Cape May City

Monthly Managers Report

June 2026

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

Justin Riggs, MPA, SHRM-CP
Deputy City Manager

ADMINISTRATION

Capital Projects: Seawall expansion from Madison to Wilmington is finalizing preparation of the specifications and anticipate going out to bid in September. Replacement of the Desalination Water Treatment Plant was awarded and anticipate start in Fall. Capital Projects that are currently under construction include (Full summary in Appendix A):

- Reconstruction of Harborview Park (Grand Opening July 2nd)
- Construction of Police HQ Building (Opening Feb/March 2027)
- Reconstruction of Promenade (Cove to Madison) (final work to be completed in early July)
- Water/Sewer/ Road Reconstruction (Complete Winter 2026 after summer break)
- ADA improvements at Tennis Club & Physick Estate (Bid in August, Start Fall 2026)
- Sidewalk Improvement Project (Complete Winter 2026 after summer break)
- Madison Ave Water Tank repainting (Start September 2026)

Continued discussions renewal of UCC Shared Service with West Cape May and Regional/Joint Court with several municipalities including Lower, Middle, Wildwood Crest.

Attended Police Accreditation review meeting with State Chiefs Assoc., where they unanimously approved our accreditation.

Continued to meet with staff regarding Quality of Life issues. Addressed contractor work hours, dumpsters, traffic safety. Future looking to work with Environmental Commission to update messaging for water conservation measures.

Working with Water Department on replacement of booster pump.

Met with Rutgers University regarding use of City property on Delaware Ave.

The following is a summary from Deputy City Manager:

> Submitted a grant application to the New Jersey Department of Community Affairs on behalf of the Shade Tree Commission to assist with completing a citywide tree inventory.
>
> Attended the Planning Board Meeting on June 9th.
>
> Conducted supervisor training for Public Works supervisors covering general operations, purchasing procedures, and effective time management.
>
> Along with City Manager Paul Dietrich and Davida Wines, met with Nicole Gallazzi of Marsh McLennan and representatives from AmeriHealth to review the City's employee benefits account and discuss general account performance.

Attended the U.S. Census Bureau's Local Update of Census Addresses (LUCA) virtual training and coordinated with the Cape May County Planning Department regarding the City's address updates.

Met with Paul Florenza, Executive Director of the Atlantic County Municipal Joint Insurance Fund (ACMJIF), to review the City's insurance performance. I am pleased to report that Cape May's claims loss ratio is down 14% compared to the same period last year.

Participated in a meet-and-greet with the new Cape May County Department of Public Works Superintendent, along with representatives from the City Manager's Office and the City's Department of Public Works. The meeting included discussions on ongoing county-city coordination and outstanding infrastructure matters affecting Cape May.

Attended the Cape May County Police Academy graduation ceremony with City Manager Paul Dietrich.

Paul Dietrich
City Manager

Justin Riggs
Deputy City Manger

Safety Classes and Toolbox Talks Completed

Cape May City conducted multiple safety-related training sessions and toolbox talks in June 2026

Safety Classes Conducted

- Ethics of NJ Local Government Employees
- Practical Leadership – 21 Irrefutable Laws
- Productive Meetings Best Practices
- Harassment in the Workplace for Elected Officials, Managers, & Supervisors

Toolbox Talks Conducted

- weeding
- Eating healthy food
- Washing cars

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

HUMAN RESOURCES / BENEFITS ADMINISTRATION

1. **Onboarding**

   Beginning April 1, 2026, and continuing through June, Human Resources actively coordinated the onboarding of **191** re-hires and new hires across multiple departments.

   Independently managed new electronic onboarding process while learning Primepoint system requirements.

Department	Hires/Rehires
BEACH PATROL	85
BEACH TAG	66
BUILDINGS & GROUNDS	6
CIVIC AFFAIRS	5
ADMINISTRATION	1
POLICE	13
RECREATION	7
RECYCLING	1
STREETS & ROADS	6
WATER/SEWER	1
Grand Total	**191**

Additional onboarding information:

NJ Working Papers - Management of New Jersey Working Papers for nine (9) newly hired minors, ensuring compliance with state requirements.

- **Communications** to new hires and rehired employees regarding completion of employment documents through Primepoint system or paper-based documents upon request.

- **Background Screenings** – Management, communication, and review of required background screenings, including IdentoGO digital fingerprinting and Driver's License history checks based on position requirements.
- **Employment Documents** - Review of completed employee documentation to ensure accuracy and completeness and to ensure compliance with I-9 verification, tax withholding requirements, and internal city documents etc.
- **Payroll** - Prepare and provide completed individual employee employment documents to Payroll for pay processing.

2. **Wellness Meetings –** Met with employees at four (4) city locations on June 4, 2026, to review the AmeriHealth 2026 Embrace Well-being Rewards Program. Meetings were conducted with representatives from Marsh McLennan at the following locations:
    - City Hall
    - Fire Department
    - Convention Hall
    - Public Works Building

3. **Leave Administration** – Monitored employee absences to ensure compliance with federal Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA), New Jersey SAFE Act and the Americans with Disability Act (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. Administered three (3) new leaves of absence during the month of June and facilitated the return of one(1) employee from leave.
4. **Workers Compensation** – Reported workplace incidents and monitored follow up activities related to Workers' Compensation claims. Managed seven (7) new Worker's Compensation incidents during the month of June and communicated with carrier representatives regarding outstanding questions, claim status and pending matters.
5. **Difference Card Claims Run-Out:** Communicated with applicable retirees regarding the AmeriHealth audit. Continued working individually with employees and retirees to identify claims not paid through the Difference Card system, provider-issued refunds and claims requiring additional information.
6. **Benefits Administration** - Performed ongoing benefits administration including reconciliation of monthly medical, dental, vision, basic life, short-term disability, and retiree coverage. Processed qualifying life events (QLEs) and ensured accurate enrollment.

Davida Wines
Human Resources Coordinator/Claims Coordinator

LAND USE

The Construction Office issued 65 new permits. Additionally 10 new permits were issued for Cape May Point and 14 new permits were issued for West Cape May.

The Zoning Office has issued 45 Zoning permits and 11 certificates of compliance.

The Planning Board heard 2 application.

The Zoning Board of Adjustment heard 3 application.

The Historic Preservation Commission held their regular meeting, approved 17 applications in review (not needing a full Commission review) and heard 6 applications.

The Shade Tree Commission held their regular meeting, reviewed 2 street tree removal and 11 residential removal requests.

Flood Manager reviewed 31 applications and issued 8 Flood Compliance Certificates new residential home sales.

Lou Vito
Construction Official

Paul Dietrich
City Engineer

CIVIC AFFAIRS – TOURISM – RECREATION

Department of Civic Affairs, Recreation, Tourism and Marketing
June 2026 – Monthly Manager's Report

- Events –

6/2/2026	Choral Fest
6/4/2026	Howard Street Ramble
6/4/2026	Coastal Coalition
6/5/2026	Police Department & No Limits Academy
6/6/2026	No Limits Academy- Boxing Match
6/7/2026	Twilight Yoga
6/9/2026	Red Cross Blood Drive
6/11/2026	Howard Street Ramble
6/13/2026	ALS Charity Bike Ride
6/13/2026	Rachelle Kruzelak/ Michael Hope Wedding
6/14/2026	Cape May Point Science Center International Flim Fest
6/14/2026	Twilight Yoga
6/16/2026	Traditional Building Conference
6/17/2026	Traditional Building Conference
6/18/2026	Howard Street Ramble
6/18/2026	Beach Clean Up
6/19/2026	Free Music in the Park
6/20/2026	Rubiks Cube Competition Day 1
6/20/2026	Craft Show
6/20/2026	Free Music in the Park
6/21/2026	Rubiks Cube Competition Day 2
6/21/2026	Twilight Yoga
6/21/2026	Craft Show
6/21/2026	Free Music in the Park
6/22/2026	MAC Writing Workshop
6/22/2026	Camp Cape May
6/22/2026	Skyhawks SoccerTots
6/22/2026	Free Music in the Park
6/23/2026	Camp Cape May
6/24/2026	Camp Cape May
6/25/2026	Howard Street Ramble
6/25/2026	Camp Cape May
6/26/2026	Camp Cape May

6/26/2026	Free Music in the Park
6/27/2026	Albano Proposal
6/27/2026	Sacred Tides Wellness Yoga Retreat
6/27/2026	Beach Clean Up
6/27/2026	Free Music in the Park
6/28/2026	Summer Concert Series: Mac McAnally
6/28/2026	Twilight Yoga
6/28/2026	Around the Cape Paddle
6/28/2026	Free Music in the Park
6/29/2026	MAC Writing Workshop
6/29/2026	Americas Sweethearts - Green Room/Changing Space
6/29/2026	Camp Cape May
6/29/2026	Skyhawks SoccerTots
6/29/2026	Free Music in the Park
6/30/2026	South Jersey Beach Patrol Womens Conference (CMBP)
6/30/2026	Full Moon Yoga
6/30/2026	Camp Cape May

- Marketing –
    - Website Design is still ongoing; questionnaire to be completed for Revize ASAP
    - Summer events and programs have been distributed and featured on our website, social media, print, plasmas, marquee, rack cards, newspaper, radio, and Google ads – outlets vary depending on the event/program
    - Summer Concert Press Release Schedule
- Hiring – due to lack of employees, the pool will only be open Mondays and Wednesdays from 4 pm – 8 pm beginning June 1. We are in desperate need of pool lifeguards. We have advertised on our website, social media, in person, at the pool, and on Indeed to no avail.
- Ongoing Projects -
    - Stage Lighting replacement began and will continue with intermittent schedule.

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

COURT

- Our master file has been completely revamped and updated with all our new filings so far this summer
- We are in full swing of the season and are extremely busy all week long.
- The ticket book order is now put in and I am awaiting turn-around time dates. Parking enforcement is still only writing E-tickets at the current moment.
- E-Ticket count is almost in the 3000s.
- Our annual Ford Scott audit came back with no issues or recommendations.
- The court is currently hiring for a seasonal and full-time violation's clerk.
- The court disbursed $32,951.33 in fines and costs and $260.00 of parking offenses adjudication act funds to the City of Cape May in the month of July for June.

Amanda I. Melendez
Municipal Court Administrator

TAX ASSESSOR'S OFFICE

In June 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 26 deeds to ensure property ownership records remained current and accurate and completed 2 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 52 field inspections to verify property information, and processed 18 address changes to maintain accurate municipal records. A primary focus for the month continued to be the 2026 Added Assessment inspection program. Throughout the summer season, the office has been conducting field inspections to identify and verify new construction, additions, renovations, and other property improvements completed after October 1, 2025, which may be subject to added assessments effective October 1, 2026. These inspections will continue throughout the summer season to ensure all qualifying improvements are accurately assessed in accordance with New Jersey property tax laws.

Patrick McCarthy, CTA
Tax Assessor

OUTSIDE OPERATIONS

Properties

- All lease accounts remain current, and all required lease payments have been received.
- Continued coordination with tenants regarding routine maintenance, operational issues, and lease-related matters.

Welcome Center / Leased Property Coordination

- Worked closely with **Eric Prusinski** and **Frank McCloskey** regarding operational issues at the Welcome Center.
- Coordinated efforts related to the alarm system, restroom access and maintenance associated with Revolutionary Rail, and the HVAC concerns involving Pete Smith's leased space.
- Assisted in addressing the plumbing and sewer issue affecting the Mermaid property.
- Continued communication regarding trash collection concerns associated with the Mermaid property until the matter is resolved.

Beach Concessions

- Beach concession operations have progressed well throughout the month with no significant operational concerns.
- Continued communication and coordination with concession operators, including providing weather notifications and operational updates through a group text communication system, which has proven to be an effective method of keeping operators informed of changing weather conditions and operational needs.

ParkMobile

- Completed the requested updates and modifications to the ParkMobile program.
- Continued coordination with the vendor regarding system operations, reporting, and requested changes.

Jitney Operations

- Continued coordination with the Atlantic City Jitney Association regarding daily operations, service requests, route modifications, and communication to help ensure reliable transportation service throughout the summer season.

Public Works Coordination

- Continued working closely with the Public Works Department on a variety of operational matters throughout the month.
- Assisted with replenishing restroom supplies on weekends as needed.
- Addressed minor restroom maintenance issues, including plunging toilets when necessary.

- Contacted the Water and Sewer Department regarding water-related concerns as they arose.
- Communicated maintenance and cleanliness issues to Public Works to ensure timely response and resolution.

As always, I appreciate the continued cooperation between departments in addressing these operational matters and helping ensure City services continue to operate efficiently throughout the busy summer season.

Michelle Sampson
Outside Operations Manager

BEACH PATROL

We conducted five new lifeguard testing dates resulting in 15 new lifeguards and 1 new lifeguard in training. The new lifeguards attended and passed 40 hours of training in Ocean Lifeguarding, Advanced 1st Aid and CPR for the Professional.

We conducted five requalification testing dates for all returning lifeguards consisting of a 500 meter swim in under 10 minutes, a ½ mile run in under 3minutes 45seconds and a 8 hour refresher course in Advanced 1st Aid and CPR for the Professional.

Tool Box Talks topics for June were: Heat related emergencies, Neo-Skeletal emergencies and Cervical injuries with extraction from the ocean.

The beach patrol supplied water safety for two events in June: Escape the Cape Triathlon (15 lifeguards, Carolina Skiff rescue boat and Waverunner) and Around the Cape Paddle (Carolina Skiff and Waverunner)

Chief Back attended the Lifeguard Symposium hosted by J.A. Montgomery in Ocean City. The title was Risk Management for Beach Patrols and Lifeguards. The presenters were Rob Garish and Keith Hummel.

The beach patrol rescued 27 people from rip currents, rendered minor 1st Aid to 23 people, found 6 lost children, four 911 calls, 1 police call and the twelve Lt. Calls.

Lifeguards conducted Ocean Safety talks at two local elementary schools.

Chief Harry Back
Cape May Beach Patrol

WATER – SEWER DEPARTMENT

Fixed multiple water leaks at the following locations:
Madison Ave. & Columbia Ave.
2nd water service at Washington St. & Sidney Ave.
Disconnected abandoned water service at New Jersey Ave. & Reading Ave.

Assisted in a sewer lateral repair on Broadway.

Made soccer field irrigation repairs, which consisted of 2 broken heads, bad zone valve, and reset pump fault.

Installed a hose bib at dog park.

Monthly work performed in the system includes metering, restroom maintenance, beachfront shower repairs, sewer maintenance, water plant maintenance, and responding to calls from residents for water and sewer issues.

