.** 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF Michigan (State : Michigan) }SS.
COUNTY Oakland
County Municipal Code 0502

FOR RECORDER'S USE ONLY	
Consideration	$
RTF paid by seller	$
Date	By

MUNICIPALITY OF PROPERTY LOCATION CAPE MAY

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE *(See Instructions #3 and #4 on reverse side)*

Deponent, Bishop Gregory G.M. Ingram (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Corporate Officer of Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated March 30, 2021 transferring real property identified as Block number 1080 Lot number 30 & 31 located at 715 & 717 Franklin Street, Cape May, New Jersey (Street Address, Town) and annexed thereto.

(2) CONSIDERATION $ 350,000.00 *(Instructions #1 and #5 on reverse side)* ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A)**REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

$_____ ÷ _____% = $_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE *(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by **C.** 49, **P.L.** 1968, as amended through **C.** 66, **P.L.** 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision

(5) PARTIAL EXEMPTION FROM FEE *(Instruction #9 on reverse side)*
NOTE: All boxes below apply to grantor(s) *only*. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by **C.** 176, **P.L.** 1975, **C.** 113, **P.L.** 2004, and **C.** 66, **P.L.** 2004 for the following reason(s):

A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * *(Instruction #9 on reverse side for A or B)*
B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** *(Instruction #9 on reverse side)*
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION *(Instructions #2, #10 and #12 on reverse side)*
☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ **"NEW CONSTRUCTION"** printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES *(Instructions #5, #12, #14 on reverse side)*
☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, **P.L.** 1968, as amended through Chapter 33, **P.L.** 2006.

Subscribed and sworn to before me
this 30 day of March, 2021

Bishop Gregory G.M. Ingram
Signature of Deponent

4606 Forest Edge Lane
West Bloomfield, MI 48323
Deponent Address

[redacted]
Last three digits in Grantor's Social Security Number

African Methodist Episcopal Church
Grantor Name

of Cape May, New Jersey
4606 Forest Edge Lane
West Bloomfield, MI 48323
Grantor Address at Time of Sale

The Title Company of Jersey
Name/Company of Settlement Officer

Notary Public
ELIAS DAHER
Notary Public - State of Michigan
County of Oakland
My Commission Expires Apr 20, 20
Acting in the County of Oakland

FOR OFFICIAL USE ONLY			
Instrument Number		County	
Deed Number		Book	Page
Deed Dated		Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:
STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm

GIT/REP-3
(2-21)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
African Methodist Episcopal Church of Cape May, New Jersey

Current Street Address
~~4600 Forest Edge Lane,~~ 3801 MARKET ST

City, Town, Post Office | State | ZIP Code
~~West Bloomfield~~ PHILADELPHIA, PA 19104 | MI | 48323

Property Information

Block(s)	Lot(s)	Qualifier
1080	30 & 31	

Street Address
715 & 717 Franklin Street

City, Town, Post Office | State | ZIP Code
Cape May | NJ | 08204

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	$350,000.00	100%	3-31-2021

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
   ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact
3/30/2021	Bishop [illegible]	
Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact

Exhibit B
Baseline Documentation

Former Allen AME Church, Cape May City, New Jersey

New Jersey Department of Environmental Protection
Historic Preservation Office

PROPERTY REPORT

Property ID: -1215579916

Property Name: Allen African Methodist Episcopal Church **Ownership:**
Address: 715 FRANKLIN ST **Apartment #:** **ZIP:** 08204

PROPERTY LOCATION(S):

County:	Municipality:	Local Place Name:	USGS Quad:	Block:	Lot:
CAPE_MAY	Cape May			1080	30

Property Photo:



Old HSI Number: **NRIS Number:** **HABS/HAER Number:**

Description:
Refer to Building Attachment Form.

The church is located at the corner of Franklin and Osborne. It is set back approximately 5 feet from the sidewalk on Franklin with a raised concrete curb along the sidewalk wrapping to the southwest property line. A small asphalt parking lot is accessed from Osborn. Foundation plantings are located along the front (southwest) elevation. The remainder of the property is largely covered by a grass lawn.

Setting:
Franklin Street runs approximately 1/3 of a mile from Kearney Avenue to Lafayette, generally in a northwesterly direction. The eastern part of Franklin Street is largely residential and includes both 19th and early 20th century homes. As it approaches Washington Street, Franklin includes several institutional buildings such as churches, a fire station and post office.

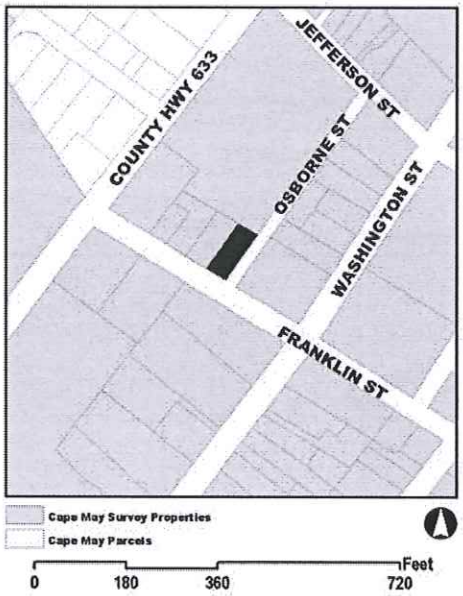
Registration and Status Dates:

National Historic Landmark?: ☑

National Register:	12/29/1970	**SHPO Opinion:**	
New Jersey Register:	12/10/1970	**Local Designation:**	
Determination of Eligibility:		**Other Designation:**	
Certification of Eligibility:		**Other Designation Date:**	5/11/1976

☐ **Eligibility Worksheet included in present survey?** ☐ **Is this Property an identifiable farm or former farm?**

Location Map:



Site Map:

BIBLIOGRAPHY:

Author:	Title:	Year:	HPO Accession #: (if applicable)
(None Listed)	1890 Sanborn Map	1890	
(None Listed)	1909 Sanborn Map (corrected to 1932)	1932	
(None Listed)	Franklin Street School, Cape May City file, NJDEP-SHPO		
(None Listed)	1872 Beers Map	1872	
(None Listed)	1850 Nunan Map	1850	
(None Listed)	http://www.historicaerials.com - Accessed 07/27/2011		
(None Listed)	1909 Sanborn Map	1909	
(None Listed)	1886 Scott Map	1886	
(None Listed)	1937 Sanborn Map (corrected to 1945)	1945	

Additional Information:

This building represents the second home of Cape May's African Methodist Episcopal church congregation, which first occupied a smaller structure (no longer extant) on the opposite side of Franklin Street by 1872 (1872 Beers Atlas). By 1890, the present building was constructed, presumably as the congregation grew, and its church was purchased by an African-American Methodist (not AME) congregation later known as the Franklin Street Methodist Church. The 1890 Sanborn indicates that the chancel on the building today had not yet been constructed at that time, and also records that a small dwelling, no longer extant, had been constructed to the rear (northeast) of the church on the lot, presumably as the rectory or as a rental property. The 1909 Sanborn indicates that the current chancel had been constructed by that date. At an unidentified date in the mid-20th century, the building was re-clad with its current shingle siding.

This property is a key contributing property in the historic district, because of its role as a key focal point in the historic African-American neighborhood in Cape May and because it retains integrity and key character-defining historic features, such as historic windows, bell tower, and massing.

More Research Needed? ☐ (checked=Yes)

INTENSIVE-LEVEL USE ONLY:

Attachments Included:

1	Building	0	Bridge
0	Structure	0	Landscape
0	Object	0	Industry

Historic District ? ☑

District Name: Cape May Historic District

Status: Key Contributing

Associated Archeological Site/Deposits? ☐
(known or potential sites. If Yes, please describe briefly)

Conversion Problem? ☐ ConversionNote:

Date form completed: *9/23/2011*

New Jersey Department of Environmental Protection
Historic Preservation Office

Property ID: -1215579916
Element ID: 942378382

BUILDING ATTACHMENT

Common Name: Allen African Methodist Episcopal Church
Historic Name: Allen African Methodist Episcopal Church

Present Use: Institutional, religious assembly
Historic Use: Institutional, religious assembly

ConstructionDate: 1890 **Source:** 1886 Scott Map; 1890 Sanborn Map

Construction Start Date: **Construction End Date:**

Style: Other ☑ Vernacular Style?
Form: Other **Physical Condition:** Good
Type: Other **Remaining Historic Fabric:** High
Roof Finish Materials: Asphalt Shingle **Stories:** 1
Exterior Finish Materials: Asbestos Siding **Bays:** 3

Exterior Description:

This 1-story, front gable-roof, vernacular Victorian-period church is 3-bays wide and 4-bays deep. A central hipped-roof tower is located on the front (southwest) elevation, which extends above the ridge of the main roof. A 1-story, 1-bay wide, 1-bay deep front gable-roof chancel is centered at the rear (northeast) elevation. The roof is covered with asphalt shingles and has extended eaves. An exterior stuccoed chimney is located northwest of the chancel at the rear (northeast) elevation. The walls are clad with asbestos shingles and the foundations are stuccoed. Windows at the main body of the church are 3-part stained glass units with operable upper and lower sash and wood surrounds. The front (southwest) elevation has a round pivot window above the central entrance at the tower flanked by stained glass windows at the main block. The pair of wood paneled entrance doors are topped by a triangular transom window with a large central glass pane surrounded 26 small panes of glass and have concrete steps with decorative metal railings. The southeast side elevation of the main body of the church includes four stained glass windows and a bulkhead door. The southeast side elevation of the tower and the chancel each have a 1/1 pointed arch, double-hung window. The southwest side elevation of the main body of the church has four stained glass windows. The southeast side elevation of the tower has a 1/1 pointed arch, double-hung window and the southeast side elevation of the chancel is covered with vines at the time of the survey. The rear (northeast) elevation of the main block has a stained glass window at the southeast bay and a secondary entrance door with a wood surround at the northwest bay. A raised concrete patio and stair with a metal railing span the northwest bay.

Interior Description:

This survey project did not include a review of building interiors. Further research/survey is recommended.