Robert Cummiskey
Superintendent Water Sewer Department

PUBLIC WORKS DEPARTMENT

DPW is maintaining daily duties such as stocking of (11) public facilities, collecting trash, recycling, residential recycling, cleaning the beach mat, and work orders. Thinning out signage around town so far to date we have removed (50) poles and (171) signs, in addition to this we have remove all standalone meter from Cove to Windsor (orange section).

June Collection Totals:
Residential Recycle (69.72) tons; which is down (4.56) tons from the new ordinance.
City buildings, Mall and Beachfront trash pickup (32.10) tons

June Overtime Total
(44) hours of schedule overtime for Convention Hall
(396) hours of summer schedule for Sweeper, Beach Tractor, Beach Maintenance, Trash, Recycle, and Restroom stock/maintenance.
(9) Call ins requesting (12) personal.

Eric Prusinski
Superintendent of Public Works

CITY CLERK'S OFFICE

Active Tort Claims: 3 claims
Active litigation: 8 cases
Permits/Licenses

ABC Licenses:	All 28 licenses renewed by 6/30 deadline.
ABC Special Permits:	35 thus far in 2026
Bank Street Parking Permits:	2
BID assessments rcvd:	3
Contractors Licenses:	2
Dog Licenses:	4
Dog Park (weekly & seasonal):	7
Handicapped Parking Permits:	0
Jackson Street Parking Permits:	Sold out for 2026. Renewed in November annually
Mercantile Licenses:	222
On-Street Parking Permits:	0
OPRA requests:	40
Patio Permits:	13 thus far in 2026
Peddlers/Vendors Permits:	3 total (issued by Memorial Day annually)
Private Driveway Permits:	Renewed in September annually
Street Opening Permits:	2
Tent Permits:	3
Yard Sale Permits:	3
Wedding location permits:	13
Certified copies issued:	236
Marriage license appts:	12
Marriage licenses processed:	16
Registrations/Titles processed:	6 titles/6 registrations
Raffle Licenses:	2
Resolutions adopted:	42
Ordinances introduced:	1
Ordinances adopted:	3

Current/upcoming tasks:

- 1358 Mercantile Licenses issued as of July 6, 2026. 127 outstanding/under review. Working with Code Enforcement to address delinquent licenses.
- 97 late fees remitted in June 2026 totaling $6,906.50.
- Primary Election was executed by City Clerk & Deputy Clerk on June 2, 2026.
- One (1) ABC License transfer application submitted and currently under internal review.

Second round of ACMJIF required employee cyber security training deadline was 6/30 with 98% completion.

Erin C. Burke, RMC, CMR
City Clerk

FIRE PREVENTION BUREAU

During the month of June, most of our inspections continued to be residential rental properties, and we observed an increase in commercial inspections. The most common violations identified were maintaining smoke alarms/fire alarm systems, means of egress issues, landscape materials around commercial buildings, and electrical issues.

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
May	324	0	83
June	306	1	124
Total	**1354**	**10**	**484**

Financial

Month	Billed	Collected
January	$187,840.00	$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
May	$ 8,735.00	$ 8,735.00
*** State Rebate ***		$ 5,306.94
June	$ 3,845.00	$ 12,375.00
Total	**$224,415.00**	**$241,913.43**
***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

FIRE DEPARTMENT/EMS/OEM

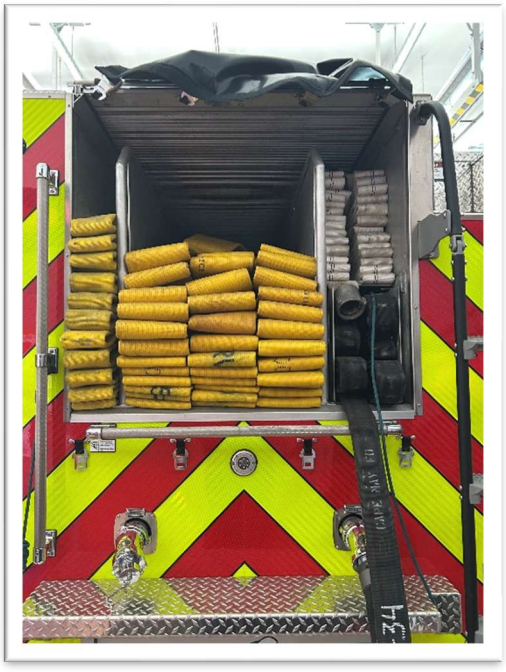
For the month of May, the Fire Department responded to 85 fire calls and 128 EMS calls.

EMS by district – 98 Cape May, 10 Cape May Point, 18 West Cape May, 2 other.

USFA reports 39 firefighter line of duty deaths year to date.

In prepartion for the busy summer months and the many activities the City provides to our visitors, our firefighters conducted CPR training. Through out the month of June Firefighters held several sessions for city instructing nearly 20 employees. Included in CPR training is training on the use of Automated Exteranl Defibrilators. These live saving tools are located for public access throughout the city and we hope to acquire more to better assist our co-workers that deal with large crowds on a daily basis.

Firefighter training for June focused heavily on the newly placed into service Squad 51. Squad 51 provides a valuable piece to the protection of our residents and visitors. While much of the equipment placed into the squad has been carried over from other apparatus within the department, there are still many areas that require repitious training.



One of the most important skills in any firefighters toolbox is the ability to stretch a hose. An item that our desgin team spent much time on is the rear hose bed of the squad. Unlike many hosebeds where hose is stacked side by side, our team implmented a stacked hose bed. This new to Cape May hosebed allows for carrying additional equipment in what is reffered to as “rescue compartments”. Rescue compartments are compartments that rise nearly the entire height of a the squad, whereas normal compartmentation is typically only half of this height. Firefighters trained on not only ensuring the hose pulls smoothly for when needed, but also to ensure it could be pack quickly to return the apparatus to service as quickly as possible.



Similar to the change in our hosebed layout, the design team also changed the location of our ladder compartments. On a typical engine or squad, ladders are mounted either on the side of the appartatus or on a device that allows storage on top of the truck. Cape May Firefighters need to be able to carry as much equipment as possible to calls as staff limitations may prevent the availability of a second unit. To combat staffing complications and still be able to have life saving tools available, our ladders were placed into a compartment that is accessed from the rear of the squad. Not only does this allow for the ladders to be kept in an area that keeps them clean but it also allows for the ladders to be at a height that is accesable to even some of our more vertically challegend staff. This change while overall is a great benefit to our staff it changes two important factors in our tactics. First, ladders that previously would have been placed directly to a firefighters shoulder for carrying, are now pulled from a compartment before being able to be shoulder carried. The second challenge pressented is any incoming additional companies must take into account that there needs to be suffecient clearance to pull the ladders out. If units are placed too close to the rear of the squad the ladders will not be able to clear the storage area.

The above challenges were known as the Squad was being desgined and the additional training was anticipated. Despite these changes & challenges, Squad 51 is vastly superior to any Engine or Squad that our department has previously utilized. Squad 51is another example of how working with City Council and Administration allows for enhancements to public safety. Moving forward there will be additional equipment needs for Squad 51 to ensure we are not only prepared for todays chalenges but also that of the constantly changing world and emergencies we face together.

Cape May Firefighters, like many other public safety agencies take extreme pleasure in working with members of the community during open house tyes of events. It allows us the oppurtunity to talk with our nieghbors and visitors in a low stress enviroment and in many cases allow them to become acclimated with actions we may take at times of emergency. Pictured below are images from a recent visit to the Firehouse that demonstrate how much not only our visitors had but also our firefighters.







EMERGENCY MANAGEMENT

During the month of June, OEM finalized and submitted the results of our May, Mass Causality tabletop exercise. There has already been action taken on some areas of improvement with more to follow before the next exercise. We have also worked with the Water Department to remedy areas for improvement from our blizzard earlier in the year. Between the Water Department and Fire Department zones have been assigned to assist in what we believe will be a more rapid clearing of hydrants during large storms. Using pre-established maps the departments will now have clear lines ahead of an impending storm to ensure areas of highest concern are addressed first.

OEM has begun planning the stages for our fall exercise which is slated to be conducted with South Jersey Gas in early October. OEM attempts to work with a public utility for training exercises every other year. This allows both sides to review procedures and polices that interact with each other and ensure a common operating methodology at times of emergency or crisis.

Alex Coulter, Chief
Michael Eck, Deputy Chief

CASH RECONCILIATION JUNE 30, 2026

	Bank Balances		Cash *On Hand	Cash On Deposit	Less Checks Outstanding	Cash Book Balance	Interest Rate	YTD Interest Earned
Current	5,010,123.56		6,992,208.51	7,816,997.83	4,881,883.68	9,927,322.66	2.74%	$ 90,474.47
Clearing	2,007,893.82					-	2.74%	$ 28,818.72
Payroll	794,350.88					-	2.74%	$ 2,251.71
Meters	4,629.57					-	2.74%	$ 11.10
Escrow	62,926.00		-	62,926.00	632.50	62,293.50		
Grant Fund	113,495.30		15,318.09	113,495.30	250.18	128,563.21	2.74%	$ 18,495.15
Trust - Animal Control	3,374.18		8.20	3,374.18	31.20	3,351.18	2.74%	$ 67.70
Trust - Assessment								
Trust - Municipal Open Space								
Trust - LOSAP								
Trust - CDBG								
Trust - Other	3,904,418.07		5,708.34	3,904,418.07	10,349.82	3,899,776.59	2.74%	$ 50,129.81
COAH	3,136,631.39		4,169.25	3,136,631.39		3,140,800.64	2.74%	$ 40,229.80
Fire Safety	5,822.56			5,822.56		5,822.56	2.74%	$ 202.69
Flexible Spending	9,573.58			9,573.58		9,573.58	2.74%	$ 103.90
Capital - General	2,923,142.21			2,923,142.21	24,011.29	2,899,130.92	2.74%	$ 117,959.33
Capital - NJARM	5,196,413.83			5,196,413.83		5,196,413.83	3.58%	$ 135,561.74
UTILITIES:								
Water & Sewer - Operating	1,297,519.33		210,826.58	1,297,519.33	-	1,508,345.91	2.74%	$ 21,494.62
Water & Sewer - Capital	1,165,242.62		-	1,165,242.62	562.29	1,164,680.33	2.74%	$ 5,687.30
Beach Utility - Operating	3,011,968.98		214,093.59	3,011,968.98	2,736.55	3,223,326.02	2.74%	$ 27,684.10
Beach Utility - Capital	174,900.89		-	174,900.89	430.28	174,470.61	2.74%	$ 1,806.16
Tourism Utility	2,366,940.27		65,292.87	2,366,940.27	6,385.06	2,425,848.08	2.74%	$ 32,970.77
Tourism Credit Card	7,422.53		226.00	7,422.53	7,648.53	-	2.74%	$ 209.74
Sweeps to Current								
Sweeps to Utility Operating								
Remains in Fund								
								$ 574,158.81
Total	31,196,789.57		7,507,851.43	31,196,789.57	4,934,921.38	33,769,719.62		
*Include Deposits In Transit (and change funds)			1,200.00	0.00		1,200.00		

**Be sure to include a Public Assistance Account reconciliation and trial balance if the municipality maintains such a bank account.

REQUIRED CERTIFICATION

I hereby certify that all amounts shown in the "Cash on Deposit" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 30-Jun-26

I also certify that all amounts, if any, shown for Investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 30-Jun-26

All "Certificates of Deposits," "Repurchase Agreements," and other investments must be reported as cash and included in this certification.

(THIS MUST BE SIGNED BY THE REGISTERED MUNICIPAL ACCOUNTANT (STATUTORY AUDITOR) OR CHIEF FINANCIAL OFFICER) depending on who prepared this Annual Financial Statement as certified to on Sheet 1 or 1(a).

Signature: Lauren Read

Title: CFO, City of Cape May

CITY OF CAPE MAY
2026 BUDGET
BEACH UTILITY

DEDICATED REVENUES FROM TOURISM UTILITY	FCOA	Anticipated 2026	Realized in Cash in 2026	Excess/ (Shortfall)
Operating Surplus Anticipated	08-501	814,100.00	814,100.00	-
Surplus Anticipated With Consent of Director of Local Gov't Services	08-502			
Total Operating Surplus Anticipated	08-500	814,100.00	814,100.00	-
	08-503			-
Tourism Fees & Events	08-506	425,000.00	347,625.81	(77,374.19)
Hotel Room Tax	08-506	800,000.00		(800,000.00)
Lease and Rent Contracts	08-506	300,000.00	67,737.50	(232,262.50)
Mercantile License Fee	08-506	75,000.00	69,345.00	(5,655.00)
Total Water & Sewer Utility Revenues	**08-599**	**2,414,100.00**	**1,298,808.31**	**(1,115,291.69)**

CITY OF CAPE MAY
2026 BUDGET
BEACH UTILITY

APPROPRIATIONS FOR TOURISM UTILITY	FCOA	Appropriated 2026	Appropriated for 2026 by Emergency Appropriation	Appropriated Total for 2026 as Modified by all Transfers	Expended 2026 Paid or Charged	Expended 2026 Reserved
OPERATING:						
Salaries and Wages	55-501	817,900.00		817,900.00	253,940.38	563,959.62
Other Expenses	55-502	1,505,200.00		1,505,200.00	398,002.97	1,107,197.03
						0.00
STATUTORY EXPENDITURES:						
Public Employees' Retirement System	55-540	40,000.00		40,000.00	40,000.00	0.00
Social Security System (O.A.S.I)	55-541	51,000.00		51,000.00	17,889.96	33,110.04
TOTAL WATER & SEWER UTILITY APPROPRIATIONS	55-599	2,414,100.00		2,414,100.00	709,833.31	1,704,266.69

CITY OF CAPE MAY
2026 BUDGET
BEACH UTILITY

DEDICATED REVENUES FROM BEACH UTILITY	FCOA	Anticipated 2026	Realized in Cash in 2026	Excess/ (Shortfall)
Operating Surplus Anticipated	08-501	932,850.00	932,850.00	-
Surplus Anticipated With Consent of Director of Local Gov't Services	08-502			
Total Operating Surplus Anticipated	08-500	932,850.00	932,850.00	-
User Fees	08-503	3,642,990.00	1,885,481.00	(1,757,509.00)
Miscellaneous	XXXXXX	100,000.00	43,835.45	(56,164.55)
	08-505			0.00
Total Water & Sewer Utility Revenues	08-001	**4,675,840.00**	**2,862,166.45**	**(1,813,673.55)**