Alteration Dates:

Alteration(s):	Circa Date:	Date Range:		Source:
Physical alteration	1909		to	1909 Sanborn Map

Architect/Designer::

Date form completed: *8/16/2011*

Exhibit C
Resolution Authorizing Conservation Easement Agreement

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

RESOLUTION NO. 212-05-2026

RESOLUTION FOR CONDITIONAL AUTHORIZATION FOR PLANNING AND PERMITTING OF THE USS JACOB JONES MEMORIAL PROJECT

WHEREAS, on December 11, 1941, four days after the Japanese attacked Pearl Harbor, Germany declared war on the United States; and

WHEREAS, on February 28, 1942, the US Navy destroyer, the USS Jacob Jones 130, was sunk by a Nazi U-boat while on patrol off Cape May. It was the very first US warship to be sunk during WW II by the Germans following the declaration of war. The sinking site remains a hallowed grave off Cape May's shore where 138 officers and crew perished. 11 survivors were treated at what is currently the U.S. Coast Guard Base in Cape May; and

WHEREAS, the USS Jacob Jones Memorial (JJM) is 501c-3 non-profit organization formed for the primary purpose of establishing a permanent place of remembrance honoring the 138 sailors lost aboard the USS Jacob Jones and preserving the legacy of all U.S. Navy service members lost in the Battle of the Atlantic; and

WHEREAS, JJM engaged in multiple public forums with proposed sites and design concepts and continued to solicit feedback from the public in order to arrive at a location and design that would serve the essential purposes of the memorial and be an appropriate addition to the City; and

WHEREAS, on May 5, 2026, JJM presented a revised proposal for siting a potential memorial within the area of the proposed promenade extension along Beach Avenue and in the right of way just southwest of Philadelphia Avenue in front of the Grand Hotel. The Grand Hotel contains an existing World War II observation tower. At this location, JJM proposed the establishment of a "portal into reverential space," referencing a site plan with cross-sections, various renderings, and a video depicting the proposed memorial space, illustrating how it would blend into the new promenade and be embedded in the surrounding natural environment; and

WHEREAS, based on the reception of this public presentation on May 5, 2026, and JJM's consideration of the various impacts reflected in the design, the City Council has determined that it is appropriate and in the best interests of the City to conditionally authorize further planning and preparation by JJM for the location and design described in the May 5, 2026 presentation to City Council; and

WHEREAS, the City and JJM anticipate the execution of an Agreement to confirm the parties' respective responsibilities and financial commitments to this project prior to any construction, which Agreement shall be subject to further Resolution by the City Council. This conditional authorization, however, shall permit JJM to continue pursuing planning and permitting for the concept as presented; and

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

1. The Recital paragraphs are incorporated as if fully set forth.

2. City Council hereby authorizes JJM to proceed with further planning and permitting for the installation of the Jacob Jones Memorial in the manner and at the location described herein and the May 5, 2026 presentation to City Council, which presentation is incorporated herein by reference.

3. As a condition precedent to any construction, the City of Cape May and JJM shall memorialize an Agreement confirming the parties' respective responsibilities and financial commitments with respect to this project.

4. The Mayor and all other appropriate City Officials are hereby authorized and directed to take all action and execute all documents required to give effect to this Resolution.

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

Cc: City Manager
JJM

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

RESOLUTION NO. 213-05-2026

RESOLUTION AUTHORIZING LISTING AND MARKETING COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

WHEREAS, pursuant to Resolution No. 268-09-2025, City Council authorized the sale of a 2004 E-One Tower as surplus City property no longer needed for public use (herein "the Property") through FireLine Equipment LLC; and

WHEREAS, pursuant to Resolution No. 311-11-2025, City Council authorized the Property to be sold through GovDeals.com; and

WHEREAS, the City listed the property on multiple occasions without success; and

WHEREAS, the City Fire Chief has recommended that the City engage Brindlee Mountain Fire Apparatus ("Brindlee") to broker the property and solicit offers on behalf of the City. Brindlee has provided a commission agreement and proposal to the City to effectuate a sale of the property. The agreement is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, the City Council hereby authorizes the sale of the property for any amount that meets or exceeds the estimated fair value and with the assistance of Brindlee;

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

1. The Recital paragraphs are incorporated as if fully set forth.

2. The Mayor, City Manager, and City Clerk are hereby authorized to execute on behalf of the City the proposal from Brindlee Mountain Fire Apparatus to market the sale of the Property, according to the terms of EXHIBIT A which is attached hereto and incorporated herein by reference.

3. The City Council hereby authorizes all appropriate City Officials to effectuate a sale of the equipment for any amount that meets or exceeds the estimated fair value.

4. If the 2004 E-One Tower does not sell within 30 days of posting, the City has permission to scrap said vehicle.

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: CMFD
Accounts Payable
CFO

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 HWY 231 Union Grove AL 35175 - (256) 776-7786

Listing & Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20_____:

Apparatus: 2004 E-One Tower (the "Apparatus") Apparatus owned or exclusively offered for sale by:CITY OF CAPE MAY("Seller") If Apparatus not owned by Seller, then owner of the Apparatus:
N/A _____("Owner") List Price: The price at which the Apparatus will be listed shall be NO LESS THAN $20,000, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and adverse the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus, including but not limited to any information about the history and condition of the Apparatus and the legal entitlement of Seller or Owner to act in respect of the Apparatus, is true, complete, and correct. Seller holds Brindlee harmless and indemnifies Brindlee from any claims, losses, damages, penalties, or similar liability (collectively, "Liability") resulting from inaccuracies in or omissions from such information, including but not limited to Liability arising from a buyer or any other third party. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

10% of the sales price if the subject Apparatus is sold for less than $200,001; and
7% of the sales price if the subject Apparatus is sold for a price from $200,001 to $350,000; and
5% of the sales price if the subject Apparatus is sold for a price above $350,000

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed toBrindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was

referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been Terminated. This Agreement shall automatically expire on December 31, 2026, unless earlier terminated as provided herein.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement.This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Madison County, Alabama.

Agreed to by:

Seller :

_____
ZACHARY M. MULLOCK, MAYOR

By: _____
Name:_____
Title:_____
Date:_____

Brindlee:

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name:_____
Title:_____
Date:_____

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

RESOLUTION NO. 214-05-2026

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED NEW JERSEY COOPERATIVE PURCHASING ALLIANCE CONTRACT VENDORS - CONTRACT BC-BID-24-43 – ALL AMERICAN FORD

WHEREAS, the City of Cape May may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the New Jersey Cooperative Purchasing Alliance (CK-04); and

WHEREAS, the City has the need on a timely basis to purchase goods and services by utilizing New Jersey Cooperative Purchasing Alliance (CK-04) Cooperative Contracts, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7 et. Seq.; and

WHEREAS the City intends to enter into contract for the below listed vehicles through BC-BID-24-43:

Four (4) Ford Police PIU's $188,558.20, with $150.00 delivery/ vehicle.	$189,188.20
One (1) Ford Police Command Expedition $69,900, with $150.00 delivery.	$70,050.00
One (1) Ford Active $42,022.70, with $150.00 delivery.	$42,172.70
	$301,410.90

; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance (CK-04) has extended pricing authorized under the cooperative from All American Ford; and

NOW THEREFORE BE IT RESOLVED that the Governing Body of the City of Cape May, County of Bergen as follows:

1. The Mayor, City Manager, City Clerk, and any other appropriate City Official are authorized to enter into a contract with approved New Jersey Cooperative Purchasing Alliance (CK-04) Cooperative Contract Vendors, through contract BC-Bid-24-43, extended to municipal units, pursuant to all conditions of the individual contracts through All American Ford for:

Four (4) Ford Police PIU's $188,558.20, with $150.00 delivery/ vehicle.	$189,188.20
One (1) Ford Police Command Expedition $69,900, with $150.00 delivery.	$70,050.00
One (1) Ford Active $42,022.70, with $150.00 delivery.	$42,172.70
	$301,410.90

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 May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
DPW
PD
Accounts Payable
CFO

Resolution: 214-05-2026
Authorizing Contracts with Certain NJ State CoOp vendors – All American Ford
Amount: $301,410.90

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-0-55-926-104 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

Lauren Read, CFO/Treasurer

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

RESOLUTION NO. 215-05-2026

RESOLUTION AUTHORIZING THE SALE OF SURPLUS CITY PROPERTY NO LONGER NEEDED FOR PUBLIC USE THROUGH GOVDEALS.COM PUBLIC ONLINE AUCTION

WHEREAS, the City of Cape May has determined that certain property is no longer needed for public use. The property is described in the attached EXHIBIT A and incorporated herein by reference; and

WHEREAS, the City of Cape May intends to utilize the online auction services of GovDeals public online auction (govdeals.com); and

WHEREAS, the sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notice 2019-15; and

WHEREAS, the City Council of the City of Cape May deems it in the best interests of the City to auction the property no longer needed in the manner provided herein.

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

1. The Recital paragraphs are incorporated as if fully set forth.

2. The City of Cape May is hereby authorized to sell the surplus personal property as indicated in EXHIBIT A on an online auction website GovDeals. All surplus property shall be sold in "As Is" condition without any express or implied warranties. The terms and conditions applicable to the utilization of GovDeals are available at govdeals.com.

3. The City of Cape May reserves the right to accept or reject any bid submitted.

4. The successful bidder(s) shall be required to pay the full amount of the sale, execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property, and shall be required to plan for the pick-up of sold property from the City within 10 business days of the auction.

5. No less than seven (7) days prior to any sale, the City Clerk shall publish a legal advertisement in the official newspaper informing the public as to the scheduled dates of the online public auction, the nature of items being sold, conditions of the sale, and where to obtain more information on the sale as required by N.J.S.A. 40A:11-36.

6. The appropriate City Official is hereby authorized to remove any and all items listed in EXHIBIT A from the City's Fixed Assets Listing.

7. All appropriate City officials and employees are hereby authorized and directed to take all action necessary and appropriate to effectuate the terms of this Resolution.

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: DPW
Deputy CFO

Item	Asset #	Plate #	VIN	Mileage
Tennant ATLV 4300 Vacuum MFG 2013	51	NA	4300-3490	0
2011 Chevy Tahoe	341	na	1GNSK2K09BR158382	90,832
2013 Ford Taurus	A036	na	1FAHP2MK9DG199672	108,764
2014 Ford Taurus	A052	na	1FAHP2MK4EG141406	104,534
2011 Ford Expolder	25	na	1FMHK8B81BGA78369	56,019
2011 Ford Escape	84	na	1FMCU9D70BKA39218	62,306
2009 Chevy 3500	2304	na	1GBJK74K69E139704	48,689
2015 ISUZU	30	na	JALE5W169F7300759	33,249
2013 INTERNATIONAL	46	na	1HTWDAAR0DH304182	17,669
2011 M39 Series 5 ton truck	NA	NA	2307599	6,457

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

RESOLUTION NO. 216-05-2026

RESOLUTION AUTHORIZING APPROVAL OF A REQUIRED DISCLOSURE AWARD TO ZONE STRIPING INC. FOR LINE STRIPING SERVICES

WHEREAS, the City of Cape May has a need for line striping services for its daily operations as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, Zone Striping Inc., 718 Jacon Harris Rd., Glassboro, NJ 08028, has proposed a cost of service of 34,915.00 acceptable to the City, which in the aggregate is expected to be in excess of the play threshold of $17,500.00; and

WHEREAS, the City sought multiple quotes in accordance with N.J.S.A. 40A:11-6.1; and

WHEREAS, Zone Striping Inc., 718 Jacon Harris Rd., Glassboro, NJ 08028 has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED $34,915.00 are available.

NOW, THEREFORE, BE IT RESOLVED that the City Council of of the City of Cape May authorizes the Mayor, City Manager, and City Clerk to enter into a contract with Zone Striping Inc., 718 Jacon Harris Rd., Glassboro, NJ 08028, not to exceed $34,915.00 for line striping services

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: QPA
Accounts Payable
CFO
DPW

Resolution: 216-05-2026
Authorizing approving required disclosure – Zone Striping Inc – Line Striping Services
Amount: Not-to-exceed $34,915.00

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-04-55-926-105 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

PROPOSAL

ZONE STRIPING, INC
718 Jacob Harris Lane
P.O. Box 568
Glassboro, NJ 08028
Ph. 856-582-5900
Fax 856-582-1303

DATE: **May 4, 2026**
TO: **Cape May City**

ATTN: **Frank McCloskey**
PHONE: **609-884-9570**
CELL: **609-374-6048**
fmccloskey@capemaycity.com

ZONE JOB # N26-243 (REVISED)
Cape May City
Refresh Various Streets
Cape May County

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	PRICE	UNIT	AMOUNT
1	6,000	LF	Traffic Markings, 4"	1.00	LF	6,000.00
2	350	LF	Traffic Markings, 8"	2.00	LF	700.00
3	1,900	LF	Traffic Markings, 24"	5.25	LF	9,975.00
4	150	LF	2 Layer Thermoplastic Rumble Strips	2.50	LF	375.00
5	50	EA	Preformed Thermoplastic "SHARROW"	245.00	EA	12,250.00
6	10	EA	2' "15 MPH" White Preformed Thermoplastic	125.00	EA	1,250.00
7	21	EA	Straight Arrow	125.00	EA	2,625.00
8	4	EA	Turn Arrow	135.00	EA	540.00
9	5	EA	Combination Arrow	200.00	EA	1,000.00
10	1	EA	Dual Turn Arrow	200.00	EA	200.00

Thirty-Four Thousand Nine Hundred Fifteen amd 00/100 **TOTAL: $ 34,915.00**

NOTES: **ALL STRIPING TO BE NJDOT SPEC. THERMOPLASTIC**

PRICES "EXCLUDE" POSTING NO PARKING FOR PARALLEL STALLS

Acceptance Signature_____

PAUL R. MITCHELL, JR./PRESIDENT

PAYMENT TERMS: 5 DAYS AFTER RECEIPT
OF PAYMENT FROM OWNER
PRICE FIRM 60 DAYS FROM DATE OF BID

"AN EQUAL OPPORTUNITY EMPLOYER"

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

RESOLUTION NO. 217-05-2026

RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO DEBLASIO & ASSOCIATES P.C. FOR SERVICES RELATING TO NEW JERSEY INFRASTRUCTURE BANK APPLICATION (NJIB)-FY2026 CLEAN WATER APPLICATION

WHEREAS, the City intends to make an application for a low interest loan and grant from the New Jersey Infrastructure Bank (NJIB) for various water, sewer, and roadway restoration improvements and requires technical assistance in connection with the same; and

WHEREAS, on October 27, 2025, DeBlasio & Associates P.C. provided a proposal and scope of services to the City Manager's office for survey, engineering design, and construction phase services for the project attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the City was required to submit a NJIB Clean Water application for this project; and

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

WHEREAS, the Contractor shall complete and submit a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to a political or candidate committee in the City of Cape May in the previous one year, and that the Agreement will prohibit the Contractor from making any reportable contributions through the term of the Agreement; and

WHEREAS, City Council has reviewed the proposal with its professional team, and desires to confirm the award a professional services agreement to DeBlasio & Associates P.C. to provide the professional services described herein.

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

1. The Recital paragraphs are incorporated as if fully set forth.

2. The Cape May City Council hereby authorizes the award of a contract to perform professional engineering services necessary for the **New Jersey Infrastructure Bank Application (NJIB) - FY2026 Clean Water Application** pursuant to the October 27. 2026 proposal by DeBlasio & Associates P.C. attached hereto as EXHIBIT A and incorporated herein by reference.

3. The Mayor, City Manager, City Clerk, and all other appropriate city officials are hereby authorized to execute all documents required to consummate this contract award and proceed with the application.

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

5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

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

I, Erin C. Burke, City Clerk of the City of Cape May, County of Cape May, State of New Jersey, do hereby certify the foregoing is a correct and true original Resolution adopted by the City Council of the City of Cape May at a meeting held on May 19, 2026.

_____
Erin C. Burke, City Clerk

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

cc: Deblasio & Assoc.
City Engineer
Accounts Payable
CFO

Resolution: 217-05-2026
Resolution Authorizing Professional Services Contract with Deblasio – FY2026 NJIB Clean Water – Survey, Engineering Design, and Construction Phase services
Amount: $375,000.00

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from the U-06-55-925-101, 201 account, to satisfy the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

Lauren Read, CFO/Treasurer

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

October 27, 2025

VIA EMAIL & REGULAR MAIL

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

Re: City of Cape May
Sanitary Sewer and Watermain Improvements
NJ Infrastructure Bank Application (NJIB)-FY2026 Clean Water Application:
Survey, Engineering Design and Construction Phase Services
D&A File #: CCM-C-035

Dear Mr. Dietrich:

DeBlasio & Associates, P.C. is pleased to provide our proposal for professional surveying, engineering design and construction phase services for the **Sanitary Sewer and Watermain Improvements New Jersey Infrastructure Bank Application (NJIB)-FY2026 Clean Water Application: *Survey, Engineering Design and Construction Phase Services.***

Pursuant to our conversations, the City is requesting our office to submit a technical assistance and low interest loan and grant application to the NJIB for various sewer and roadway restoration improvements. As such, the City will be required to submit a Clean Water (Sanitary Sewer) application for this project. Based on our correspondence with the NJIB, the City was advised that there is up to $2 million in principle forgiveness available for the Clean Water aspect of this project.

Both applications include submitting sanitary sewer and roadway restoration improvements strategically selected from the City's lead service line inventory and Sanitary Sewer Condition Evaluation Report, July 2024. Specifically, the proposed project limits are listed below and shown on the attached Project Location Map:

1. Howard Street from Kearny Avenue to Sewell Avenue
2. Virginia Avenue from Pittsburg Avenue to Philadelphia Avenue
3. Harbor Lane from Texas Avenue to the end of street
4. Reading Avenue from Virginia Avenue to Ohio Avenue

******It is our understanding that all necessary watermain improvements that need to be completed on these roadways will be funded through City financing since the City is not submitting a NJIB Drinking Water application.***

Our office has discussed and coordinated the requested improvements with the City's Water/Sewer Utility and Public Works Departments. In summary, the specific scope of work for each roadway and estimated project costs are listed below:

A. Howard Street - Kearny Avenue to Sewell Avenue

1. Remove and replace the existing sanitary sewer main, manholes and sanitary sewer services.
2. Replacement of existing concrete curb, gutter, driveways and handicap ramps.
3. Reconstruction of the roadway section to include full depth pavement.
4. Installation of traffic striping.

B. Virginia Avenue - Pittsburg Avenue to Philadelphia Avenue

1. Remove and replace the existing sanitary sewer main, manholes and sanitary sewer services.
2. Replacement of existing concrete curb, gutter, driveways and handicap ramps.
3. Reconstruction of the roadway section to include full depth pavement.
4. Installation of traffic striping.

C. Harbor Lane - Texas Avenue to end of street

1. Remove and replace the existing sanitary sewer main, manholes and sanitary sewer services.
2. Replacement of existing concrete curb, gutter, driveways and handicap ramps.
3. Reconstruction of the roadway section to include full depth pavement.
4. Installation of traffic striping.

D. Reading Avenue, from Virginia Avenue to Ohio Avenue

1. Remove and replace the existing sanitary sewer main, manholes and sanitary sewer services.
2. Replacement of existing concrete curb, gutter, driveways and handicap ramps.
3. Reconstruction of the roadway section to include full depth pavement.
4. Installation of traffic striping.

Enclosed please find one (1) copy of the Engineer's Estimate of Construction Costs for your information.

To complete the above referenced scope of work, our professional services are listed below:

A. New Jersey Infrastructure Bank Application Services

1. Prepare and submit the necessary application to apply for Technical Assistance from the New Jersey Water Bank.

2. Prepare and submit a full Clean Water application consisting of the following items:

   a. Step I – Create Project – ***Previously authorized and completed.***
   b. Step 2 – Project Information – ***Previously authorized and completed.***
   c. Step 3 – Letter of Intent (Environmental Planning Document) – ***Previously authorized and completed.***
   d. Step 4 – Design Plans and Specifications

B. Survey, Engineering Design and Regulatory Permitting Phase Services (5. Soft Costs-Planning and Design)

1. Survey and Base Mapping Services
   a. Provide a topographic survey and base map of all roads shown in the Project Location Map completed by a New Jersey Licensed Professional Land Surveyor. The survey scope of work and services shall be sufficient to complete engineering design plans for sanitary sewer main and manhole replacement, sanitary service replacement and full roadway reconstruction for each street location.

2. Engineering Design Services
   a. Provide sanitary sewer and roadway reconstruction improvement design plans and specifications to include all roads shown in the Project Location Map completed by a New Jersey Licensed Professional Engineer.
   b. The proposed design will include the replacement of sanitary sewer main, manholes, sewer services, and roadway reconstruction.
   c. Provide traffic control plans to minimize inconvenience to the public.
   d. Prepare and submit NJDEP Authorization to Discharge for Dewatering and Cape Atlantic Soil Conservation Certification.
   e. Prepare and submit a NJDEP Treatment Works Approval (TWA) Application.

3. Preparation of Construction Documents
   a. Construction documents are drawings and specifications that will be utilized to obtain public bids, preparation of final opinion of construction costs of the project for the construction of the building and sitework by contractors. The construction documents will be based on the accepted design development drawings and any further minor adjustments in the scope or quality of the project.
   b. No further revisions to the drawing are included in this proposal after the final design development drawings are completed, reviewed, approved and the construction document phase begins.
   c. The preparation of contract documents suitable for public bidding in accordance with NJDEP and NJIB requirements. The Bid Documents shall include but not be limited to the Notice to Bidders, Information for Bidders, General Conditions, Construction Drawings, Technical Specifications and Appropriate Labor Wage Rates.
4. Bidding and Award
   Upon receiving the City's authorization to advertise, D&A shall:
   a. Provide the number of bid documents as required.
   b. Attend a pre-bid conference with perspective bidders, issue clarifications or addendum in response to Bidder's questions.
   c. Attend the bid opening.
   d. Review and tabulate bids.
   e. Provide analysis of the bids and make recommendations for awarding the contract.