CITY OF CAPE MAY
2026 BUDGET
BEACH UTILITY

APPROPRIATIONS FOR BEACH UTILITY	FCOA	Appropriated 2026	Appropriated for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Expended 2026 Paid or Charged	Expended 2026 Reserved
OPERATING:						
Lifeguards						
S&W	55-501	1,347,710.00		1,347,710.00	259,997.95	1,087,712.05
OE	55-502	135,000.00		135,000.00	74,249.14	60,750.86
Beach Tags				0.00		0.00
S&W	55-501	550,000.00		550,000.00	96,639.52	453,360.48
OE	55-502	171,700.00		171,700.00	33,399.35	138,300.65
Insurance				0.00		0.00
EE Group	55-503	34,300.00		34,300.00	0.00	34,300.00
Liability	55-503	22,000.00		22,000.00	11,076.84	10,923.16
W/C	55-503	35,000.00		35,000.00	17,325.32	17,674.68
Audit				0.00		0.00
OE	55-502	6,000.00		6,000.00	5,450.00	550.00
Tax Collection				0.00		0.00
S&W	55-501	20,600.00		20,600.00		20,600.00
Police				0.00		0.00
S&W	55-501	290,000.00		290,000.00		290,000.00
County Dispatch	55-502	60,000.00		60,000.00	60,000.00	0.00
Fire Dept				0.00		0.00
S&W	55-501	104,030.00		104,030.00		104,030.00
Legal				0.00		0.00
OE	55-502	6,000.00		6,000.00		6,000.00
Roads				0.00		0.00
S&W	55-501	301,380.00		301,380.00		301,380.00
OE	55-502	100,000.00		100,000.00	77,049.33	22,950.67
B&G				0.00		0.00
S&W	55-501	106,605.00		106,605.00		106,605.00
OE	55-502	211,450.00		211,450.00	193,447.99	18,002.01
Gen Admin				0.00		0.00
SW	55-501	121,230.00		121,230.00	10,391.68	110,838.32
OE	55-502	5,000.00		5,000.00	1,584.97	3,415.03
Financial Admin				0.00		0.00
S&W	55-501	47,800.00		47,800.00		47,800.00
OE	55-502	3,000.00		3,000.00	343.17	2,656.83
Sanitary Landfill				0.00		0.00
OE	55-502	7,500.00		7,500.00	1,269.74	6,230.26
Recycling				0.00		0.00
S&W	55-501	28,735.00		28,735.00		28,735.00
OE	55-502	15,000.00		15,000.00	6,239.20	8,760.80

CITY OF CAPE MAY
2026 BUDGET
BEACH UTILITY

APPROPRIATIONS FOR BEACH UTILITY	FCOA	Appropriated 2026	Appropriated for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Expended 2026 Paid or Charged	Expended 2026 Reserved
Engineering				0.00		0.00
OE	55-502	15,000.00		15,000.00		15,000.00
Mayor/Council				0.00		0.00
S&W	55-501	15,600.00		15,600.00		15,600.00
Capital Improvements				0.00		0.00
CIF	55-511	20,000.00		20,000.00	20,000.00	0.00
				0.00		0.00
Debt Service:				0.00		0.00
Bond Principal	55-520	460,000.00		460,000.00	120,000.00	340,000.00
Note Principal	55-521	100.00		100.00		100.00
Note Interest	55-522	100.00		100.00		100.00
Bond Interest	55-523	80,000.00		80,000.00	39,350.00	40,650.00
				0.00		0.00
Statutory Expenditures:				0.00		0.00
Social Security	55-541	215,000.00		215,000.00	26,822.16	188,177.84
Unemployment	55-542	40,000.00		40,000.00	40,000.00	0.00
Lifeguard Pension	55-544	100,000.00		100,000.00	100,000.00	0.00
TOTAL BEACH UTILITY APPROPRIATIONS	55-599	4,675,840.00		4,675,840.00	1,194,636.36	3,481,203.64

CITY OF CAPE MAY
2026 BUDGET
WATER/SEWER UTILITY

DEDICATED REVENUES FROM WATER & SEWER UTILITY	FCOA	Anticipated 2026	Realized in Cash in 2026	Excess/ (Shortfall)
Operating Surplus Anticipated	08-501	821,179.00	821,179.00	-
Surplus Anticipated With Consent of Director of Local Gov't Services	08-502			
Total Operating Surplus Anticipated	08-500	821,179.00	821,179.00	-
Rents	08-503	7,200,000.00	2,638,820.60	(4,561,179.40)
Miscellaneous	XXXXXX	300,000.00	71,064.99	(228,935.01)
Reserve to Pay Bonds/Notes	08-505	188,000.00	188,000.00	0.00
Total Water & Sewer Utility Revenues	08-001	**8,509,179.00**	**3,719,064.59**	**(4,790,114.41)**

CITY OF CAPE MAY
2026 BUDGET
WATER/SEWER UTILITY

APPROPRIATIONS FOR WATER & SEWER UTILITY	FCOA	Appropriated 2026	Appropriated for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Expended 2026 Paid or Charged	Expended 2026 Reserved
OPERATING:						
Salaries and Wages	55-501	1,134,665.00		1,134,665.00	407,150.31	727,514.69
Other Expenses	55-502	5,233,535.00		5,233,535.00	2,831,171.86	2,402,363.14
						0.00
CAPITAL IMPROVEMENTS:						
Capital Improvement Fund	55-511	10,000.00		10,000.00	10,000.00	0.00
Current Fund Share of Roads	55-513	50,000.00		50,000.00	50,000.00	0.00
DEBT SERVICE:						
Payment of Bond Principal	55-520	540,000.00		540,000.00	535,000.00	5,000.00
Payment of Bond Anticipation Notes and Capital Notes	55-521	596,000.00		596,000.00	0.00	596,000.00
Interest on Bonds	55-523	280,000.00		280,000.00	138,700.00	141,300.00
Interest on Notes	55-523	300,000.00		300,000.00	0.00	300,000.00
Loan Payments	55-525	67,500.00		67,500.00	20,904.31	46,595.69
DEFERRED CHARGES:						
Overexpenditure of Appropriations	55-543	68,379.00		68,379.00	68,378.99	0.01
STATUTORY EXPENDITURES:						
Public Employees' Retirement System	55-540	115,600.00		115,600.00	115,600.00	0.00
Social Security System (O.A.S.I)	55-541	86,000.00		86,000.00	29,041.99	56,958.01
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	55-542	5,000.00		5,000.00	5,000.00	0.00
Reserve for Retirement Trust	55-543	22,500.00		22,500.00	22,500.00	0.00
TOTAL WATER & SEWER UTILITY APPROPRIATIONS	55-599	8,509,179.00		8,509,179.00	4,233,447.46	4,275,731.54

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

GENERAL REVENUES	FCOA	Anticipated 2026	Realized in Cash 2026	Excess/ (Shortfall)
1. Surplus Anticipated	08-101	6,490,500.00	6,490,500.00	-
2. Surplus Anticipated With Consent of Director of Local Gov't Services	08-102			
Total Surplus Anticipated	08-100	6,490,500.00	6,490,500.00	-
3. Miscellaneous Revenues - Section A: Local Revenues	XXXXXX			
Licenses:	XXXXXX			
Alcoholic Beverages	08-103	55,000.00	53,628.00	(1,372.00)
Other (Mercantile, campground, ice cream peddling, bingo, gravel pit)	08-104	325,000.00	459,268.00	134,268.00
Fees and Permits (Yard sale, copying fees, street opening, taxi cab, municipal fees)	08-105	380,000.00	289,006.60	(90,993.40)
Fines and Costs:	XXXXXX			
Municipal Court	08-110	225,000.00	119,156.60	(105,843.40)
Interest and Costs on Taxes	08-112	40,000.00	28,291.11	(11,708.89)
Interest on Investments and Deposits	08-113	550,000.00	393,569.41	(156,430.59)
Meters	08-105	2,303,000.00	526,104.13	(1,776,895.87)
Payments in Lieu of Taxes - Victorian Towers	08-105	200,000.00	119,977.19	(80,022.81)
Occupancy Tax	08-107	3,100,000.00	619,209.44	(2,480,790.56)
Lease and Rents	08-118	450,000.00	144,234.32	(305,765.68)
EMS	08-229	350,000.00	209,342.46	(140,657.54)
Cable Franchise Fees	08-105	40,000.00	45,259.19	5,259.19
Total Section A: Local Revenue	08-001	**8,018,000.00**	**3,007,046.45**	**(5,010,953.55)**
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations	XXXXXX	XXXXXX	XXXXXX	
Energy Receipts (PL 1997, Chapters 162 &167)	09-202	341,658.00	0.00	(341,658.00)
Total Section B: State Aid Without Offsetting Appropriations	09-001	**341,658.00**	**0.00**	**(341,658.00)**
3 Miscellaneous Revenues - Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations (NJSA 40A: 4-36 and NJAC 5:23-4.17)	XXXXXX	XXXXXX	XXXXXX	
Uniform Construction Code Fees	08-160	650,000.00	432,591.00	(217,409.00)
Total Section C:Dedicated Uniform Construction Code Fees Offset w/Appropriations	08-002	**650,000.00**	**432,591.00**	**(217,409.00)**

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

GENERAL REVENUES	FCOA	Anticipated	Realized in Cash 2026	Excess / (Shortfall)
3. Miscellaneous Revenues - Section D: Special Items of General Revenue Anticipated With Prior Written Consent of the Director of Local Government Services - Shared Service Agreements Offset with Appropriations:				
Interlocal - Police Services-West Cape May	11-110	745,390.00	372,694.50	(372,695.50)
Interlocal - Police Services-Cape May Point	11-108	331,285.00	173,933.84	(157,351.16)
Total Section D:Interlocal Municipal Service Agreements Offset With Appropriations	11-001	**1,076,675.00**	**546,628.34**	**(530,046.66)**
3 Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated With Prior Written Consent of the Director of Local Government Services - Public and Private Revenues Offset with Appropriations:	XXXXXX	XXXXXX	XXXXXX	
Alcohol Education and Rehabilitation Fund		2,263.58	2,263.58	0.00
Body Armor		5,447.32	5,447.32	0.00
Clean Communities		72,098.09	72,098.09	0.00
Community Capital Needs		15,600.00	15,600.00	0.00
Cop in Shops		3,215.36	3,215.36	0.00
EMAA		10,000.00	10,000.00	0.00
Lanternfly		20,000.00	20,000.00	0.00
NJDOT-HOWARD		110,733.00	110,733.00	0.00
NJDOT-PENNSYLVANIA		96,250.00	96,250.00	0.00
NJDOT-WENONAH		159,757.00	159,757.00	0.00
NPP		125,000.00	125,000.00	0.00
Recycling Tonnage		30,118.44	30,118.44	0.00
SC CDBG-2019		123,942.31	123,942.31	0.00
SC CDBG-2021		210,149.49	210,149.49	0.00
SC CDBG-2025		195,600.00	195,600.00	0.00
Stormwater Assistance		15,000.00	15,000.00	0.00
UFSA		20,371.00	20,371.00	0.00
Wawa - Police		10,000.00	10,000.00	0.00
Home of the Free 250		25,000.00	25,000.00	0.00
Lafayette Park		73,000.00	73,000.00	0.00
Am. Rescue Plan		358,175.79	358,175.79	0.00
Total Section F: Special Items of General Revenue Anticipated w/Prior Written Consent of the Director of Local Government Services-Public and Private Revenues	10-001	**1,681,721.38**	**1,681,721.38**	**0.00**
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated With Prior Written Consent of the Director of Local Government Services -	FCOA	XXXXXX	XXXXXX	
Other Special Items:				
Uniform Fire Safety Act	08-106	250,000.00	236,783.43	(13,216.57)
W/S contribution to Street Improvements	08-240	50,000.00	50,000.00	0.00
Reserve for Open Space	08-241	250,000.00	250,000.00	0.00
Capital Fund - Reserve for Debt Service	08-227	100,000.00	100,000.00	0.00
Total Section G: Special Items of General Revenue Anticipated w/Prior Written Consent of the Director of Local Government Services-Other Special Items	08-004	**650,000.00**	**636,783.43**	**(13,216.57)**

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

GENERAL REVENUES	FCOA	Anticipated 2026	Realized in Cash 2026	Excess/ (Shortfall)
Summary of Revenues	XXXXXX	XXXXXXXXX	XXXXXXXXX	
1. Surplus Anticipated	08-101	6,490,500.00	6,490,500.00	0.00
2. Surplus Anticipated With Consent of Director of Local Gov't Services	08-102	0.00	0.00	
3. Miscellaneous Revenues:				
Total Section A: Local Revenues	08-001	8,018,000.00	3,007,046.45	(5,010,953.55)
Total Section B: State Aid Without Offsetting Appropriations	09-001	341,658.00	0.00	(341,658.00)
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	650,000.00	432,591.00	(217,409.00)
Total Section D: Interlocal Municipal Service Agreements	11-001	1,076,675.00	546,628.34	(530,046.66)
Total Section F: Public and Private Revenues	10-001	1,681,721.38	1,681,721.38	0.00
Total Section G: Other Special Items	08-004	650,000.00	636,783.43	(13,216.57)
Total Miscellaneous Revenues	13-099	**12,418,054.38**	**6,304,770.60**	**(6,113,283.78)**
4. Receipts from Delinquent Taxes		165,000.00	184,576.12	19,576.12
5. Subtotal General Revenues (Items 1,2,3 and 4)		**19,073,554.38**	**12,979,846.72**	**(6,093,707.66)**
6. Amount to be Raised by Taxes for Support of Municipal Budget:	XXXXXX			
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	11,582,918.53	XXXXXXXXX	XXXXXXXXX
b) Addition to Local District School Tax	07-191			
Total Amount to be Raised by Taxes for Support of Municipal Budget (Quarterly reports include the tax liability to County &Schools less tax revenues received)	07-199	11,582,918.53	5,400,589.68	(6,182,328.85)
7. Total General Revenues	13-299	30,656,472.91	18,380,436.40	(12,276,036.51)