C. Construction Phase, Contract Administration and Periodic Construction Observation Services

(4. Engineering Fees)

1. Construction Phase and Engineering Services
   a.) Attend the pre-construction and on-site project meetings.
   b.) Review requests for information, proposed change orders and shop drawings.
   c.) Interpret the intent of the drawings and specifications to protect the City against defects and deficiencies in construction on the part of the contractor.
   d.) Prepare progress reports.
   e.) Review construction schedules.
   f.) Review requisitions.
   g.) Attend final Inspection.

2. Contract Administration
   a.) Compile construction related files, including, but not limited to, site safety reports, daily inspection reports and shop drawing submittals.
   b.) Prepare necessary contract change orders for approval and signature of the City.
   c.) Process and prepare partial (progress) and final payment requisitions for approval and signature of the City.
   d.) Gather, package and deliver to the City close out documentation as may be required by the City.

3. Periodic Construction Observation
   a.) Attend the pre-construction meeting.
   b.) Provide periodic construction observation, commensurate to the Contractor's operations, to observe the Contractor's operations for conformance with the drawings, specifications and shop drawings. D&A's undertaking shall not relieve the contractor of the contractor's obligation to perform the work in conformity with the drawings and specification and in a workmanlike manner shall not make D&A an insurer of the contractor's performance; and shall not impose upon D&A any obligation to see that the work is performed in a safe manner.
   c.) Prepare punch list at substantial completion.
   d.) Attend final inspection meeting.
   e.) Provide an as-built survey of the sanitary sewer improvements completed in a GIS format and by a New Jersey Licensed Professional Land Surveyor.
   f.) This service is based on a twelve (12) month construction period and providing 1,100 hours of periodic construction observation.

4. New Jersey Department of Environmental Protection Construction Administration Requirements
   a.) Provide general communication with Owner and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution.
   b.) Provide communication and correspondence with the NJDEP.
   c.) Maintain project files as required for periodic inspection by the NJDEP.
   d.) Conduct pre-construction meeting, establish agenda, issue notice to proceed.
   e.) Review and approve progress schedule, schedule of submittals, schedule of values required to be submitted by the contractor.
   f.) Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the contract documents.

g.) Establish baselines and benchmarks for locating work.
h.) Review laboratory, shop and mill test reports of materials and equipment.
i.) Prepare monthly progress reports.
j.) Prepare record drawings at the completion of the project.
k.) During the first year of operation, directing the operation of the treatment works, revising the O&M Manual to reflect actual operating problems and experience, advising the owner as to whether the treatment works is meeting the project performance standards, certifying project performance standards after one year of operation of the treatment works and undertake corrective actions, if the applicant fails to achieve compliance with the project performance standards.
l.) Construction Inspection/Observation Services
    1. Full-time inspection of each service line replacement
        - Detailed job diary entries for each service replacement
        - Photographs of each replacement including:
        a. Preconstruction condition of the worksite
        b. Excavated curb stop to document the materials and condition of the existing utility-side and customer side service lines.
        c. Clear documentation of the completed service replacement
        d. Photograph(s) must include geographic coordinates.
    2. Provide full time construction inspection/observation services during periods when the contractor is on site to monitor the contractor's progress and compliance with the contract drawings and specifications, including the contractor's environmental protection and restoration measures.
    3. Conduct a weekly construction meeting with the contractor and owner to discuss scheduled activities.
    4. Prepare daily inspection reports.
    5. Review monthly and payment requests including the final payment requests.
    6. Participate in the review and evaluation of potential change orders, including detailed review of cost proposals.
    7. Participate in the resolution of issues involving unforeseen field conditions.
    8. Witness testing and startup of equipment and systems.
    9. Coordinate vendor training.
    10. Prepare punchlist of remaining work items.
    11. Evaluate substantial and final completion and issue certificates of substantial or final completion as appropriate.

D. Professional Service Fee

1. Survey, Engineering Design and Regulatory Permitting Services (NJIB Item 5)
    a. The Total Not-to-Exceed Budget shall be **$240,000.00** (Two Hundred, Forty Thousand Dollars) and will be invoiced at our contracted hourly rate.

2. Construction Phase Services (NJIB Item 4)
    a. Following is a breakdown of the various phases of work for the Construction Phase:
        1.) Construction Phase Engineering Services
        2.) Contract Administration
        3.) Periodic Construction Observation
        4.) Reimbursables

b. The Total Not-to-Exceed Budget shall be **$135,000.00** (One Hundred, Thirty-Five Thousand Dollars) and will be invoiced at our contractual hourly rates.

c. The Not-to-Exceed Fee is based on a eight (8) month construction period and 1,100 hours of periodic inspection. Periodic Construction Observation shall be adjusted should the contract completion time be extended.

3. Total Fee

➢ Survey, Engineering Design Phase and Permitting Services (NJIB Item 5)		$ 240,000.00
➢ Construction Phase Services (NJIB Item 4)		$ 135,000.00
	Total	**$ 375,000.00**

Should you have any questions or require additional information, please do not hesitate to contact me at our office. We thank you for the opportunity to submit this proposal.

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

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

cc: Mayor Zach Mullock (via email w/encl.)
Erin Burke, City Clerk (via email w/encl.)
Kevin Hanie, CFO (via email w/encl.)
Rob Cummiskey, Superintendent of Water & Sewer (via email w/encl.)
Finance (via email)

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE - TOTAL

Client: City of Cape May
Date: October 6, 2025
Project Name:
NJ IBank Grant Application
D&A Project #: CCM-C-032

#	DESCRIPTION	UNITS	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM					
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	$45,000.00	$45,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	$52,500.00	$52,500.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	12,500	$1.00	$12,500.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	25,000	$1.00	$25,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	4,159	$45.00	$187,140.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	13,604	$12.00	$163,248.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	2,581	$115.00	$296,856.29
8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	1,721	$115.00	$197,904.19
9	INLET FILTERS, TYPE 1	S.F.	330	$25.00	$8,250.00
10	8" x 18" CONCRETE VERTICAL CURB	L.F.	6,093	$50.00	$304,650.00
11	CONCRETE GUTTER, 8" THICK	L.F.	6,093	$50.00	$304,650.00
12	CONCRETE SIDEWALK, 4" THICK	S.Y.	2,318	$90.00	$208,620.00
13	DETECTABLE WARNING SURFACES	S.Y.	21	$400.00	$8,400.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	690	$90.00	$62,100.00
15	SODDING	S.Y.	808	$30.00	$24,233.33
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	1,204	$6.00	$7,224.00
17	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 12"	L.F.	256	$6.00	$1,536.00
18	RESET BRICK PAVERS	S.Y.	20	$85.00	$1,700.00
19	SELECT FILL (MINIMUM BID PRICE = $12.00/C.Y.)	C.Y.	2,159	$12.00	$25,912.89
20	8" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 35	L.F.	2,601	$125.00	$325,125.00
20B	12" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 35	L.F.	251	$175.00	$43,925.00
21	SANITARY SEWER MANHOLE, 4' DIAMETER	UNIT	13	$6,000.00	$78,000.00
22	SANITARY SEWER SERVICE LATERALS, PVC SDR 35	UNIT	80	$2,500.00	$200,000.00
23	CLEAN AND TELEVISE SANITARY AND STORM SEWER MAIN	L.F.	2,852	$10.00	$28,520.00
24	TEST PIT EXCAVATION (MINIMUM BID PRICE = $750/UNIT)	UNIT	36	$750.00	$27,000.00

CWSRF Subtotal, Items 1-25:	$2,639,994.70
CWSRF 5% Contingency:	$131,999.73
Total Estimated CWSRF Construction Cost:	**$2,771,994.43**

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. All prices assume that the Contractor shall comply with the American Iron and Steel provisions in accordance with the Build American Buy American Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:

Marc DeBlasio, P.E., Project Engineer — Date: 10/6/2025

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: City of Cape May
Date: October 6, 2025
Project Name:
Reconstruction of Harbor Lane
(End of street to Texas Avenue)
D&A Project #: CCM-C-032

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM							
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	$5,000.00	$5,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	$7,500.00	$7,500.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	2,500	0	2,500	$1.00	$2,500.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	5,000	0	5,000	$1.00	$5,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	565	0	565	$45.00	$25,410.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	1,848	0	1,848	$12.00	$22,176.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	351	0	351	$115.00	$40,325.67
8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	234	0	234	$115.00	$26,883.78
9	INLET FILTERS, TYPE 1	S.F.	30	0	30	$25.00	$750.00
10	8" x 18" CONCRETE VERTICAL CURB	L.F.	800	0	800	$50.00	$40,000.00
11	CONCRETE GUTTER, 8" THICK	L.F.	800	0	800	$50.00	$40,000.00
12	CONCRETE SIDEWALK, 4" THICK	S.Y.	124	0	124	$90.00	$11,200.00
13	DETECTABLE WARNING SURFACES	S.Y.	1	0	1	$400.00	$400.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	80	0	80	$90.00	$7,200.00
15	SODDING	S.Y.	62	0	62	$30.00	$1,866.67
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	128	0	128	$6.00	$768.00
17	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 12"	L.F.	24	0	24	$6.00	$144.00
18	RESET BRICK PAVERS	S.Y.	0	0	0	$85.00	$0.00
19	SELECT FILL (MINIMUM BID PRICE = $12.00/C.Y.)	C.Y.	348	0	348	$12.00	$4,172.44
20	8" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 35	L.F.	463	0	463	$125.00	$57,875.00
21	SANITARY SEWER MANHOLE, 4' DIAMETER	UNIT	2	0	2	$6,000.00	$12,000.00
22	SANITARY SEWER SERVICE LATERALS, PVC SDR 35	UNIT	8	0	8	$2,500.00	$20,000.00
23	CLEAN AND TELEVISE SANITARY AND STORM SEWER MAIN	L.F.	463	0	463	$10.00	$4,630.00
24	TEST PIT EXCAVATION (MINIMUM BID PRICE = $750/UNIT)	UNIT	0	6	6	$750.00	$4,500.00

CWSRF Subtotal, Items 1-25:	$340,301.56
CWSRF 5% Contingency:	$17,015.08
Total Estimated CWSRF Construction Cost:	**$357,316.64**

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. All prices assume that the Contractor shall comply with the American Iron and Steel provisions in accordance with the Build American Buy American Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:

Marc DeBlasio, P.E., Project Engineer — Date: 10/6/2025

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: City of Cape May
Date: October 6, 2025
Project Name:
Reconstruction of Virginia Avenue
(Pittsburg Avenue to Philadelphia Avenue)
D&A Project #: CCM-C-032