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS"	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
GENERAL GOVERNMENT:						
General Administration						
Salaries and Wages	20-100-1	310,500.00		310,500.00	210,939.76	99,560.24
Other Expenses	20-100-2	228,500.00		228,500.00	63,413.87	165,086.13
						0.00
Mayor and Council						0.00
Salaries and Wages	20-110-1	42,200.00		42,200.00	18,778.94	23,421.06
Other Expenses	20-110-2	6,200.00		6,200.00	5,052.09	1,147.91
						0.00
City Clerk	20-120					0.00
Salaries and Wages	20-120-1	304,330.00		304,330.00	134,058.09	170,271.91
Other Expenses	20-120-2	52,000.00		52,000.00	26,815.14	25,184.86
						0.00
Financial Administration	20-130					0.00
Salaries and Wages	20-130-1	217,630.00		217,630.00	174,553.85	43,076.15
Other Expenses	20-130-2	23,000.00		23,000.00	10,995.06	12,004.94
						0.00
Audit Services	20-135					0.00
Other Expenses	20-135-2	35,000.00		35,000.00	35,000.00	0.00
Assessment of Taxes						
Salaries and Wages	20-150-1	127,000.00		127,000.00	58,277.61	68,722.39
Other Expenses	20-150-2	23,100.00		23,100.00	3,617.03	19,482.97
						0.00
Collection of Taxes	20-145					0.00
Salaries and Wages	20-145-1	115,000.00		115,000.00	73,603.34	41,396.66
Other Expenses	20-145-2	18,000.00		18,000.00	8,193.60	9,806.40
						0.00
Legal Services	20-155					0.00
Other Expenses	20-155-2	400,000.00		400,000.00	163,763.42	236,236.58
						0.00
Engineering Services and Costs	20-165					0.00
Other Expenses	20-165-2	25,000.00		25,000.00	3,620.17	21,379.83

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" - (continued)	FCOA	Appropriated 2026	Appropriated for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Expended 2026 Paid or Charged	Expended 2026 Reserved
GENERAL GOVERNMENT FUNCTIONS-(cont.):						
Economic Development	20-170					
Other Expenses	20-170-2	5,000.00		5,000.00	0.00	5,000.00
						0.00
Emergency Medical Services-Collection	25-261					0.00
Contractual Expenses	25-261-2	19,500.00		19,500.00	8,094.31	11,405.69
						0.00
INSURANCE						0.00
General Liability / Workers Compensation	23-210-2	659,656.00		659,656.00	317,390.71	342,265.29
Employee Group Health	22-220-2	2,592,720.00		2,592,720.00	1,574,128.06	1,018,591.94
Salaries and Wages	23-220-1	101,500.00		101,500.00	0.00	101,500.00
						0.00
LAND USE ADMINISTRATION						0.00
Planning Board	21-180					0.00
Salaries and Wages	21-180-1	30,000.00		30,000.00	14,914.61	15,085.39
Other Expenses	21-180-2	29,500.00		29,500.00	5,942.57	23,557.43
Zoning Board of Adjustments	21-185					
Salaries and Wages	21-185-1	65,000.00		65,000.00	32,421.75	32,578.25
Other Expenses	21-185-2	22,950.00		22,950.00	3,880.19	19,069.81
						0.00
PUBLIC SAFETY:						0.00
Fire	25-265					0.00
Salaries and Wages	25-265-1	2,390,970.00		2,390,970.00	1,202,318.15	1,188,651.85
Other Expenses	25-265-2	160,000.00		160,000.00	83,796.35	76,203.65
						0.00
Aid to Other Expenses	25-255					0.00
Other Expenses	25-255-2	20,000.00		20,000.00	20,000.00	0.00
						0.00
Police	25-240					0.00
Salaries and Wages	25-240-1	2,184,790.00		2,184,790.00	1,684,237.00	500,553.00
Other Expenses	25-240-2	250,000.00		250,000.00	79,774.66	170,225.34
						0.00
County Dispatch Service	25-240					0.00
Other Expenses	25-240-2	233,300.00		233,300.00	82,408.58	150,891.42

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
PUBLIC SAFETY (cont):						
Emergency Management Services	25-252					
Salaries and Wages	25-252-1	20,000.00		20,000.00	4,615.32	15,384.68
Other Expenses	25-252-2	40,000.00		40,000.00	20,287.59	19,712.41
						0.00
Parking and Traffic Maintenance	25-241					0.00
Salaries and Wages	25-241-1	199,000.00		199,000.00	41,479.33	157,520.67
Other Expenses	25-241-2	63,000.00		63,000.00	49,876.97	13,123.03
						0.00
Public Safety	25-242					0.00
Salaries and Wages	25-242-1					0.00
Other Expenses	25-242-2	1,000.00		1,000.00	0.00	1,000.00
						0.00
Municipal Court	43-490					0.00
Salaries and Wages	43-490-1	145,000.00		145,000.00	62,973.10	82,026.90
Other Expenses	43-490-2	145,000.00		145,000.00	12,344.23	132,655.77
						0.00
Public Defender (P.L. 1997, C. 256)	43-495					0.00
Salaries and Wages	43-495-1	8,300.00		8,300.00	4,375.00	3,925.00

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
PUBLIC WORKS FUNCTION:						
Road Repairs and Maintenance	26-290					
Salaries and Wages	26-290-1	1,004,500.00		1,004,500.00	643,249.81	361,250.19
Other Expenses	26-290-2	322,100.00		322,100.00	215,051.29	107,048.71
						0.00
Sanitary Landfill Contractual	26-305					0.00
Other Expenses	26-305-2	10,000.00		10,000.00	9,954.81	45.19
						0.00
Recycling	26-305					0.00
Salaries and Wages	26-305-1	125,000.00		125,000.00	28,139.92	96,860.08
Other Expenses	26-305-2	89,000.00		89,000.00	43,282.04	45,717.96
						0.00
Public Buildings and Grounds	26-310					0.00
Salaries and Wages	26-310-1	1,192,000.00		1,192,000.00	563,444.51	628,555.49
Other Expenses	26-310-2	597,200.00		597,200.00	391,231.83	205,968.17
						0.00
Shade Tree Commission	26-300					0.00
Salaries and Wages	26-300-1	25,000.00		25,000.00	12,500.00	12,500.00
Other Expenses	26-300-2	78,000.00		78,000.00	7,681.10	70,318.90

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
PUBLIC WORKS FUNCTION (cont.):						
Property Maintenance Enforcement	26-300					0.00
Other Expenses	26-300-2	2,500.00		2,500.00	0.00	2,500.00
						0.00
HEALTH AND HUMAN SERVICES:						0.00
						0.00
Uniform Fire Safety	27-331	215,100.00		215,100.00	105,119.69	109,980.31
Salaries and Wages	27-331-1	36,250.00		36,250.00	9,857.91	26,392.09
Other Expenses	27-331-2					0.00
						0.00
Environmental Commission (NJSA 40:56-A-1)	27-335					0.00
Salaries and Wages	27-335-1	1,200.00		1,200.00	600.00	600.00
Other Expenses	27-335-2	10,000.00		10,000.00	0.00	10,000.00

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
						0.00
PARKS AND RECREATION FUNCTIONS:						0.00
						0.00
Civic Affairs	28-370					0.00
Salaries and Wages	28-370-1	28,400.00		28,400.00	25,124.54	3,275.46
Other Expenses	28-370-2	38,700.00		38,700.00	20,156.44	18,543.56
						0.00
Historic Preservation Commission	28-371					0.00
(Ch.516, PL 1985, NJDA 40:55D-107)	28-371					0.00
Salaries and Wages	28-371-1	60,000.00		60,000.00	29,419.79	30,580.21
Other Expenses	28-371-2	56,250.00		56,250.00	21,265.83	34,984.17
						0.00
Grants Coordinator	28-372					0.00
Other Expenses	28-372-2	52,500.00		52,500.00	16,391.25	36,108.75

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
UNIFORM CONSTRUCTION CODE - APPROPRIATIONS						
State Uniform Construction Code						
Construction Official	22-195					
Salaries and Wages	22-195-1	538,575.00		538,575.00	225,599.21	312,975.79
Other Expenses	22-195-2	76,500.00		76,500.00	58,084.31	18,415.69

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - within "CAPS" - (continued)	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
UNCLASSIFIED:						
Celebration of Public Events	30-420-2	77,000.00		77,000.00	38,258.21	38,741.79
Reserve for Storm Recovery	30-429-2	10,000.00		10,000.00	10,000.00	0.00
Reserve for Retirement Trust	30-425-2	15,000.00		15,000.00	15,000.00	0.00
						0.00
UTILITY EXPENSES AND BULK PURCHASES:						0.00
General Office Operations	31-460-2	200,000.00		200,000.00	111,801.64	88,198.36
Street Lighting	31-435-2	185,000.00		185,000.00	67,041.25	117,958.75
Gas Lighting	31-460-2	38,500.00		38,500.00	13,065.44	25,434.56
Gas Lighting - Parts	31-460-2	30,000.00		30,000.00	3,260.00	26,740.00

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
E. Deferred Charges and Statutory Expenditures - Municipal within "CAPS"						
(1) DEFERRED CHARGES						
Overexpenditure of Appropriations	46-863	37,339.19		37,339.19	37,339.19	0.00
Overexpenditure of Appropriation Reserves	46-863	49,253.76		49,253.76	49,253.76	0.00

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
E. Deferred Charges and Statutory Expenditures - Municipal within "CAPS" Continued						
(2) STATUTORY EXPENDITURES:						
Public Employees' Retirement System	36-471	604,000.00		604,000.00	603,745.74	254.26
Social Security System (O.A.S.I)	36-472	550,000.00		550,000.00	242,625.61	307,374.39
Police and Firemen's Retirement System of NJ	36-473	1,340,700.00		1,340,700.00	1,340,693.00	7.00
Unemployment Compensation Insurance (N.J.S.A. 43:21-3 et seq.)	23-225	27,000.00		27,000.00	18,514.35	8,485.65
Defined Contribution Retirement Program	36-476	10,000.00		10,000.00	2,519.06	7,480.94
Total Deferred Charges and Statutory Expenditures - Municipal within "CAPS"	34-209	2,618,292.95	0.00	2,618,292.95	2,294,690.71	323,602.24
(G) Cash Deficit of Preceding Year	46-855					
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	19,046,213.95		19,046,213.95	11,275,211.98	7,771,001.97

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - Excluded from "CAPS"	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
Length of Service Award Program - Fire	25-286-2	20,000.00		20,000.00	0.00	20,000.00
						0.00
Employee Group Health	23-220-2	244,380.00		244,380.00	0.00	244,380.00
						0.00
Shared Service Agreements						0.00
Police Protection West Cape May and Cape May Point	42-106					0.00
West Cape May - Salaries and Wages	42-106-1	745,390.00		745,390.00		745,390.00
Cape May Point - Salaries and Wages	42-106-1	331,285.00		331,285.00		331,285.00
Total Interlocal Municipal Service Agreements	42-999	1,076,675.00	0.00	1,076,675.00	0.00	1,076,675.00
Public and Private Programs Offset by Revenues						
Matching Funds for Grants		25,000.00		25,000.00		25,000.00
Alcohol Education and Rehabilitation Fund		2,263.58		2,263.58	2,263.58	0.00
Body Armor		5,447.32		5,447.32	5,447.32	0.00
Clean Communities		72,098.09		72,098.09	72,098.09	0.00
Community Capital Needs		15,600.00		15,600.00	15,600.00	0.00
Cop in Shops		3,215.36		3,215.36	3,215.36	0.00
DSGPO		0.00		0.00	0.00	0.00
EMAA		10,000.00		10,000.00	10,000.00	0.00
Lanternfly		20,000.00		20,000.00	20,000.00	0.00
NJDOT-HOWARD		110,733.00		110,733.00	110,733.00	0.00
NJDOT-PENNSYLVANIA		96,250.00		96,250.00	96,250.00	0.00
NJDOT-WENONAH		159,757.00		159,757.00	159,757.00	0.00
NPP Salaries and Wages		125,000.00		125,000.00	125,000.00	0.00
Recycling Tonnage		30,118.44		30,118.44	30,118.44	0.00
SC CDBG-2019		123,942.31		123,942.31	123,942.31	0.00
SC CDBG-2021		210,149.49		210,149.49	210,149.49	0.00
SC CDBG-2025		195,600.00		195,600.00	195,600.00	0.00
Stormwater Assistance		15,000.00		15,000.00	15,000.00	0.00
UFSA		20,371.00		20,371.00	20,371.00	0.00
Wawa - Police		10,000.00		10,000.00	10,000.00	0.00
Home of the Free 250		25,000.00		25,000.00	25,000.00	0.00
Lafayette Park		73,000.00		73,000.00	73,000.00	0.00
Am. Rescue Plan		358,175.79		358,175.79	358,175.79	0.00
Total Public and Private Programs Offset by Revenues	40-999	1,706,721.38		1,706,721.38	1,681,721.38	25,000.00
Total Operations - Excluded form "CAPS"	34-305	2,783,396.38	0.00	2,783,396.38	1,681,721.38	1,101,675.00

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS		Appropriated			Expended 2026	
(A) Operations - Excluded from "CAPS"	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
(C) Capital Improvements - Excluded from "CAPS"						
Capital Improvement Fund	44-901	220,000.00		220,000.00	220,000.00	0.00
Reserve for Open Space	44-903	222,000.00		222,000.00	0.00	222,000.00
Improvement to Municipal Facilities	44-905	987,000.00		987,000.00	450,172.34	536,827.66
Total Capital Improvements Excluded from "CAPS"		1,429,000.00	0.00	1,429,000.00	670,172.34	758,827.66
(D) Municipal Debt Service - Excluded from "CAPS"						
Payment of Bond Principal	45-920	3,660,000.00		3,660,000.00	850,000.00	XXXXXXX
Payment of Bond Anticipation Notes and Capital Notes	45-925	0.00			0.00	XXXXXXX
Interest on Bonds	45-930	1,596,000.00		1,596,000.00	758,925.25	XXXXXXX
Note Prin						
Interest on Notes	45-935	0.00		0.00	0.00	XXXXXXX
Capital Lease						XXXXXXX
Prin	45-940	50,000.00		50,000.00	27,204.08	XXXXXXX
Int		16,000.00		16,000.00	4,852.82	XXXXXXX
Total Municipal Debt Service Excluded from "CAPS"	45-999	5,322,000.00	0.00	5,322,000.00	1,640,982.15	
(E) Deferred Charges - Municipal - Excluded from "CAPS"						
(1) DEFERRED CHARGES:						XXXXXXX
Special Emergency Authorization - 5 Years (N.J.S.A. 40A: 4-55)	46-875	50,000.00		50,000.00	50,000.00	0.00
Deferred Charges - Pay down Ordinance(s)	46-870	288,000.00		288,000.00	288,000.00	0.00
Total Deferred Charges - Municipal - Excluded from"CAPS"	46-999	338,000.00	0.00	338,000.00	338,000.00	0.00
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	34-309	9,872,396.38	0.00	9,872,396.38	4,330,875.87	1,860,502.66
(L) Subtotal General Appropriations	34-400	28,918,610.33	0.00	28,918,610.33	15,606,087.85	9,631,504.63
(M) Reserve for Uncollected Taxes	50-899	1,473,482.58	0.00	1,473,482.58	1,473,482.58	XXXXXXX
9. Total General Appropriations	34-499	30,392,092.91	0.00	30,392,092.91	17,079,570.43	9,631,504.63