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM							
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	2,500	0	2,500	$1.00	$2,500.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	5,000	0	5,000	$1.00	$5,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	2,551	0	2,551	$45.00	$114,795.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	8,346	0	8,346	$12.00	$100,152.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	1,584	0	1,584	$115.00	$182,120.15
8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	1,056	0	1,056	$115.00	$121,413.44
9	INLET FILTERS, TYPE 1	S.F.	180	0	180	$25.00	$4,500.00
10	8" x 18" CONCRETE VERTICAL CURB	L.F.	3,983	0	3,983	$50.00	$199,150.00
11	CONCRETE GUTTER, 8" THICK	L.F.	3,983	0	3,983	$50.00	$199,150.00
12	CONCRETE SIDEWALK, 4" THICK	S.Y.	1,770	0	1,770	$90.00	$159,320.00
13	DETECTABLE WARNING SURFACES	S.Y.	12	0	12	$400.00	$4,800.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	400	0	400	$90.00	$36,000.00
15	SODDING	S.Y.	556	0	556	$30.00	$16,666.67
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	576	0	576	$6.00	$3,456.00
17	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 12"	L.F.	120	0	120	$6.00	$720.00
18	RESET BRICK PAVERS	S.Y.	0	0	0	$85.00	$0.00
19	SELECT FILL (MINIMUM BID PRICE = $12.00/C.Y.)	C.Y.	1,385	0	1,385	$12.00	$16,618.67
20	8" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 35	L.F.	1,828	0	1,828	$125.00	$228,500.00
21	SANITARY SEWER MANHOLE, 4' DIAMETER	UNIT	8	0	8	$6,000.00	$48,000.00
22	SANITARY SEWER SERVICE LATERALS, PVC SDR 35	UNIT	53	0	53	$2,500.00	$132,500.00
23	CLEAN AND TELEVISE SANITARY AND STORM SEWER MAIN	L.F.	1,828	0	1,828	$10.00	$18,280.00
24	TEST PIT EXCAVATION (MINIMUM BID PRICE = $750/UNIT)	UNIT	0	10	10	$750.00	$7,500.00

CWSRF Subtotal, Items 1-25:	$1,621,141.92
CWSRF 5% Contingency:	$81,057.10
Total Estimated CWSRF Construction Cost:	**$1,702,199.02**

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. All prices assume that the Contractor shall comply with the American Iron and Steel provisions in accordance with the Build American Buy American Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:

$567,399.67

10/6/2025

Marc DeBlasio, P.E., Project Engineer — Date

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: City of Cape May
Date: October 6, 2025
Project Name:
Reconstruction of Reading Avenue
(Virginia Avenue to Ohio Avenue)
D&A Project #: CCM-C-032

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM							
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	2,500	0	2,500	$1.00	$2,500.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	5,000	0	5,000	$1.00	$5,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	387	0	387	$45.00	$17,415.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	1,264	0	1,264	$12.00	$15,168.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	240	0	240	$115.00	$27,582.06
8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	160	0	160	$115.00	$18,388.04
9	INLET FILTERS, TYPE 1	S.F.	60	0	60	$25.00	$1,500.00
10	8" x 18" CONCRETE VERTICAL CURB	L.F.	550	0	550	$50.00	$27,500.00
11	CONCRETE GUTTER, 8" THICK	L.F.	550	0	550	$50.00	$27,500.00
12	CONCRETE SIDEWALK, 4" THICK	S.Y.	86	0	86	$90.00	$7,700.00
13	DETECTABLE WARNING SURFACES	S.Y.	2	0	2	$400.00	$800.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	40	0	40	$90.00	$3,600.00
15	SODDING	S.Y.	86	0	86	$30.00	$2,566.67
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	200	0	200	$6.00	$1,200.00
17	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 12"	L.F.	32	0	32	$6.00	$192.00
18	RESET BRICK PAVERS	S.Y.	0	0	0	$85.00	$0.00
19	SELECT FILL (MINIMUM BID PRICE = $12.00/C.Y.)	C.Y.	231	0	231	$12.00	$2,769.78
20	8" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 36	L.F.	310	0	650	$125.00	$81,250.00
21	SANITARY SEWER MANHOLE, 4' DIAMETER	UNIT	1	0	1	$6,000.00	$6,000.00
22	SANITARY SEWER SERVICE LATERALS, PVC SDR 35	UNIT	2	0	2	$2,500.00	$5,000.00
23	CLEAN AND TELEVISE SANITARY AND STORM SEWER MAIN	L.F.	310	0	310	$10.00	$3,100.00
24	TEST PIT EXCAVATION (MINIMUM BID PRICE = $750/UNIT)	UNIT	0	10	10	$750.00	$7,500.00

CWSRF Subtotal, Items 1-25:	$284,231.54
CWSRF 5% Contingency:	$14,211.58
Total Estimated CWSRF Construction Cost:	**$298,443.12**

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. All prices assume that the Contractor shall comply with the American Iron and Steel provisions in accordance with the Build American Buy American Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:

Marc DeBlasio, P.E., Project Engineer — Date: 10/6/2025

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: City of Cape May
Date: October 6, 2025
Project Name:
Reconstruction of Howard Street
(Kearny Avenue to Sewell Avenue)
D&A Project #: CCM-C-032

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM							
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	$10,000.00	$10,000.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	5,000	0	5,000	$1.00	$5,000.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	10,000	0	10,000	$1.00	$10,000.00
5	ROADWAY EXCAVATION, UNCLASSIFIED	C.Y.	656	0	656	$45.00	$29,520.00
6	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	2,146	0	2,146	$12.00	$25,752.00
7	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	407	0	407	$115.00	$46,828.40
8	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	271	0	271	$115.00	$31,218.94
9	INLET FILTERS, TYPE 1	S.F.	60	0	60	$25.00	$1,500.00
10	8" x 18" CONCRETE VERTICAL CURB	L.F.	760	0	760	$50.00	$38,000.00
11	CONCRETE GUTTER, 8" THICK	L.F.	760	0	760	$50.00	$38,000.00
12	CONCRETE SIDEWALK, 4" THICK	S.Y.	338	0	338	$90.00	$30,400.00
13	DETECTABLE WARNING SURFACES	S.Y.	6	0	6	$400.00	$2,400.00
14	CONCRETE DRIVEWAY, 6" THICK	S.Y.	170	0	170	$90.00	$15,300.00
15	SODDING	S.Y.	104	0	104	$30.00	$3,133.33
16	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 24"	L.F.	300	0	300	$6.00	$1,800.00
17	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC 12"	L.F.	80	0	80	$6.00	$480.00
18	RESET BRICK PAVERS	S.Y.	20	0	20	$85.00	$1,700.00
19	SELECT FILL (MINIMUM BID PRICE = $12.00/C.Y.)	C.Y.	196	0	196	$12.00	$2,352.00
20B	12" POLYVINYL CHLORIDE (PVC) SANITARY SEWER MAIN, SDR 35	L.F.	251	0	251	$150.00	$37,650.00
21	SANITARY SEWER MANHOLE, 4' DIAMETER	UNIT	2	0	2	$6,000.00	$12,000.00
22	SANITARY SEWER SERVICE LATERALS, PVC SDR 35	UNIT	17	0	17	$2,500.00	$42,500.00
23	CLEAN AND TELEVISE SANITARY AND STORM SEWER MAIN	L.F.	251	0	251	$10.00	$2,510.00
24	TEST PIT EXCAVATION (MINIMUM BID PRICE = $750/UNIT)	UNIT	0	10	10	$750.00	$7,500.00

CWSRF Subtotal, Items 1-25: $405,544.67
CWSRF 5% Contingency: $20,277.23
Total Estimated CWSRF Construction Cost: **$425,821.90**

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. All prices assume that the Contractor shall comply with the American Iron and Steel provisions in accordance with the Build American Buy American Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:

Marc DeBlasio, P.E., Project Engineer — Date: 10/6/2025



SOURCE: GOOGLE MAPS

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PROJECT LOCATION MAP

FY2026 CLEAN WATER APPLICATON

City of Cape May, Cape May County, New Jersey

Date: 9/24/2025

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

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

RESOLUTION NO. 218-05-2026

RESOLUTION OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $3,220,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE CITY OF CAPE MAY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the City of Cape May (the "Local Unit"), in the County of Cape May, State of New Jersey, has determined that there exists a need within the Local Unit to undertake various water and sewer utility improvements including, but not limited to, the Replacement Of Various Sanitary Sewer Mains And Sanitary Sewer Connections In And For The City, Along With Any Road Improvements Related Thereto; and all such improvements or purposes shall also include all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental financing program (the "Infrastructure Bank Financing Program") of the New Jersey Infrastructure Bank (f/k/a New Jersey Environmental Infrastructure Trust) (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation and installation, as applicable, of the Project prior to the closing with respect to the Infrastructure Bank Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank f/k/a New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to $3,220,000 (to be issued in one or more series) (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note (to be issued in one or more series) to the I-Bank pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank (in one or more series), without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note (in one or more series) to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following bond ordinance, which is set forth below by number, description and date of final adoption:

Ordinance Number	**Description and Date of Final Adoption**
600-2026	Bond Ordinance Authorizing Various Water And Sewer Utility Improvements, Finally Adopted On 3/31/2026 (the "Bond Ordinance")

which Bond Ordinance was finally adopted at a meeting of the City Council duly called and held on the date set forth hereinabove under the heading "Description and Date of Final Adoption", in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, and that said Bond Ordinance has been duly enacted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount or amounts (if sold in more than one series) of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date or dates of the Note (if sold in more than one series).

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the aggregate principal amount of the Notes to be issued shall be an amount up to $3,220,000 and may be issued in more than one series provided the combined principal amounts do not exceed $3,220,000;

(b) the maturity or maturities (if sold in more than one series) of the Note shall be determined by the I-Bank;

(c) the interest rate or rates (if sold in more than one series) of the Note shall be determined by the I-Bank;

(d) the purchase price or prices (if sold in more than one series) for the Note shall be par;

(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;

(f) the Note shall be issued in a single denomination or additional denominations (if sold in more than one series) and shall be numbered "CFP-[Insert Number of Note at Pricing]";

(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and

(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (or such officers deemed legal eligible to execute same at the time of execution) under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Appendix A with such additions, deletions and omissions as may be necessary in connection with the Construction Financing Program.

Section 6. The law firm of Archer & Greiner P.C., Red Bank, New Jersey is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Archer & Greiner P.C., Red Bank, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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 May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: Bond Counsel
City Engineer

APPENDIX A

CITY OF CAPE MAY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK
(f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)

$_____ **_____, 202_**

CFP -26-__

FOR VALUE RECEIVED, _____, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK (f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Appropriation Condition" means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

"I-Bank Portion Interest Rate" means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from

moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the actual rate of interest established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means ____, 20__, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

"NJDEP" means the New Jersey Department of Environmental Protection.

"NJDEP Loan Origination Fee" means the "NJDEP Fee" as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars ($_____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been

duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax- exempt bonds"). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per

annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "Credit Policy"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or

when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Cape May, 643 Washington Street, Cape May, New Jersey 08204, Attention: Kevin Hanie, CFO; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF CAPE MAY

[SEAL]

By:_____
[Mayor]

ATTEST:

_____
[Clerk]

By:_____
[Chief Financial Officer]

EXHIBIT A-2

Loan Disbursements

Date of Loan Disbursement	Amount of Disbursement: I-Bank Portion	Amount of Disbursement: Fund Portion

CERTIFICATION

I, ERIN C. BURKE, Clerk of the City of Cape May, in the County of Cape May, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $3,220,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE CITY OF CAPE MAY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM", is a copy of a resolution which was duly adopted by the City Council at a meeting duly called and held on May 5, 2026 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City as of this _____ day of _____, 2026.

(SEAL)

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

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

RESOLUTION NO. 219-05-2026

RESOLUTION OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $14,000,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE CITY OF CAPE MAY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the City of Cape May (the "Local Unit"), in the County of Cape May, State of New Jersey, has determined that there exists a need within the Local Unit to undertake various water improvements including, but not limited to, Improvements To The Water Treatment Plant Including The Construction Of A Desalination Treatment Facility; and all such improvements or purposes shall also include all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental financing program (the "Infrastructure Bank Financing Program") of the New Jersey Infrastructure Bank (f/k/a New Jersey Environmental Infrastructure Trust) (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation and installation, as applicable, of the Project prior to the closing with respect to the Infrastructure Bank Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank f/k/a New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to $14,000,000 (to be issued in one or more series) (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note (to be issued in one or more series) to the I-Bank pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank (in one or more series), without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note (in one or more series) to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following bond ordinance, which is set forth below by number, description and date of final adoption:

Ordinance Number	**Description and Date of Final Adoption**
600-2026	Bond Ordinance Authorizing Various Water And Sewer Utility Improvements, Finally Adopted On 3/31/2026 (the "Bond Ordinance")

which Bond Ordinance was finally adopted at a meeting of the City Council duly called and held on the date set forth hereinabove under the heading "Description and Date of Final Adoption", in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, and that said Bond Ordinance has been duly enacted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount or amounts (if sold in more than one series) of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date or dates of the Note (if sold in more than one series).

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the aggregate principal amount of the Notes to be issued shall be an amount up to $14,000,000 and may be issued in more than one series provided the combined principal amounts do not exceed $14,000,000;

(b) the maturity or maturities (if sold in more than one series) of the Note shall be determined by the I-Bank;

(c) the interest rate or rates (if sold in more than one series) of the Note shall be determined by the I-Bank;

(d) the purchase price or prices (if sold in more than one series) for the Note shall be par;

(e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;

(f) the Note shall be issued in a single denomination or additional denominations (if sold in more than one series) and shall be numbered "CFP-[Insert Number of Note at Pricing]";

(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and

(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (or such officers deemed legal eligible to execute same at the time of execution) under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Appendix A with such additions, deletions and omissions as may be necessary in connection with the Construction Financing Program.

Section 6. The law firm of Archer & Greiner P.C., Red Bank, New Jersey is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Archer & Greiner P.C., Red Bank, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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 May 5, 2026.

_____

Erin C. Burke, City Clerk

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

cc: City Engineer
Bond Counsel

APPENDIX A

CITY OF CAPE MAY
NOTE
RELATING TO:
THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK
(f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)

$_____ **_____, 202_**

CFP -26-__

FOR VALUE RECEIVED, _____, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK (f/k/a NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Appropriation Condition" means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

"I-Bank Portion Interest Rate" means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from

moneys appropriated to the I-Bank, for the Construction Financing Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the actual rate of interest established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means ____, 20__, or (i) such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program (subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3(a) hereof), or (ii) such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower.

"NJDEP" means the New Jersey Department of Environmental Protection.

"NJDEP Loan Origination Fee" means the "NJDEP Fee" as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars ($_____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been

duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax- exempt bonds"). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(b) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per

annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

(b) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "Credit Policy"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank, in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or

when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: City of Cape May, 643 Washington Street, Cape May, New Jersey 08204, Attention: Kevin Hanie, CFO; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

CITY OF CAPE MAY

[SEAL]

By:_____
[Mayor]

ATTEST:

_____
[Clerk]

By:_____
[Chief Financial Officer]

EXHIBIT A-2

Loan Disbursements

Date of Loan Disbursement	Amount of Disbursement: I-Bank Portion	Amount of Disbursement: Fund Portion

CERTIFICATION

I, ERIN C. BURKE, Clerk of the City of Cape May, in the County of Cape May, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE CITY OF CAPE MAY, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $14,000,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE CITY OF CAPE MAY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM", is a copy of a resolution which was duly adopted by the City Council at a meeting duly called and held on May 5, 2026 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City as of this _____ day of _____, 2026.

(SEAL)

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

232074847 v1

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

RESOLUTION NO. 220-05-2026

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 ill list updated on May 15, 2026 for the amount of: $1,829,380.94

Current Fund Appropriations	$207,883.16
Water/Sewer Utility Operating Fund	$3,634.63
Tourism Utility Fund	$29,069.89
General Capital Improvements	$1,092,407.91
Water/Sewer Capital Improvements	$19,353.50
Escrow Special Account	$0.00
Trust Fund	$5,361.80
Grant Fund	$417,183.89
Beach Utility Fund Appropriations	$48,986.16
Beach Utility Capital Improvements	$5,500.00
	$ 1,829,380.94

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 May 19, 2026.

Erin C. Burke, City Clerk

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

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 # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00077	ATLANTIC CITY ELECTRIC						
26-01079	05/08/26	APRIL ELECTRIC CHARGES	Open	13,273.37	0.00		
26-01087	05/12/26	APRIL ELECTRIC CHARGES	Open	16.81	0.00		
				13,290.18			
00284	JERSEY CAPE						
26-01025	05/04/26	invoice 4190 Beach Tags 2026	Open	17,150.00	0.00		
00287	JOHNSON & TOWERS INC						
26-01022	05/04/26	FIRE DEPT 2008 PIERCE 5130	Open	2,391.99	0.00		
00291	KINDLE FORD LINCOLN, INC.						
26-01037	05/06/26	MARCH INVOICE 135015 DODGE	Open	300.00	0.00		
00358	VERIZON						
26-01064	05/07/26	ACCT# 756-237-794-0001-86	Open	39.96	0.00		
00361	MARSH & MCLENNAN AGENCY, LLC						
26-00390	02/18/26	Broker Commission Health Ins	Open	4,797.00	0.00		B
00386	MAJESTIC OIL CO., INC						
26-01089	05/13/26	FUEL CHARGES APRIL 2026	Open	16,169.78	0.00		
00393	PITNEY BOWES INC						
26-01082	05/11/26	PURCHASE POWER MAY 2026	Open	41.89	0.00		
00419	RUTGERS, THE STATE UNIV OF NJ						
26-01053	05/06/26	Intro Affordable Housing Class	Open	483.00	0.00		
00429	SEA GEAR MARINE SUPPLY INC						
26-00680	03/25/26	staff polo shirts	Open	493.00	0.00		
00451	SOUTH JERSEY GAS CO						
26-01015	05/04/26	GAS BILLING 3/30/26-4/29/26	Open	2,624.25	0.00		
00453	SJ LIFEGUARD CHIEFS ASSOC.						
26-01045	05/06/26	SJ Chiefs Dues	Open	245.00	0.00		
00457	SHOPRITE MARKETS						
26-00060	01/09/26	RECREATION PROGRAM SUPPLIES	Open	2,611.25	0.00		B
00462	SWAIN'S/ACE HARDWARE INC						
26-00379	02/17/26	PURCHASES MISC 2026 BLANKET	Open	447.66	0.00		B
26-01055	05/06/26	APRIL 2026 INVOICES B&G	Open	3,412.76	0.00		
26-01056	05/06/26	APRIL 2026 INVOICES S/R	Open	389.60	0.00		
				4,250.02			