CITY OF CAPE MAY
2026 BUDGET
CURRENT FUND

8. GENERAL APPROPRIATIONS Summary of Appropriations		Appropriated			Expended 2026	
(A) Operations - Excluded from "CAPS"	FCOA	2026	for 2026 by Emergency Appropriation	Total for 2026 as Modified by all Transfers	Paid or Charged	Reserved
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	19,046,213.95	0.00	19,046,213.95	11,275,211.98	7,771,001.97
(A) Other Operations	34-300	264,380.00		264,380.00	0.00	264,380.00
Interlocal Municipal Service Agreements	42-999	1,076,675.00		1,076,675.00	0.00	1,076,675.00
Public & Private Programs Offset by Revenues	40-999	1,706,721.38		1,706,721.38	1,681,721.38	25,000.00
Total Operations Excluded from "CAPS"	34-305	3,047,776.38	0.00	3,047,776.38	1,681,721.38	1,366,055.00
(C) Capital Improvements	44-999	1,429,000.00		1,429,000.00	670,172.34	758,827.66
(D) Municipal Debt Service	45-999	5,322,000.00		5,322,000.00	1,640,982.15	3,681,017.85
(E) Deferred Charges - Excluded from "CAPS"	46-999	338,000.00	0.00	338,000.00	338,000.00	0.00
(F) Judgments	37-480			0.00		0.00
(G) Cash Deficit	46-885					0.00
(K) Local District School Purposes	29-410					0.00
(N) Transferred to Bd of Education	29-405					0.00
(M) Reserve for Uncollected Taxes	50-899	1,473,482.58		1,473,482.58	1,473,482.58	0.00
Total General Appropriations	34-499	30,656,472.91	0.00	30,656,472.91	17,079,570.43	13,576,902.48

MONTHLY REPORT OF TAX COLLECTIONS

Period Ending: June 30, 2026

	M-T-D	Y-T-D
TAX COLLECTIONS:		
PRIOR YEAR (2025)	$17,571.55	$199,602.00
CURRENT YEAR (2026)	$186,790.94	$15,736,510.55
PRELIMINARY YEAR (2027)	$0.00	$0.00
CITY LIENS REDEEMED	$0.00	$0.00
LATE INTEREST CHARGES	$4,402.23	$30,004.54
END OF YEAR 6% PENALTY	$0.00	$4,546.68
	$208,764.72	$15,970,663.77
REVERSALS	($1,075.42)	($87,690.47)
REFUNDS	$0.00	($2,216.86)
TOTAL TAXES	$207,689.30	$15,880,756.44
OTHER POSTED RECEIPTS (CURR FD)	$656,509.31	$9,676,464.80
REVERSALS		($3,964.86)
PENDING EMS PAYMENT POSTING	$18,771.88	$18,771.88
TOTAL COLLECTIONS FOR THE MONTH	$882,970.49	$25,572,028.26

Deborah A. Lindholm

DEBORAH LINDHOLM
TAX & UTILITY COLLECTOR

	2027	2026	2025
ORIGINAL BILLED	25,250.00	16,561,034.16	33,001,043.92
ADDED		77,963.93	201,478.45
OMITTED			
OMITTED ADDED			165.68
PRELIMINARY ADJUSTMENTS		(1,211.04)	(589.80)
STATE APPEALS			(528.50)
SR/DIS/SS DEDUCTIONS	(2,250.00)	(2,250.00)	(3,000.00)
VET/WID DEDUCTIONS	(23,000.00)	(23,000.00)	(23,250.00)
LEVY TO BE COLLECTED	**0.00**	**16,612,537.05**	**33,175,319.75**
PRIOR YEAR RECEIPTS		868,673.85	806,371.51
CURRENT YEAR RECEIPTS		15,736,130.55	32,125,970.91
SUBSEQUENT YEAR RECEIPTS			199,562.00
NSF FEES		380.00	660.00
YEP COLLECTED			4,546.68
TOTAL RECEIPTS	**0.00**	**16,605,184.40**	**33,137,111.10**
DEBITS			
DEDUCTIONS DISALLOWED			500.00
REFUNDS		12,653.13	4,124.41
PRELIMINARY ADJUSTMENT			
NSF FEES CHARGED		480.00	740.00
6% Penalty			4,546.68
TRANSFER		7,229.59	80,238.21
NSF REVERSAL		68,661.34	19,532.56
OVERBILLED			
TOTAL DEBITS		**89,024.06**	**109,681.86**
CREDITS			
NSF PAYMENT			19,532.56
DEDUCTION ALLLOWED			
TRANSFER		38,905.99	77,335.59
6% Penalty			0.00
TOTALLY DISABLED VET		3,182.62	16,719.85
CANCELLED			
COUNTY TAX APPEALS			1,412.88
STATE APPEALS			
Preliminary Adjustment		0.00	
TRANSFER TO BANKRUPTCY			
TRANSFER TO LIEN		180.90	723.57
TOTAL CREDITS		**42,269.51**	**96,191.89**
BALANCE 5/31/26	**0.00**	**54,107.20**	**51,698.62**

2026 WATER/SEWER BILLING & COLLECTIONS REPORT

	WATER BILLED	ADJUSTED	RECEIVED	BALANCE	SEWER BILLED	ADJUSTED	RECEIVED	BALANCE
CITY								
PRIOR YR BAL FWD				**7,206.63**	**PRIOR YR BAL FWD**			**$43,579.50**
Q1	$445,626.27	$5,792.52	($458,614.58)	$10.84	$685,300.59	($6,328.28)	($683,111.73)	$39,440.08
Q2	$298,526.39	$843.63	($314,709.38)	($15,328.52)	$503,274.97	($24,185.77)	($509,212.93)	$9,316.35
Q3				($15,328.52)				$9,316.35
Q4				($15,328.52)				$9,316.35
TOTAL	**$744,152.66**	**$6,636.15**	**($773,323.96)**	($15,328.52)	**$1,188,575.56**	**($30,514.05)**	**($1,192,324.66)**	$9,316.35
LOWER								
PRIOR YR BAL FWD				**($787.50)**	**PRIOR YR BAL FWD**			**0**
Q1	$3,993.78	$35.00	($4,939.50)	($1,698.22)	**N/A**			
Q2	$3,966.51	$45.00	($4,136.13)	($1,822.84)	**N/A**			
Q3				($1,822.84)	**N/A**			
Q4				($1,822.84)	**N/A**			
TOTAL	**$7,960.29**	**$80.00**	**($9,075.63)**	($1,822.84)	**N/A**			
CMP								
PRIOR YR BAL FWD				**$104,289.05**	**PRIOR YR BAL FWD**			**0**
Q1	$44,955.27		($107,632.91)	$41,611.41	**N/A**			
Q2	$46,403.28		($88,014.69)	$0.00	**N/A**			
Q3				$0.00	**N/A**			
Q4				$0.00	**N/A**			
TOTAL	**$91,358.55**	**$0.00**	**($195,647.60)**	$0.00	**N/A**			
WCM								
PRIOR YR BAL FWD				**$0.01**	**PRIOR YR BAL FWD**			**$2,449.89**
Q1	$48,541.40		($32,390.28)	$16,151.13	$3,742.71		($6,192.60)	$0.00
Q2	$83,780.82		($99,931.94)	$0.01	$1,654.71		($1,654.71)	$0.00
Q3				$0.01				$0.00
Q4				$0.01				$0.00
TOTAL	**$132,322.22**	**$0.00**	**($132,322.22)**	$0.01	**$5,397.42**	**$0.00**	**($7,847.31)**	**$0.00**
CG HOUSING								
PRIOR YR BAL FWD				**$7,467.58**	**PRIOR YR BAL FWD**			**0**
Q1	$19,895.45		($21,431.99)	$5,931.04	**N/A**			
Q2	$20,387.95		($19,451.47)	$6,867.52	**N/A**			
Q3				$6,867.52	**N/A**			
Q4				$6,867.52	**N/A**			
TOTAL	**$40,283.40**	**$0.00**	**($40,883.46)**	$6,867.52	**N/A**			
CG BASE								
PRIOR YR BAL FWD				**$51,515.75**	**PRIOR YR BAL FWD**			**0**
Q1	$183,461.88		($174,223.49)	$60,754.14	**N/A**			
Q2	$151,026.91		($112,162.99)	$99,618.06	**N/A**			
Q3				$99,618.06	**N/A**			
Q4				$99,618.06	**N/A**			
TOTAL	**$334,488.79**	**$0.00**	**($286,386.48)**	$99,618.06	**N/A**			
BAL FWD				**$169,691.52**				**$46,029.39**
TTLS:	**$1,350,565.91**	**$6,716.15**	**($1,437,639.35)**	**($80,357.29)**	**$1,193,972.98**	**($30,514.05)**	**($1,200,171.97)**	**($36,713.04)**
BAL DUE				**$89,334.23**				**$9,316.35**

Reported by: Deb Lindholm

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** | Anthony C. Genaro **Lieutenant** | Dorann V. Heminway **Administrative Clerk**

To: Chief Dekon Fashaw and City Manager Paul Dietrich
From: Captain Joseph Walker
Date: July 2, 2026
Subject: June Monthly Review

The Cape May Police Department had a lot to celebrate in June! On June 2, 2026, Anthony Genaro was promoted to the Rank of Lieutenant and Kelley Shustack was promoted to the Rank of Detective Sergeant.




APE MAY
POLICE
POLICE DEPARTMENT



On June 5, 2026, New Jersey Law Enforcement Officers came together throughout the State to escort the New Jersey Special Olympics Torch. All proceeds benefited the New Jersey Special Olympics Athletes.





On June 7, 2026, No Limits Boxing Academy held a “Gloves Up for the Blue” event at Convention Hall. The Cape May County Chiefs of Police work in partnership with No Limits Boxing Academy to help keep the kids in Cape May County on the right path. Thank you to No Limits, the Cape May County Chiefs of Police, and Law Enforcement Officers that came out on June 7th to support this event and our local kids!





On June 10, 2026, our Officers celebrated completion of the LEAD program with the 4th and 6th Grade Students from Cape May Elementary School and West Cape May Elementary School!





On June 10, 2026, Cape May Class 2 Police Officer Ryan Guild and Cape May Class 2 Police Officer Justin Leonhardt graduated from the Cape May County Police Academy. Both Officers did an amazing job in the Police Academy and were recognized for their outstanding performance! Specifically, out of 47 Police Recruits, Officer Guild scored number one overall in the class and Officer Leonhardt scored number two overall in the class!





On June 19, 2026, members of the Cape May Police Department and members of the Macedonia Baptist Church came together to participate in the Freedom Walk!





On June 29, 2026, the Cape May Police Department swore in Patrolman Ryan Guild and Patrolman Justin Leonhardt as Full Time Cape May City Police Officers! Congratulations Patrolman Guild and Patrolman Leonhardt.



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** | Anthony Genaro, **Lieutenant** | Dorann V. Heminway, **Administrative Clerk**

Monthly Squad Directed Patrol Statistics

June 2026

Patrol Squad 1- Sgt. Coll

*Area Assigned- **Lafayette Street**
*Radar Details Conducted- 19
*Motor Vehicle Stops Conducted- 72
*Tickets Issued- 20
*Warnings- 52

Patrol Squad 2- Sgt. Gibson

*Area Assigned- **Bicycle Safety/Overall Proactivity**
*Radar Details Conducted-
*Motor Vehicle Stops Conducted- 93 Overall MV stops
*Tickets Issued- 17
*Warnings- 20 + bicycle stops conducted

Patrol Squad 3- Sgt. Murphy

*Area Assigned- **Washington Street**
*Radar Details Conducted- 16
*Motor Vehicle Stops Conducted- 17
*Tickets Issued- 1
*Warnings- 9

Patrol Squad 4- Sgt. Mihal

*Area Assigned- **Broadway, West Cape May**
*Radar Details Conducted- 38
*Motor Vehicle Stops Conducted- 33
*Tickets Issued- 5
*Warnings- 41

CAPE MAY CITY POLICE DEPARTMENT

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

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

	Totals	Cape May	WCM	CMPT	Arrests
Total Calls For Service	**1758**	**1330**	**363**	**65**	
Calls for service requiring multiple officers.	494	399	82	13	Male - 36 - Warrant
INVESTIGATIONS					Female - 39 - Endanger Welfare of a Child
ASSAULTS	2	2	0	0	Male - 74 - Stalking
BURGLARIES	0	0	0	0	Male - 74 -Defiant Trespass, Stalking
MALICIOUS MISCHIEF	9	8	1	0	Male -27- DWI, Reckless Driving
DISORDERLY CONDUCT	91	50	40	1	Male - 52 - Contempt
FAMILY OFFENSE	2	1	1	0	Male - 23 - Disorderly Conduct
THEFTS	8	8	0	0	Male - 26 - Contempt
SUSPICIOUS PERSONS/VEHICLES	25	18	5	2	M - 52 - Calling 911 Without Needing Services
SERVICE CALLS					Male - 39 - Contempt
ALARMS	38	29	6	3	Female - 75 - Shoplifting
CITIZEN ASSISTS	39	31	8	0	Female -39 - Harassment
MEDICAL ASSISTS	52	45	6	1	Male - 27 -DWI, Reckless Driving
SCHOOL RELATED ACTIVITIES	36	24	12	0	
PROPERTY CHECKS	214	144	39	31	
PUBLIC SERVICE/ MISCELLANEOUS	312	235	48	29	
TRAFFIC					
MOTOR VEHICLE STOPS	448	379	65	4	
TRAFFIC SUMMONS ISSUED	93	75	16	2	
PARKING SUMMONS	988	976	4	8	
DWI	2	2	0	0	
ACCIDENTS	30	27	3	0	
TRAFFIC ENFORCEMENT/RADAR	110	63	46	1	
TRAFFIC SERVICES	13	9	3	1	
ADMINISTRATIVE					
ADMINISTRATIVE DUTIES	432	276	145	11	
COURT SERVICES	5	3	2	3	

Chief Dekon Fashaw Captain Joe Walker Lieutenant Scott Krissinger Lieutenant Anthony Genaro

Incident/CFS Search List

Agency: CAPE MAY CODE ENFORCEMENT From Report Date: 06/01/2026 To Report Date: 06/30/2026 From Incident Date & Time: 06/01/2026 To Incident Date & Time: 06/30/2026

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
06/30/2026 12:00	2026-142172	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/30/2026 10:26	2026-142095	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/30/2026 10:23	2026-142075	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE & READING AVE, CAPE MAY, NJ 08204	RMS	
06/30/2026 10:22	2026-142073	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/30/2026 10:16	2026-142070	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/30/2026 10:13	2026-142067	0502		MUNICIPAL ORDINANCE VIOLATIONS	WISCONSIN AVE, CAPE MAY, NJ 08204	RMS	
06/30/2026 10:12	2026-142063	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/30/2026 07:43	2026-141948	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/30/2026 07:41	2026-141945	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/29/2026 09:30	2026-141149	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/29/2026 09:29	2026-141148	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
06/29/2026 09:26	2026-141145	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
06/29/2026 07:40	2026-141142	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY AVE, CAPE MAY, NJ 08204	RMS	
06/29/2026 09:22	2026-141140	0502		MUNICIPAL ORDINANCE VIOLATIONS	ILLINOIS AVE & PITTSBURGH AVE, CAPE MAY, NJ 08204	RMS	
06/29/2026 09:22	2026-141135	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	

Report Date / Time	PD Case #	Agency	CAD Incident CFS Type	Agency Incident / Actual CFS Type	Location Of Incident	Source Type	CAD Disposition
06/28/2026 10:47	2026-140234	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY AVE, CAPE MAY, NJ 08204	RMS	
06/28/2026 08:16	2026-140158	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/27/2026 11:24	2026-139139	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/27/2026 11:15	2026-139130	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/27/2026 10:14	2026-139079	0502		OPRA REQUEST	ELMIRA ST, CAPE MAY, NJ 08204	RMS	
06/27/2026 09:29	2026-139044	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/27/2026 09:16	2026-139033	0502		LICENSE AND PERMITS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/27/2026 09:06	2026-139026	0502		DOWN-WIRES / POLES /TREES / LIMBS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
06/27/2026 08:39	2026-139004	0502		PRO-ACTIVE PATROL	VILLAGE GREEN AREA	RMS	
06/27/2026 08:38	2026-139002	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/26/2026 08:08	2026-137987	0502		PRO-ACTIVE PATROL	VILLAGE GREEN AREA	RMS	
06/26/2026 08:07	2026-137986	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/26/2026 07:31	2026-137972	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/25/2026 11:59	2026-137343	0502		ADMINISTRATIVE DUTIES	PUBLIC WORKS	RMS	
06/25/2026 11:08	2026-137313	0502		ADMINISTRATIVE DUTIES	BEACH & STOCKTON PL, CAPE MAY, NJ 08204	RMS	
06/25/2026 10:17	2026-137281	0502		MUNICIPAL ORDINANCE VIOLATIONS	MISSOURI AVE, CAPE MAY, NJ 08204	RMS	
06/25/2026 08:50	2026-137235	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/24/2026 07:35	2026-137232	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO 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
06/25/2026 08:43	2026-137230	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST	RMS	
06/25/2026 07:31	2026-137199	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/25/2026 07:30	2026-137197	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/24/2026 07:56	2026-137186	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604) & S BROADWAY, CAPE MAY, NJ 08204	RMS	
06/24/2026 06:55	2026-137185	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/24/2026 07:42	2026-136490	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/24/2026 07:41	2026-136489	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/24/2026 07:40	2026-136488	0502		MUNICIPAL ORDINANCE VIOLATIONS	VILLAGE GREEN/ CAPE MAY PROPER	RMS	
06/23/2026 10:42	2026-135816	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
06/23/2026 10:40	2026-135808	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/23/2026 10:39	2026-135806	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/23/2026 10:34	2026-135802	0502		MUNICIPAL ORDINANCE VIOLATIONS	UNION ST & WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/23/2026 10:34	2026-135798	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/23/2026 10:26	2026-135797	0502		MUNICIPAL ORDINANCE VIOLATIONS	PITTSBURGH AVE, CAPE MAY, NJ 08204	RMS	
06/23/2026 10:24	2026-135793	0502		MUNICIPAL ORDINANCE VIOLATIONS	1ST AVE & BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/23/2026 08:09	2026-135705	0502		PRO-ACTIVE PATROL	VILLAGE GREEN/ CAPE MAY PROPER	RMS	
06/23/2026 08:08	2026-135703	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, 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
06/23/2026 08:07	2026-135702	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/22/2026 15:00	2026-135675	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/22/2026 06:51	2026-135672	0502		ADMINISTRATIVE DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/22/2026 10:00	2026-134974	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/22/2026 09:56	2026-134970	0502		MUNICIPAL ORDINANCE VIOLATIONS	2ND AVE & MT VERNON AVE (CR 627), CAPE MAY, NJ 08204	RMS	
06/22/2026 09:54	2026-134969	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/22/2026 09:50	2026-134966	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY AVE, CAPE MAY, NJ 08204	RMS	
06/22/2026 09:43	2026-134959	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/22/2026 09:42	2026-134955	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/21/2026 07:54	2026-134064	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/20/2026 10:56	2026-133050	0502		ADMINISTRATIVE DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/20/2026 08:05	2026-132903	0502		PRO-ACTIVE PATROL	VILLAGE GREEN/ CAPE MAY PROPER	RMS	
06/20/2026 08:02	2026-132902	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/18/2026 07:19	2026-130681	0502		PRO-ACTIVE PATROL	VILLAGE GREEN AREA	RMS	
06/18/2026 07:18	2026-130679	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/17/2026 11:45	2026-129818	0502		ADMINISTRATIVE DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/17/2026 11:15	2026-129802	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/17/2026 11:07	2026-129798	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, 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
06/17/2026 09:12	2026-129708	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/17/2026 09:10	2026-129706	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/17/2026 08:15	2026-129657	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/16/2026 15:09	2026-129173	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST	RMS	
06/16/2026 12:42	2026-129077	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/16/2026 10:15	2026-128956	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST	RMS	
06/16/2026 09:59	2026-128946	0502		FOLLOW UP	LAFAYETTE ST, CAPE MAY, NJ 08204	RMS	
06/16/2026 09:58	2026-128945	0502		PRO-ACTIVE PATROL	CAPE MAY PROPER	RMS	
06/16/2026 09:56	2026-128944	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/14/2026 10:08	2026-127030	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST	RMS	
06/14/2026 09:34	2026-127015	0502		MUNICIPAL ORDINANCE VIOLATIONS	, LAFAYETTE STREET	RMS	
06/14/2026 08:53	2026-126984	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/14/2026 08:37	2026-126971	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/13/2026 11:15	2026-125881	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/13/2026 11:13	2026-125877	0502		ADMINISTRATIV E DUTIES	WASHINGTON ST	RMS	
06/13/2026 11:11	2026-125875	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/12/2026 07:52	2026-124371	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/12/2026 07:43	2026-124364	0502		PRO-ACTIVE PATROL	VILLAGE GREEN AREA	RMS	
06/12/2026 07:38	2026-124361	0502		FOLLOW UP	GRANT ST, 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
06/12/2026 07:35	2026-124360	0502		FOLLOW UP	GRANT ST, CAPE MAY, NJ 08204	RMS	
06/12/2026 07:34	2026-124358	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/11/2026 14:05	2026-123754	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST MALL, CAPE MAY, NJ 08204	RMS	
06/11/2026 11:12	2026-123642	0502		MUNICIPAL ORDINANCE VIOLATIONS	LAFAYETTE ST, CAPE MAY, NJ 08204	RMS	
06/11/2026 11:03	2026-123634	0502		MUNICIPAL ORDINANCE VIOLATIONS	LAFAYETTE ST, CAPE MAY, NJ 08204	RMS	
06/11/2026 11:01	2026-123632	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY AVE, CAPE MAY, NJ 08204	RMS	
06/11/2026 09:16	2026-123569	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & GURNEY ST, CAPE MAY, NJ 08204	RMS	
06/11/2026 09:13	2026-123566	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE, CAPE MAY, NJ 08204	RMS	
06/11/2026 09:12	2026-123565	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/11/2026 07:35	2026-123496	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/11/2026 07:20	2026-123489	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/11/2026 07:19	2026-123484	0502		PRO-ACTIVE PATROL	CAPE MAY / VG	RMS	
06/10/2026 13:36	2026-122921	0502		MUNICIPAL ORDINANCE VIOLATIONS	VILLAGE GREEN	RMS	
06/10/2026 13:34	2026-122917	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/10/2026 09:27	2026-122759	0502		MUNICIPAL ORDINANCE VIOLATIONS	FRANKLIN ST, CAPE MAY, NJ 08204	RMS	
06/10/2026 09:26	2026-122756	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/10/2026 09:25	2026-122755	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY 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
06/10/2026 09:24	2026-122754	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/10/2026 08:23	2026-122716	0502		MUNICIPAL PERMIT APPLICATION	PROMENADE	RMS	
06/10/2026 07:34	2026-122691	0502		PRO-ACTIVE PATROL	VILLAGE GREEN / CAPE MAY PROPER	RMS	
06/10/2026 07:33	2026-122690	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/09/2026 13:14	2026-121947	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE & TRENTON AVE, CAPE MAY, NJ 08204	RMS	
06/09/2026 13:13	2026-121946	0502		MUNICIPAL ORDINANCE VIOLATIONS	PITTSBURGH AVE	RMS	
06/09/2026 12:58	2026-121935	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/09/2026 10:05	2026-121816	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE	RMS	
06/09/2026 09:59	2026-121814	0502		MUNICIPAL ORDINANCE VIOLATIONS	READING AVE, CAPE MAY, NJ 08204	RMS	
06/09/2026 09:57	2026-121810	0502		MUNICIPAL ORDINANCE VIOLATIONS	MISSOURI AVE, CAPE MAY, NJ 08204	RMS	
06/09/2026 09:55	2026-121809	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/09/2026 09:55	2026-121805	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/09/2026 08:04	2026-121716	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/08/2026 09:26	2026-120712	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/08/2026 09:24	2026-120710	0502		MUNICIPAL ORDINANCE VIOLATIONS	VERMONT AVE, CAPE MAY, NJ 08204	RMS	
06/08/2026 09:23	2026-120709	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/07/2026 10:59	2026-119976	0502		PRO-ACTIVE PATROL	PROMENADE	RMS	
06/07/2026 10:04	2026-119939	0502		ADMINISTRATIVE DUTIES	WASHINGTON ST, 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
06/07/2026 09:22	2026-119920	0502		ADMINISTRATIVE DUTIES	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/07/2026 08:34	2026-119899	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/07/2026 08:25	2026-119896	0502		MUNICIPAL ORDINANCE VIOLATIONS	VIRGINIA AVE, CAPE MAY, NJ 08204	RMS	
06/07/2026 08:16	2026-119894	0502		PRO-ACTIVE PATROL	VILLAGE GREEN/ CAPE MAY PROPER	RMS	
06/07/2026 08:14	2026-119893	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/06/2026 11:20	2026-118996	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/06/2026 11:11	2026-118984	0502		VEHICLE MAINTENANCE	CANNING HOUSE LN, CAPE MAY, NJ 08204	RMS	
06/06/2026 09:32	2026-118913	0502		LICENSE AND PERMITS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/06/2026 09:03	2026-118897	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/06/2026 08:11	2026-118868	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/06/2026 08:09	2026-118866	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/05/2026 11:54	2026-118004	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/05/2026 08:48	2026-117865	0502		MUNICIPAL ORDINANCE VIOLATIONS	NORTH ST AREA, CAPE MAY, NJ 08204	RMS	
06/05/2026 08:04	2026-117842	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE BEACH ENTRANCE	RMS	
06/05/2026 07:57	2026-117836	0502		FOLLOW UP	TEXAS AVE, CAPE MAY, NJ 08204	RMS	
06/05/2026 07:55	2026-117834	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/05/2026 07:55	2026-117832	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/04/2026 13:55	2026-117230	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND 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
06/04/2026 13:35	2026-117216	0502		PRO-ACTIVE PATROL	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/04/2026 11:41	2026-117153	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/04/2026 09:36	2026-117053	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & CONGRESS ST, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:35	2026-117052	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, NORTH WILDWOOD, NJ 08260	RMS	
06/04/2026 09:33	2026-117051	0502		MUNICIPAL ORDINANCE VIOLATIONS	KEARNEY AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:32	2026-117050	0502		MUNICIPAL ORDINANCE VIOLATIONS	STOCKTON AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:30	2026-117048	0502		MUNICIPAL ORDINANCE VIOLATIONS	STOCKTON AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:29	2026-117047	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:27	2026-117043	0502		MUNICIPAL ORDINANCE VIOLATIONS	ILLINOIS AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:23	2026-117042	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE & TRENTON AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:21	2026-117037	0502		MUNICIPAL ORDINANCE VIOLATIONS	DELAWARE AVE (CR 640), CAPE MAY, NJ 08204	RMS	
06/04/2026 09:17	2026-117033	0502		MUNICIPAL ORDINANCE VIOLATIONS	INDIANA AVE, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:17	2026-117032	0502		MUNICIPAL ORDINANCE VIOLATIONS	WASHINGTON ST, CAPE MAY, NJ 08204	RMS	
06/04/2026 09:16	2026-117028	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/04/2026 08:43	2026-117005	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/04/2026 08:41	2026-117003	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, 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
06/03/2026 14:21	2026-116486	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & CONGRESS ST, CAPE MAY, NJ 08204	RMS	
06/03/2026 14:19	2026-116485	0502		MUNICIPAL ORDINANCE VIOLATIONS	PENNSYLVANIA AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 13:47	2026-116469	0502		LICENSE AND PERMITS	READING AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 13:45	2026-116467	0502		LICENSE AND PERMITS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 13:39	2026-116466	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 12:24	2026-116409	0502		MUNICIPAL ORDINANCE VIOLATIONS	VILLAGE GREEN	RMS	
06/03/2026 12:22	2026-116407	0502		VEHICLE MAINTENANCE	CANNING HOUSE LN, CAPE MAY, NJ 08204	RMS	
06/03/2026 12:15	2026-116399	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & WINDSOR AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 12:13	2026-116396	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 12:11	2026-116391	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 12:09	2026-116388	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 11:58	2026-116381	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 11:51	2026-116379	0502		MUNICIPAL ORDINANCE VIOLATIONS	MARYLAND AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 09:27	2026-116274	0502		MUNICIPAL ORDINANCE VIOLATIONS	ILLINOIS AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 09:26	2026-116273	0502		MUNICIPAL ORDINANCE VIOLATIONS	NEW YORK AVE, CAPE MAY, NJ 08204	RMS	
06/03/2026 09:20	2026-116269	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & MADISON AVE (CR 653), CAPE MAY, NJ 08204	RMS	
06/03/2026 09:18	2026-116266	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & GRANT ST, 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
06/03/2026 09:17	2026-116264	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & JEFFERSON ST, CAPE MAY, NJ 08204	RMS	
06/03/2026 09:14	2026-116262	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/03/2026 07:56	2026-116206	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, CAPE MAY, NJ 08204	RMS	
06/03/2026 07:54	2026-116204	0502		MUNICIPAL ORDINANCE VIOLATIONS	TEXAS AVE, CAPE MAY, NJ 08204	RMS	
06/02/2026 10:09	2026-115595	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE	RMS	
06/02/2026 10:07	2026-115593	0502		MUNICIPAL ORDINANCE VIOLATIONS	DECATUR ST, CAPE MAY, NJ 08204	RMS	
06/02/2026 10:05	2026-115590	0502		MUNICIPAL ORDINANCE VIOLATIONS	IDAHO AVE, CAPE MAY, NJ 08204	RMS	
06/02/2026 10:05	2026-115587	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, CAPE MAY, NJ 08204	RMS	
06/02/2026 10:03	2026-115586	0502		MUNICIPAL ORDINANCE VIOLATIONS	ILLINOIS AVE, CAPE MAY, NJ 08204	RMS	
06/02/2026 08:17	2026-115507	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH AVE (CR 604), CAPE MAY, NJ 08204	RMS	
06/02/2026 08:13	2026-115504	0502		PRO-ACTIVE PATROL	VILLAGE GREEN	RMS	
06/02/2026 08:12	2026-115502	0502		MUNICIPAL ORDINANCE VIOLATIONS	CAPE MAY HARBOR, COLD SPRING, NJ 08204	RMS	
06/01/2026 14:11	2026-115007	0502		MUNICIPAL ORDINANCE VIOLATIONS	BEACH & STOCKTON PL, CAPE MAY, NJ 08204	RMS	
06/01/2026 09:40	2026-114824	0502		MUNICIPAL ORDINANCE VIOLATIONS	PROMENADE CAPE MAY, NJ	RMS	
06/01/2026 09:39	2026-114823	0502		PRO-ACTIVE PATROL	VILLAGE GREEN, NJ	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	$ 1167,433.44		10% required Match	$ 672,255.20
Adjusted Contract	$ 7,032,023.94	19.91%		$ 7,394,807.20