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00464	TAC PRINTING & COMPUTER SRVC						
26-01049	05/06/26	Mini Beach Safety Brochures	Open	1,515.00	0.00		
00466	PIER 47 INC						
26-01026	05/04/26	Wave Runner Get Ready	Open	465.88	0.00		
26-01057	05/06/26	Skiff Repair	Open	1,575.11	0.00		
				2,040.99			
00708	EDMUNDS GOVTECH, INC						
26-00876	04/23/26	EDMUNDS TRAINING	Open	900.00	0.00		
00808	CAMPBELL SUPPLY						
26-01040	05/06/26	DPW - TRUCK #122	Open	44.10	0.00		
00864	COASTAL ENVIRONMENTAL SERVICES						
26-00969	04/30/26	FIRE HOUSE INVOICE 2025	Open	5,096.00	0.00		
00878	THE FLYING FISH STUDIO						
26-00988	04/30/26	Katie Rafter uniforms	Open	64.35	0.00		
00910	SOUTH JERSEY WELDING SUPPLY CO						
26-00967	04/30/26	Oxygen	Open	334.35	0.00		
00957	ACE PLUMBING & ELECTRICAL SUPP						
26-00992	04/30/26	RESTROOM SUPPLIES	Open	238.49	0.00		
01220	VINELAND AUTO ELECTRIC,INC						
26-01019	05/04/26	1993 MACK RESCUE FIRE DEPT	Open	1,030.15	0.00		
01265	SUMMER STATION CONDO ASSOC,INC						
26-01059	05/06/26	REFUND OVERPAYMENT MERCANTILE	Open	75.00	0.00		
01764	TREASURER - STATE OF NJ 417						
26-00965	04/30/26	AIR QUALITY PERMITTING PROGRAM	Open	1,685.00	0.00		
02060	NJ DEPT OF HEALTH CN369						
26-01028	05/05/26	APRIL 2026 DOG LICENSE REPORT	Open	9.60	0.00		
02266	S & S WORLDWIDE INC						
26-00406	02/19/26	camp supplies	Open	237.37	0.00		
02700	GRAINGER INC						
26-00946	04/28/26	SEAWALL - APRIL 15, 2026	Open	105.14	0.00		
03300	CDW GOVERNMENT INC						
26-01009	05/01/26	ADOBE LICENSE - E. D'ACQUA	Open	212.42	0.00		
03567	SOUTH JERSEY PAPER PRODUCTS						
26-00738	04/06/26	MOPHEAD 5" WEB FT GREEN	Open	270.36	0.00		
03639	VECTOR SECURITY, INC						
26-00995	04/30/26	APRIL 2026 INVOICES VARIOUS	Open	696.13	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03724	CAPE GARDENS						
26-00805	04/15/26	APRIL 2026 QUOTE #79	Open	2,126.40	0.00		
03893	COMCAST						
26-01008	05/01/26	ACCT# 8499 05 007 0019548	Open	441.47	0.00		
26-01030	05/05/26	ACCT# 8499 05 007 0018433 PD	Open	700.33	0.00		
26-01032	05/06/26	ACCT# 8499 05 006 0007636	Open	177.98	0.00		
26-01080	05/08/26	ACCT# 8499 05 006 0060643	Open	365.90	0.00		
26-01085	05/11/26	ACCT# 8499 05 006 0059850	Open	570.82	0.00		
26-01086	05/11/26	ACCT# 8499 05 006 0289317	Open	143.74	0.00		
				2,400.24			
03985	RICOH USA, INC.						
26-01014	05/04/26	COPIER SERVICES 4/23-5/22/26	Open	153.52	0.00		
26-01083	05/11/26	COPIER SERVICES 4/27-5/26/26	Open	557.68	0.00		
				711.20			
04537	W.B. MASON COMPANY, INC.						
26-00939	04/28/26	Office Supplies Payroll	Open	128.20	0.00		
04635	CAPE REGIONAL URGENT CARE						
26-00953	04/28/26	Physicals	Open	710.00	0.00		
04997	AUTO ZONE						
26-01039	05/06/26	DPW - VDP VALVE	Open	37.41	0.00		
05191	ENCORE dba FRANKLIN ALARM CO						
26-01047	05/06/26	FIREHOUSE - TAMPER SUPERVISORY	Open	460.00	0.00		
05295	JAMES M. RUTALA ASSOC., LLC						
26-01029	05/05/26	PLANNING & GRANT SERVICES 4/26	Open	1,827.50	0.00		
05333	COLONIAL ELECTRIC						
26-01023	05/04/26	STOCK GFI ELECTRIC	Open	35.59	0.00		
05564	GOODYEAR AUTO SERVICE CENTER						
26-01038	05/06/26	TIRES PD & DPW APRIL 2026	Open	1,616.88	0.00		
26-01073	05/08/26	Tires for Beach Patrol	Open	2,500.00	0.00		
				4,116.88			
05748	MCCARTHY TIRE COMPANY, INC.						
26-00949	04/28/26	TIRE INVOICES	Open	31.38	0.00		
05767	COMCAST						
26-01084	05/11/26	ACCT 903537395 CITY HALL	Open	886.08	0.00		
05784	VINELAND SYRUP						
26-00778	04/09/26	serive ice machine for season	Open	250.00	0.00		
06126	FALASCA MECHANICAL INC						
26-00781	04/09/26	HVAC repairs	Open	81,525.00	0.00		B
26-00972	04/30/26	CONVENTION HALL APRIL 2026	Open	6,374.58	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
06126	FALASCA MECHANICAL INC	Continued					
26-01042	05/06/26	CITY HALL - 4 OFFICES	Open	4,860.69	0.00		
				92,760.27			
06174	UNITED UNIFORMS						
25-02600	11/06/25	OEM Labels/Decals	Open	400.00	0.00		
06210	AT&T MOBILITY						
26-01078	05/08/26	COMMAND KIT-ACCT# 287349717841	Open	38.24	0.00		
06337	TEC ELEVATOR INC.						
26-00669	03/25/26	3/17/2026 POWER SURGE -REPAIR	Open	3,376.00	0.00		
06666	GOLD MEDAL ENVIRONMENTAL						
26-01043	05/06/26	APRIL 2026 30 YARD ROLL OFFS	Open	10,147.61	0.00		
06669	NJ LEAGUE OF MUNICIPALITIES						
26-00998	04/30/26	NJLM upgrade booth for 2026	Open	875.00	0.00		
06826	FRED M. SCHIAVONE CONSTRUCTION						
25-02915	12/08/25	Reconstr. of Harborview Park	Open	417,183.89	0.00		B
06964	FIREFLOW SERVICES, INC						
26-01013	05/04/26	Pump & Ladder Testing	Open	1,550.40	0.00		
07259	SUNRISE SYSTEMS						
26-01069	05/08/26	Records Mine Invoice	Open	2,500.00	0.00		
07380	ANCO CENTER/ACE HARDWARE						
26-01044	05/06/26	DPW - CUT WHEEL B&G	Open	59.96	0.00		
07431	WISERLINK, INC						
26-00629	03/18/26	Summer concert advertising	Open	1,875.00	0.00		B
07657	ROBBIE CONLEY ARCHITECT LLC						
24-01964	06/28/24	ARCH SERVICES POLICE STATION	Open	4,906.00	0.00		B
25-02046	09/02/25	DEV OF BEACH PATROL STATION	Open	5,500.00	0.00		B
				10,406.00			
07704	BLANEY,WEINBERG & CURIO PC						
26-01077	05/08/26	PROSECUTER SERVICES APRIL 2026	Open	1,560.00	0.00		
07714	FIREFIGHTER ONE						
23-03711	12/31/23	FIRE ENGINE	Open	976,062.78	0.00		B
08269	JC EHRLICH						
26-00993	04/30/26	APRIL 2026 INVOICES	Open	112.31	0.00		
08298	EMERGENCY VEHICLE SERVICES LLC						
26-00994	04/30/26	FIREHOUSE VEH 5130	Open	751.25	0.00		
26-01002	04/30/26	Engine 51 pm	Open	2,306.66	0.00		
				3,057.91			

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08377	GLOBAL INTERACTIVE SOLUTIONS						
26-01076	05/08/26	2026 Zoom renewal	Open	278.88	0.00		
08507	FORERUNNER INDUSTRIES, INC						
26-00975	04/30/26	2026 Annual subscripton	Open	25,950.00	0.00		
08596	NATIONAL TIME SYSTEMS, INC.						
26-01081	05/08/26	ACCESS TO HISTORICAL RECORDS	Open	350.00	0.00		
08738	TOMLIN FUNERAL SUPPLY LLC						
26-01067	05/08/26	PERSON OF THE YEAR AWARD	Open	950.00	0.00		
08811	CME ASSOCIATES, INC						
25-02867	12/03/25	ENGINEER-PHASE1 WTR TRMNT PLNT	Open	19,353.50	0.00		B
08858	AMAZON CAPITAL SALES, INC.						
26-00913	04/23/26	items for BT office	Open	391.52	0.00		
26-00940	04/28/26	tourism supplies	Open	111.77	0.00		
				503.29			
08903	DKC CONTRACTORS						
26-00970	04/30/26	INVOICE FOR 213 PERRY ST 2025	Open	3,750.00	0.00		
08961	JONNY HIRSCH MUSIC LLC						
26-00986	04/30/26	welcome summer concert	Open	3,500.00	0.00		
08964	COMCAST BUSINESS						
26-01065	05/07/26	ACCT# 708741012-MUNICIPAL BLDG	Open	1,154.61	0.00		
09061	BRENDAN SCHAFFER						
26-00984	04/30/26	Seaside Celebration:Sandcastle	Open	1,850.00	0.00		
09063	KRN CONTRACTORS, LLC.						
26-01021	05/04/26	BEACH TAG - PV SYSTEM	Open	900.00	0.00		
09363	CLEAN AIR COMPANY, INC.						
26-00952	04/28/26	Tailpipe Adapter Squad 51	Open	449.00	0.00		
09372	SUNBELT RENTALS, INC						
26-01024	05/04/26	MATRAX TOP/BOTTOM ADA RAMP BF	Open	275.40	0.00		
26-01041	05/06/26	DPW - CORE DRILL FOR BOLLARDS	Open	462.24	0.00		
				737.64			
09384	CINTAS CORPORATION NO.2						
26-00996	04/30/26	INVOICE DPW 4/29/2026	Open	139.27	0.00		
26-01001	04/30/26	May convention hall refill	Open	59.11	0.00		
				198.38			
09457	NATIONAL HIGHWAY PRODUCTS, INC						
26-01075	05/08/26		Open	1,281.00	0.00		
09464	ENTERPRISE FM TRUST						
26-01090	05/13/26	MAY INVOICE	Open	8,926.75	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09525	DOCUTREND INC						
26-01007	05/01/26	VOICE CHARGES APRIL 2026	Open	2,375.88	0.00		
09571	PHENCEMEN LLC						
26-01018	05/04/26	ROTARY PARK - LANDSCAPE CHAIN	Open	1,890.00	0.00		
09593	JUSTIN RIGGS						
26-01123	05/15/26	NJEPA CONFERENCE J RIGGS	Open	65.00	0.00		
09609	VISUAL SOUND INC						
24-02747	09/04/24	VISUAL SOUND AUDIO UPGRADE	Open	68,650.55	0.00		B
09708	PRIMEPOINT LLC						
26-01031	05/06/26	PAYROLL SERVICES APRIL 2026	Open	3,181.25	0.00		
09718	J.P. Morgan - P Card						
26-01061	05/06/26	APRIL P-CARD USAGE	Open	3,023.23	0.00		
09750	GEESE CHASERS SJ LLC						
25-01772	08/04/25	ANNUAL SERVICES 8/2025-8/2026	Open	3,297.00	0.00		B
09776	CUMBERLAND COUNTY IMPROVEMENT						
25-02925	12/10/25	CONSTRUCTION MNGMNT POLICE ST	Open	4,329.00	0.00		B
09783	EAGLE WIRELESS COMMUNICATIONS						
26-01017	05/04/26	SOURCWELL GEOTAB	Open	267.00	0.00		
09812	DAVIDA WINES						
26-01124	05/15/26	ANNUAL SHRM PROF MEMBERSHIP	Open	299.00	0.00		
09851	GEORGE GARCIA						
26-00987	04/30/26	seaside celebration	Open	2,000.00	0.00		
09870	MUTUAL OF OMAHA						
26-00973	04/30/26	LIFE, AD&D & S.T. DISABILITY	Open	3,645.58	0.00		
09900	NJ COMMUNITY SOLUTIONS, LLC						
26-00190	01/27/26	MANAGEMENT WORKSHOP SERIES	Open	2,500.00	0.00		
09909	JJC BOATS, INC						
26-00990	04/30/26	balance of camp trip	Open	836.00	0.00		
09920	ROSEMARY D. DERY						
26-00942	04/28/26	artwork for 5k race	Open	1,860.00	0.00		
09921	FIRE DEFENSE SYSTEMS						
26-00964	04/30/26	ANNUAL INSPECTIONS 8 FIRE DEPT	Open	1,400.00	0.00		
09924	DelMoPRO, LLC						
26-00980	04/30/26	5k run through history	Open	7,700.00	0.00		
09929	JANE MARVIN						
26-01003	04/30/26	Blue Oyster Cult refund	Open	150.00	0.00		