Concrete repairs complete – parging face. Benches have been set. Solar reflective surface coating being applied. 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	$ 89,287.44			
Adjusted Contract	$ 8 , 714,287.44	1.04%		

Contractor working on exterior block work and starting brick. Starting electric, fire suppression and mechanical. Anticipate setting roof trusses mid-July.

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. Stockton PL final paving and temp paving on Wenonah and Swan completed before July 4th weekend. Summer break

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

Contractor working on final elements for grand opening on July 2ns.

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. Slow progress. Completed work at Public Works garage. Will break for summer.

Seawall Extension

Contractor:		$	1,168,645.00		Budget:	$ 1,500,000.00
Architect	Colliers	$	27,736.70			
		$	1,196,381.70	2.4%		

Construction Cost
Change Orders
Adjusted Contract

Desalination Plant

Engineer CME

CME has received NJDEP for permits (CAFRA and TWA). Working on scenarios to adjust water rates. Phase 1A awarded to Coopla Services. Scheduled to start work in September.

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. Anticipate bid in August

APPENDIX B

PARKING & BEACH TAG REPORTS

June 2026 Parking Operations Summary

During the month of June 2026, the City's paid parking program processed a total of **113,344 parking transactions** across all paid parking zones, generating **$450,155.00** in net parking revenue. These totals represent activity from the City's entire paid parking system, not an individual parking zone. Activity increased steadily throughout the month, with the highest transaction volumes and net revenue occurring during weekends and toward the latter part of June as seasonal visitation increased.

Year-Over-Year Comparison

Compared to **June 2025**, the City's paid parking program experienced continued growth across all paid parking zones.

- **Parking Transactions**
  - June 2025: **110,259**
  - June 2026: **113,344**
  - **Increase: 3,085 transactions** (**2.8%**)
- **Net Parking Revenue**
  - June 2025: **$387,168.00**
  - June 2026: **$450,155.00**
  - **Increase: $62,987.00** (**16.3%**)

The attached report provides the daily parking transaction and net parking revenue totals for June 2026 across all paid parking zones.

Overall, June 2026 demonstrated strong performance across the City's paid parking program. Compared to June 2025, both parking transactions and net parking revenue increased, reflecting continued seasonal demand across all paid parking zones. Staff will continue to monitor parking activity and revenue trends throughout the remainder of the season and provide monthly updates.

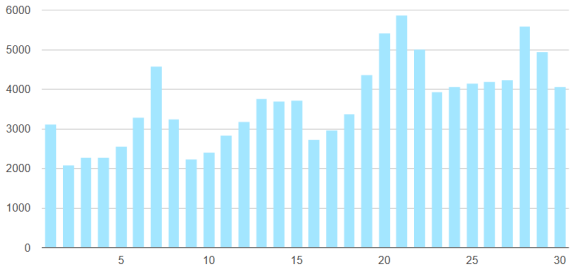
VIEW BY: WEEK **MONTH** YEAR 2025

JAN FEB MAR APR MAY **JUN** JUL AUG SEP OCT NOV DEC

TRANSACTIONS

June 2025

CSV

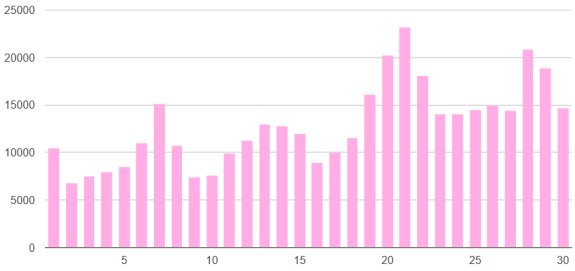


Total 110 259

NET PARKING REVENUE

June 2025

CSV



Total 387 168 USD

TOTAL SHARE OF TRANSACTIONS

June 2025

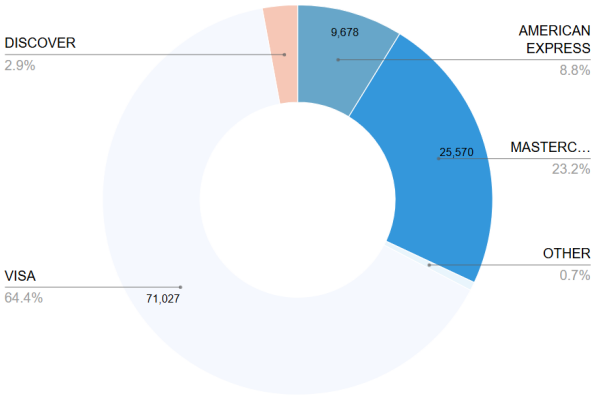
CSV



PAYMENT SOLUTIONS BREAKDOWN

June 2025

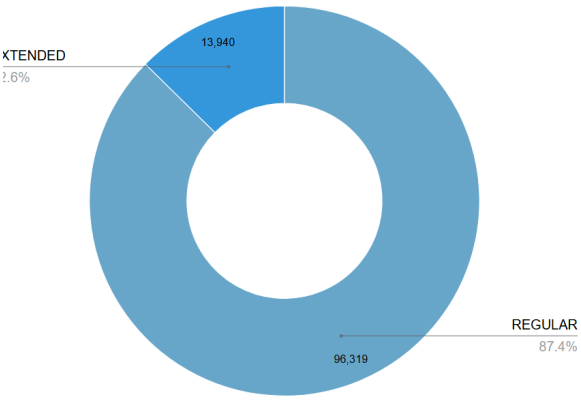
CSV



TRANSACTION TYPE BREAKDOWN

June 2025

CSV



2hr 10min
Average parking time

3.6 USD
Revenue per transaction

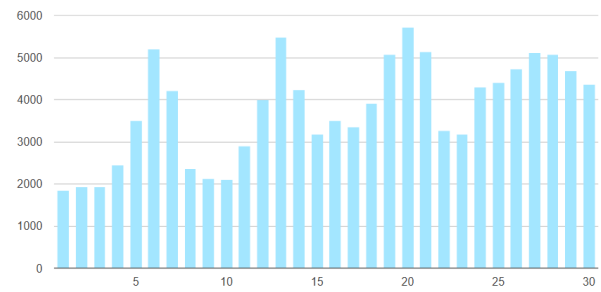
VIEW BY: WEEK **MONTH** YEAR 2026

JAN FEB MAR APR MAY **JUN** JUL AUG SEP OCT NOV DEC

TRANSACTIONS

June 2026

CSV

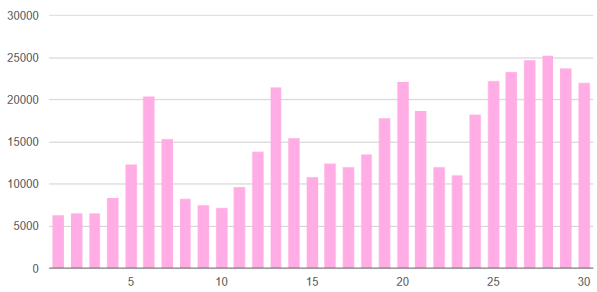


Total 113 344

NET PARKING REVENUE

June 2026

CSV



Total 450 155 USD

TOTAL SHARE OF TRANSACTIONS

June 2026

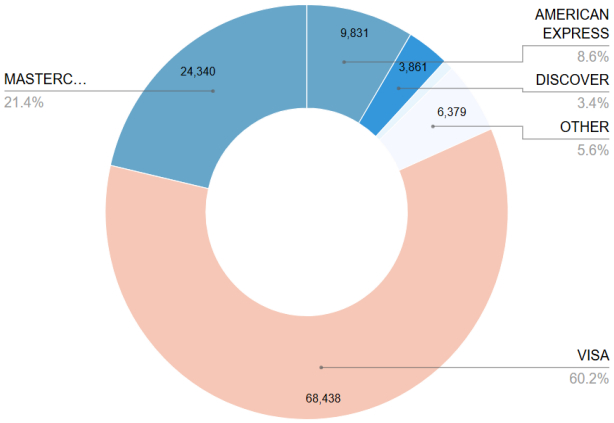
CSV



PAYMENT SOLUTIONS BREAKDOWN

June 2026

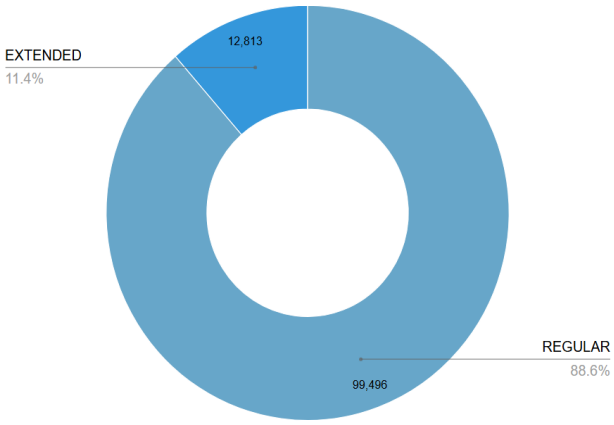
CSV



TRANSACTION TYPE BREAKDOWN

June 2026

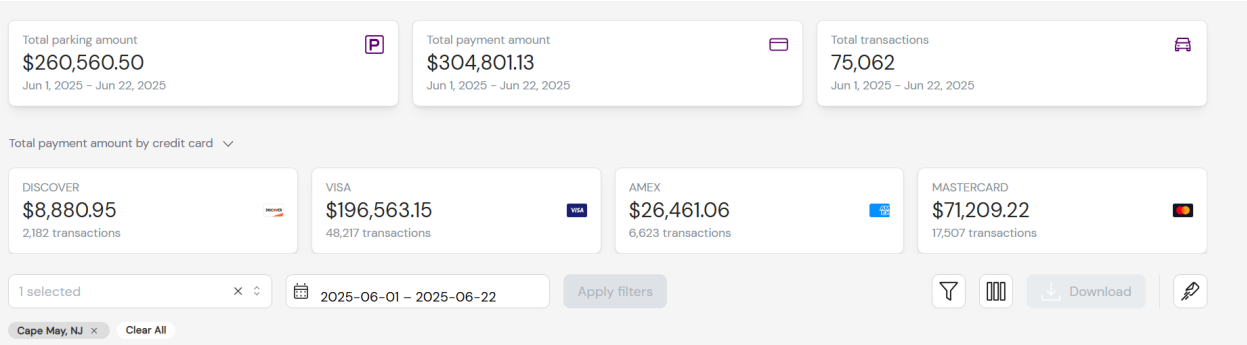
CSV



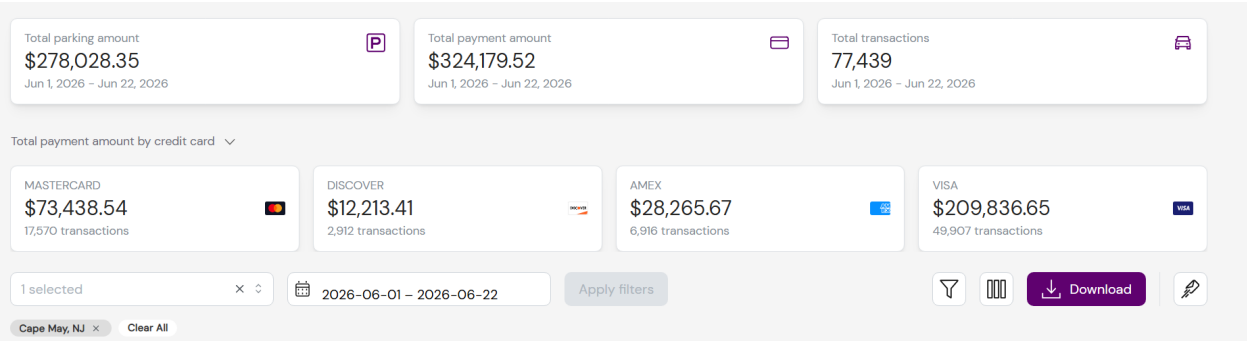
2hr 8min
Average parking time

4.1 USD
Revenue per transaction

2025 Parking all zones June 1-June 22 2025



2026 Parking all Zones- June 1-June 22 2026



City of Cape May Beach Tag Department

June 2025 vs. June 2026 Sales & Revenue Analysis

Prepared by: Michelle Sampson

Executive Summary

This report summarizes Beach Tag sales activity for June 2025 and June 2026 across all major sales channels, including Beachfront sales, Jersey Cape Digital, Jersey Cape retail sales, and Tax Office sales. The comparison highlights year-over-year trends and changes in customer purchasing behavior.