Vendor # / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09931 CHRISTOPHER DEAN							
26-01060	05/06/26	REFUND OVERPAYMENT MERCANTILE	Open	200.00	0.00		
09932 VERIZON - RPC							
26-01066	05/07/26	VERIZON POLL PLCMNT/FACIL TRAN	Open	15,968.73	0.00		
09936 ELIZABETH A. D'ACQUA							
26-01088	05/12/26	FINGERPRINT REIMBURSEMENT	Open	44.75	0.00		
09939 THOMAS G. WYATT							
26-01113	05/14/26	FINGERPRINT REIMBURSEMENT	Open	84.70	0.00		
09994 MNM ICES LLC							
26-00985	04/30/26	Seaside Celebration	Open	500.00	0.00		
9564 AMERICAN COASTAL COALITION							
26-00974	04/30/26	Annual dues	Open	500.00	0.00		
9568 SURENIAN,EDWARDS,BUZAK&NOLAN							
26-01062	05/07/26	LITIGATION AFFORDABLE HOUSING	Open	5,352.20	0.00		

Total Purchase Orders: 119 Total P.O. Line Items: 0 Total List Amount: 1,815,380.94 Total Void Amount: 0.00

Totals by Year-Fund

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	3,697.00	0.00	3,697.00	0.00	0.00	3,697.00
CURRENT FUND	6-01	204,186.16	0.00	204,186.16	0.00	0.00	204,186.16
WATER UTILITY OPE	6-09	3,634.63	0.00	3,634.63	0.00	0.00	3,634.63
TOURISM UTILITY F	6-20	29,069.89	0.00	29,069.89	0.00	0.00	29,069.89
BEACH UTILITY FUN	6-30	34,986.16	0.00	34,986.16	0.00	0.00	34,986.16
Year Total:		271,876.84	0.00	271,876.84	0.00	0.00	271,876.84
BEACH UTILITY CAP	B-08	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
GENERAL CAPITAL	C-04	1,092,407.91	0.00	1,092,407.91	0.00	0.00	1,092,407.91
GRANT FUND	G-02	417,183.89	0.00	417,183.89	0.00	0.00	417,183.89
TRUST FUND	T-15	5,361.80	0.00	5,361.80	0.00	0.00	5,361.80
WATER UTILITY CAP	U-06	19,353.50	0.00	19,353.50	0.00	0.00	19,353.50
Total Of All Funds:		1,815,380.94	0.00	1,815,380.94	0.00	0.00	1,815,380.94

(PO #26-00922) Add: Beach Tag Startup 14,000.00

Total 1,829,380.94

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

RESOLUTION NO. 221-05-2026

RESOLUTION AMENDING 2026 CAPITAL BUDGET

WHEREAS, the local Capital Budget for the year 2026 was adopted on the 21st day of April 2026; and

WHEREAS, N.J.A.C. 5:30-4.4B provides that the Capital Budget shall be amended to reflect any provisions, changes or inconsistencies with said Capital Budget,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cape May, County of Cape May, State of New Jersey, that the 2026 Capital Budget shall be amended to reflect the addition of information regarding the Seawall Project as per Ordinance #603-2026.

BE IT FURTHER RESOLVED that a copy of this resolution is forwarded to the Director of the Division of Local Government Services 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 May 19, 2026.

_____

Erin C. Burke, City Clerk

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

cc: CFO

FROM
CAPITAL BUDGET (Current Year Action)
2026

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2026: Capital Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized	To Be Funded in Future Years
GENERAL CAPITAL:	-	-	-	-	-	-	
Street Improvements	6,100,000.00		60,000.00			1,140,000.00	4,900,000.00
Vehicles/Equipment	2,415,000.00		50,750.00			964,250.00	1,400,000.00
Buildings & Grounds	6,175,000.00		28,750.00			546,250.00	5,600,000.00
Computers/Office	450,000.00		12,500.00			237,500.00	200,000.00
Public Safety Equipment	2,440,000.00		37,000.00			703,000.00	1,700,000.00
WATER & SEWER UTILITY:							
Utility System	38,070,000.00					20,370,000.00	17,700,000.00
Purchase of Equipment	1,005,000.00					130,000.00	875,000.00
BEACH UTILITY:							
Buildings & Grounds	3,600,000.00					200,000.00	3,400,000.00
Purchase of Equipment	615,000.00					100,000.00	515,000.00
Seawall	5,200,000.00					5,200,000.00	0.00

Total All Projects	66,070,000.00	0.00	189,000.00	0.00	0.00	29,591,000.00	36,290,000.00

6 YEAR CAPITAL PROGRAM 2026 - 2031
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2026	2027	2028	2029	2030	2031
GENERAL CAPITAL:							
Street Improvements	6,100,000.00	1,200,000.00	1,100,000.00	1,000,000.00	1,000,000.00	900,000.00	900,000.00
Vehicles/Equipment	2,415,000.00	1,015,000.00	280,000.00	280,000.00	280,000.00	280,000.00	280,000.00
Buildings & Grounds	6,175,000.00	575,000.00	1,100,000.00	1,300,000.00	1,000,000.00	1,200,000.00	1,000,000.00
Computers/Office	450,000.00	250,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Public Safety Equipment	2,440,000.00	740,000.00	340,000.00	340,000.00	340,000.00	340,000.00	340,000.00
WATER & SEWER UTILITY:							
Utility System	38,070,000.00	20,370,000.00	3,900,000.00	3,900,000.00	3,300,000.00	3,300,000.00	3,300,000.00
Purchase of Equipment	1,005,000.00	130,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00
BEACH UTILITY:							
Buildings & Grounds	3,600,000.00	200,000.00	3,000,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Purchase of Equipment	615,000.00	100,000.00	115,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Seawall	5,200,000.00	5,200,000.00					-
Total All Projects	66,070,000.00	29,780,000.00	10,050,000.00	7,235,000.00	6,335,000.00	6,435,000.00	6,235,000.00

6 YEAR CAPITAL PROGRAM 2026 - 2031

Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized	Self - Liquidating
GENERAL CAPITAL:						
Street Improvements	6,100,000.00	305,000.00			5,795,000.00	
Vehicles/Equipment	2,415,000.00	120,750.00			2,294,250.00	
Buildings & Grounds	6,175,000.00	308,750.00			5,866,250.00	
Computers/Office	450,000.00	22,500.00			427,500.00	
Public Safety Equipment	2,440,000.00	122,000.00			2,318,000.00	
WATER & SEWER UTILITY:						
Utility System	38,070,000.00					38,070,000.00
Purchase of Equipment	1,005,000.00					1,005,000.00
BEACH UTILITY:						
Buildings & Grounds	3,600,000.00					3,600,000.00
Purchase of Equipment	615,000.00					615,000.00
Seawall	5,200,000.00					5,200,000.00

Total All Projects	66,070,000.00	879,000.00	0.00	0.00	16,701,000.00	48,490,000.00

TO
CAPITAL BUDGET (Current Year Action)
2026

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2026: Capital Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized	To Be Funded in Future Years
GENERAL CAPITAL:							
Street Improvements	6,110,000.00		57,619.00			1,152,381.00	4,900,000.00
Vehicles/Equipment	2,730,000.00		63,333.00			1,266,667.00	1,400,000.00
Buildings & Grounds	6,445,000.00		40,238.00			804,762.00	5,600,000.00
Computers/Office	450,000.00		11,905.00			238,095.00	200,000.00
Public Safety Equipment	1,845,000.00		6,905.00			138,095.00	1,700,000.00
Seawall	35,000,000.00					35,000,000.00	0.00
WATER & SEWER UTILITY:							
Utility System	36,665,000.00					18,965,000.00	17,700,000.00
Purchase of Equipment	1,005,000.00					130,000.00	875,000.00
BEACH UTILITY:							
Buildings & Grounds	3,500,000.00					100,000.00	3,400,000.00
Purchase of Equipment	715,000.00					200,000.00	515,000.00

Total All Projects	94,465,000.00	0.00	180,000.00	0.00	0.00	57,995,000.00	36,290,000.00

6 YEAR CAPITAL PROGRAM 2026 - 2031
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2026	2027	2028	2029	2030	2031
GENERAL CAPITAL:		-	-	-	-	-	-
Street Improvements	6,110,000.00	1,210,000.00	1,100,000.00	1,000,000.00	1,000,000.00	900,000.00	900,000.00
Vehicles/Equipment	2,730,000.00	1,330,000.00	280,000.00	280,000.00	280,000.00	280,000.00	280,000.00
Buildings & Grounds	6,445,000.00	845,000.00	1,100,000.00	1,300,000.00	1,000,000.00	1,200,000.00	1,000,000.00
Computers/Office	450,000.00	250,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Public Safety Equipment	1,845,000.00	145,000.00	340,000.00	340,000.00	340,000.00	340,000.00	340,000.00
Seawall	35,000,000.00	35,000,000.00	-	-	-	-	-
WATER & SEWER UTILITY:							
Utility System	36,665,000.00	18,965,000.00	3,900,000.00	3,900,000.00	3,300,000.00	3,300,000.00	3,300,000.00
Purchase of Equipment	1,005,000.00	130,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00
BEACH UTILITY:		-					
Buildings & Grounds	3,500,000.00	100,000.00	3,000,000.00	100,000.00	100,000.00	100,000.00	100,000.00
Purchase of Equipment	715,000.00	200,000.00	115,000.00	100,000.00	100,000.00	100,000.00	100,000.00

Total All Projects	94,465,000.00	58,175,000.00	10,050,000.00	7,235,000.00	6,335,000.00	6,435,000.00	6,235,000.00

6 YEAR CAPITAL PROGRAM 2026 - 2031

Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized	Self - Liquidating
GENERAL CAPITAL:						
Street Improvements	6,110,000.00	305,500.00			5,804,500.00	
Vehicles/Equipment	2,730,000.00	136,500.00			2,593,500.00	
Buildings & Grounds	6,445,000.00	322,250.00			6,122,750.00	
Computers/Office	450,000.00	22,500.00			427,500.00	
Public Safety Equipment	1,845,000.00	92,250.00			1,752,750.00	
Seawall	35,000,000.00				35,000,000.00	
WATER & SEWER UTILITY:						
Utility System	36,665,000.00					36,665,000.00
Purchase of Equipment	1,005,000.00					1,005,000.00
BEACH UTILITY:						
Buildings & Grounds	3,500,000.00					3,500,000.00
Purchase of Equipment	715,000.00					715,000.00
Total All Projects	94,465,000.00	879,000.00	0.00	0.00	51,701,000.00	41,885,000.00