Beachfront Beach Tag Sales

Tag Type	June 2025	June 2026
Seasonal	3,443	2,838
Weekly	4,373	3,606
3-Day	4,165	3,594
Daily	17,578	16,794

Jersey Cape Digital Sales

Category	2025	2026
Seasonal	375	760
Weekly	1,080	597
3-Day	789	453
Daily Pick-Up	1,435	1,274
Daily Digital	2,592	1,497

Jersey Cape Retail Sales

Category	2025	2026	Difference
Seasonal Tags	20	271	+251

Revenue: 2025 = $800 | 2026 = $10,840 | Increase = $10,040

Tax Office Sales

Category	2025	2026	Difference	2026 Revenue
Seasonal Tags	343	365	+22	$14,600
Commercial Tags	70	158	+88	$19,750
Commemorative Tags	0	10	+10	$750

Tax Office Revenue
2025: $22,470
2026: $35,100
Increase: $12,630

Key Observations

- Beachfront sales remained strong throughout June across all tag categories.
- Jersey Cape Digital seasonal sales increased substantially year over year.
- Jersey Cape retail seasonal sales increased from 20 to 271 tags.
- Tax Office commercial tag sales more than doubled from 70 to 158 tags.
- Tax Office also sold 10 commemorative tags in 2026.

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

RESOLUTION NO. 273-07-2026

RESOLUTION DESIGNATING THE MONTH OF AUGUST AS VETERANS AND MILITARY APPRECIATION MONTH IN THE CITY OF CAPE MAY

WHEREAS, the freedoms and security enjoyed by United States citizens are the result of the dedicated service and sacrifices of the United States Armed Forces; and

WHEREAS, it is important to promote awareness and appreciation of the ongoing contributions of the Armed Forces in upholding the Constitution and protecting our liberties; and

WHEREAS, honoring the commitment, courage, and sacrifices of service members—and the vital support provided by their families—is essential to maintaining national pride and morale; and

WHEREAS, it is vital to instill in all citizens, especially the youth, a deep respect for the Armed Forces and the significance of their role in safeguarding freedom, humanitarian values, and peace; and

WHEREAS, maintaining a strong, well-trained, and well-equipped military is critical to the continued protection and advancement of the nation's ideals;

WHEREAS, the City Council of the City of Cape May deems it appropriate to dedicate the month of August to recognize the significant contributions of the Armed Forces to the health and well-being of the citizens of Cape May; and

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

1. The City Council of the City of Cape May hereby designates the month of August as "Veterans and Military Appreciation Month" in the City of Cape May.

2. The Mayor and City Council requests that all citizens recognize and honor the dedication and commitment of the members of the United States Armed Forces and to observe the month with appropriate ceremonies and activities.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: City Manager
Director of Civic Affairs
Department Heads

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

RESOLUTION NO. 274-07-2026

RESOLUTION AUTHORIZING APPROVAL OF A REQUIRED DISCLOSURE AWARD TO EQUIPMENTSHARE.COM INC. FOR EQUIPMENT RENTALS

WHEREAS, the City of Cape May has a need for equipment rentals in the general course of operations as a required disclosure contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, Equipmentshare.com Inc., 833 Magnolia Ave., Elizabeth, N.J., has proposed a cost of rentals not to exceed $30,000.00 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, Equipmentshare.com Inc., 833 Magnolia Ave., Elizabeth, N.J. 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 $30,000.00 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 Equipmentshare.com Inc., 833 Magnolia Ave., Elizabeth, N.J., not to exceed $30,000.00 for equipment rental services.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

Resolution: 247-07-2026
Resolution for Required Disclosure Award to Equipmentshare.com
Amount: Not-to-exceed $30,000.00

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 6-01-26-310-200; 6-20-26-310-200; 6-30-26-310-200 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

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

RESOLUTION NO. 275-07-2026

RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR DONATIONS BY N.J.S.A. 40A:4-39 FOR THE SHADE TREE BANK

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance: and

WHEREAS, N.J.S.A. 40A: 5-29 permits municipalities to receive amounts for Donations towards the Shade Tree Bank; and

WHEREAS, N.J.S.A. 40A: 4-39 provides the dedicated revenues anticipated for Shade Tree Donations are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The City Council does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Shade Tree Bank Trust fund.

2. The City Council authorizes this resolution to be filed in the office of the Director of the Division of Local Government Services through the FAST portal for approval.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: CFO

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

RESOLUTION NO. 276-07-2026

RESOLUTION AUTHORIZING THE CITY OF CAPE MAY TO APPLY FOR AND ACCEPT A NEIGHBORHOOD PRESERVATION PROGRAM GRANT FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the New Jersey Department of Community Affairs is accepting applications for the Neighborhood Preservation Program (NPP) for 2026; and

WHEREAS, this program focuses on threatened but viable neighborhoods – those neighborhoods that will be able to use the program's assistance to arrest decline and leverage their existing assets to spur economic development. The program also concentrates on neighborhoods with the potential for mixed use development, to encourage small business job creation and invite greater business and community investment in economic development; and

WHEREAS, successful applicants will receive an award of $125,000 to be expended over a 12-month grant period from January 1, 2026, through December 31, 2026; and

WHEREAS, this program is available to select municipalities in the State of New Jersey; and

WHEREAS, the City of Cape May carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Cape May formally authorizes this application.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Cape May and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: Rutala Assoc.

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

RESOLUTION NO. 277-07-2026

RESOLUTION AMENDING SCHEDULED COUNCIL MEETING DATE FOR THE YEAR 2026

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

WHEREAS, Cape May City Council previously scheduled a Regular meeting on Wednesday, September 2, 2026, and have since decided to change the meeting date to Tuesday, September 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape May that the scheduled Regular City Council meeting date be amended as follows:

> The City Council Regular Meeting previously scheduled for Wednesday, September 2, 2026 at 5:00 P.M. is hereby **rescheduled** for Tuesday, September 1, 2026 at 5:00 P.M.
>
> **OFFICIAL ACTION MAY BE TAKEN AT THE ABOVE REFERENCED MEETING**

BE IT FURTHER RESOLVED that this revised Council Meeting schedule shall be published on the official Cape May City website as required by law at https://www.capemaycity.com/PublicNotices

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: Bulletin Board
Dept. Heads
City Council

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

RESOLUTION NO. 278-07-2026

RESOLUTION REGARDING TEMPORARY OPEN CONTAINER AND PUBLIC CONSUMPTION IN CONNECTION WITH OKTOBERFEST AND THE WAIVER OF SPECIAL EVENT FEES

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

WHEREAS, the Chamber of Commerce of Greater Cape May sponsors an annual event referred to as "Oktoberfest" celebrating the fall in Cape May including crafts and vendors of food and goods, and involving local non-profits and local businesses. The 2026 Oktoberfest will be the 34th year of this event; and

WHEREAS, the Chamber has submitted a Special Event permit for Oktoberfest 2026 attached hereto as EXHIBIT A and incorporated herein by reference. The event is scheduled to occur on Saturday September 26, 2026 6:00AM through 6:30PM with Sunday, September 27, 2026 serving as an alternate rain date. The event requests street closing on Carpenter Lane (Perry to Ocean), Jackson Street (Mall to Beach), Decatur Street (Mall to Hughes); and

WHEREAS, the Chamber intends to offer food and beverage service to attendees in these designated areas and will not permit outside alcohol to brought within the event area; and

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

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

WHEREAS, City Council has reviewed the plan for this one-day special event and determined that limited open public consumption may be permitted within the defined areas which will be reserved for the event and during the limited hours of operation of the Oktoberfest event.

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

1. The averments of the preamble are incorporated by reference.

2. Section 134-8 of the Cape May City Code will be temporarily suspended to the extent it conflicts with the following:

Open public consumption will be temporarily permitted from 11:00 a.m. to 5:00 p.m. on Saturday, September 26, 2026 (with Sunday, September 27, 2026 serving as an alternate rain date) but only in those limited areas reserved for the Oktoberfest event Carpenter Lane (Perry to Ocean), Jackson Street (Mall to Beach), and Decatur Street (Mall to Hughes). This Resolution will not be interpreted to permit open public consumption in other public areas of the not referenced herein.

3. All other provisions of Section 134-8 not in conflict with this Resolution shall remain in effect.

4. This temporary authorization will expire automatically on September 28, 2024 at 11:59 p.m.

5. Pursuant to Section 310-39, the City Council finds good cause for waiving the applicable fee for processing of this application based on the Chamber's event providing an off-season attraction benefitting the general welfare and the longstanding production of this event in the City prior to the adoption of Section 310-36 et seq.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

Cc: City Manager
Civic Affairs
Chief of Police

CAPE MAY CITY
SPECIAL EVENT APPLICATION

APPLICATION CHECKLIST

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

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

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

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

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

2026 Oktoberfest Proposal

For our 2026 Proposal we would like the following streets to be closed to traffic these closures have public safety in mind and most have been closed previously for this event. Jackson from the Mall to Beach, Carpenter from Ocean to Perry, and Decatur from the mall to Hughes. This is the same footprint as last year.

Also, to allow greater access for public safety vendors only on 1 side of Jackson Street as requested by both fire and police. As always no yard sale permits issued for that day on closed streets.

Approval to sell various goods, services, food and refreshments on the street between the hours of 9am and 5pm, We are also requesting the continuation of "portability and mobility" within the designated festival area as we have had in previous 12 years with no incidents. Alcohol served between 10am – 4pm alcoholic beverages providers would adhere to licensing and insurance standards.

Approval to cover parking meters with No Parking signs or jackets on Friday, September 25th, so that no cars will be parked on Jackson Street and on Carpenter between Ocean and Perry on the morning of Oktoberfest. Solar signs if available at designated locations, to remind residents and guests of Oktoberfest. Assistance from Police both am and at p.m. on Saturday September 26th to help with flow in getting the streets cleared out and re-opened to traffic as soon as possible.

Approval to have additional trash cans and recycle cans with extra liners, placed on both Jackson, Carpenter, Decatur. Please also include a truck for disposal as in years past from the Department of Public Works.

Approval for the continuance of waiving the fees for this event as this was part of the 2017 mutual agreement to discontinue the "matching funds" program between the City of Cape May and The Chamber of Commerce.

Thank you for your consideration, we look forward to making the Oktoberfest once again the premier fall event in Cape May!

Bernadette Matthews-Givens
Chamber President

Doreen Talley
Executive Director

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

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

APPLICANT INFORMATION

Name of Applicant Organization: Chamber of Commerce of Greater Cape May

Name of Event Chairperson: Doreen TAlley (MAILING ADDRESS)

Address: 510 BANK ST Suite #110 CAPE MAY NJ 08204 / PO Box 556 CAPE MAY NJ 08204

Phone: [redacted] **Email** [redacted]

Is your organization tax exempt? yes **Tax ID #** 22-2398173

Is your organization nonprofit? yes **Registered No.** CH 100 7000

EVENT INFORMATION

Name of Event: 34th ANNUAL OKTOBERFEST

Type of Event: ANNUAL Festival Celebrating FALL IN CAPE MAY

Location Requested (Streets, Beach, Park, etc.): See ATTACHED MAP

Date(s) Requested: SATURDAY Sept. 26th RAINDATE SUNDAY Sept. 27th

Time(s) Requested: 6:00 AM - 6:30 PM

Rain Date(s) or Delayed Start Time(s): SUNDAY Sept 27 SAME time

Approximate Number of Attendees: 8,000 - 9,000

Will alcohol be served? yes

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

PUBLIC WORKS / PUBLIC SAFETY

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

Capt. Walker keeps Emergency Action Plan on file for this annual event.

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

Describe how you plan to provide security for the event: See Action Plan that was Mentioned Above from Cape May Police

If Applicable, Private Security Company Name, Address, Phone and Email: N/A

Does event request the following Personnel: X See Action Plan *

- **Police Presence:** # Vehicles _____ x # Hours _____ (Requested Times: _____)
- **Fire Presence** # Vehicles _____ x # Hours _____ (Requested Times: _____)
- **EMT Presence:** # Vehicles _____ x # Hours _____ (Requested Times: _____)

Describe how you plan to remove trash and recycling from the event site: Public Works - City of Cape May

Describe if electrical services (lights, outlets, etc.) will be used and for what purpose: N/A

Will City water and sewer be needed: N/A

In the event that the proposed activity or event requires expenditure of additional City resources, including but not limited to Police Department, Fire Department, Department of Public Works, Recreation Department and/or Emergency Medical Services salaries, wages, or other expense, **the applicant shall be responsible for all additional costs incurred**. For example, Special Events may require extra-duty police officers pursuant to Section 81-12 of the City Code to monitor and provide traffic direction, or other City Personnel, and in such cases the costs of the same will be estimated by the City and provided in advance. **A deposit of one hundred (100%) percent of the estimated costs shall be paid not less than five (5) days before the event.**

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

See ATTACHED LAYOUT Previously Approved by the CAPE MAY Police Dept.

STREET CLOSINGS CARPENTER LANE (Perry to OCEAN)

DECATUR (MALL to Hughes) JACKSON ST (MALL - BEACH AVE)

REQUEST FOR CAPE MAY CITY STREET CLOSING

Location (Specific): See ABOVE

Date(s): SATURDAY Sept. 26, 2026 6:00 AM - 6:30 PM

Time(s): 6:00 AM - 6:30 PM - Police will review if update is needed for closing - opening

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

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

Paul Dietrich
City Manager

Date

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

County Roads include Beach Avenue, Madison Avenue, Broadway, Lafayette Street, Pittsburgh Avenue, Texas Avenue, Delaware Avenue, Mt. Vernon Avenue

HOLD HARMLESS AGREEMENT

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

For the Contractor Doreen L. Talley

Notary

MANDY VOLLRATH
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 9, 2026

For the Municipality (Manager)

Notary

APPLICATION AUTHORIZATION

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

Applicant Signature Doreen Talley — Date 6-26-26

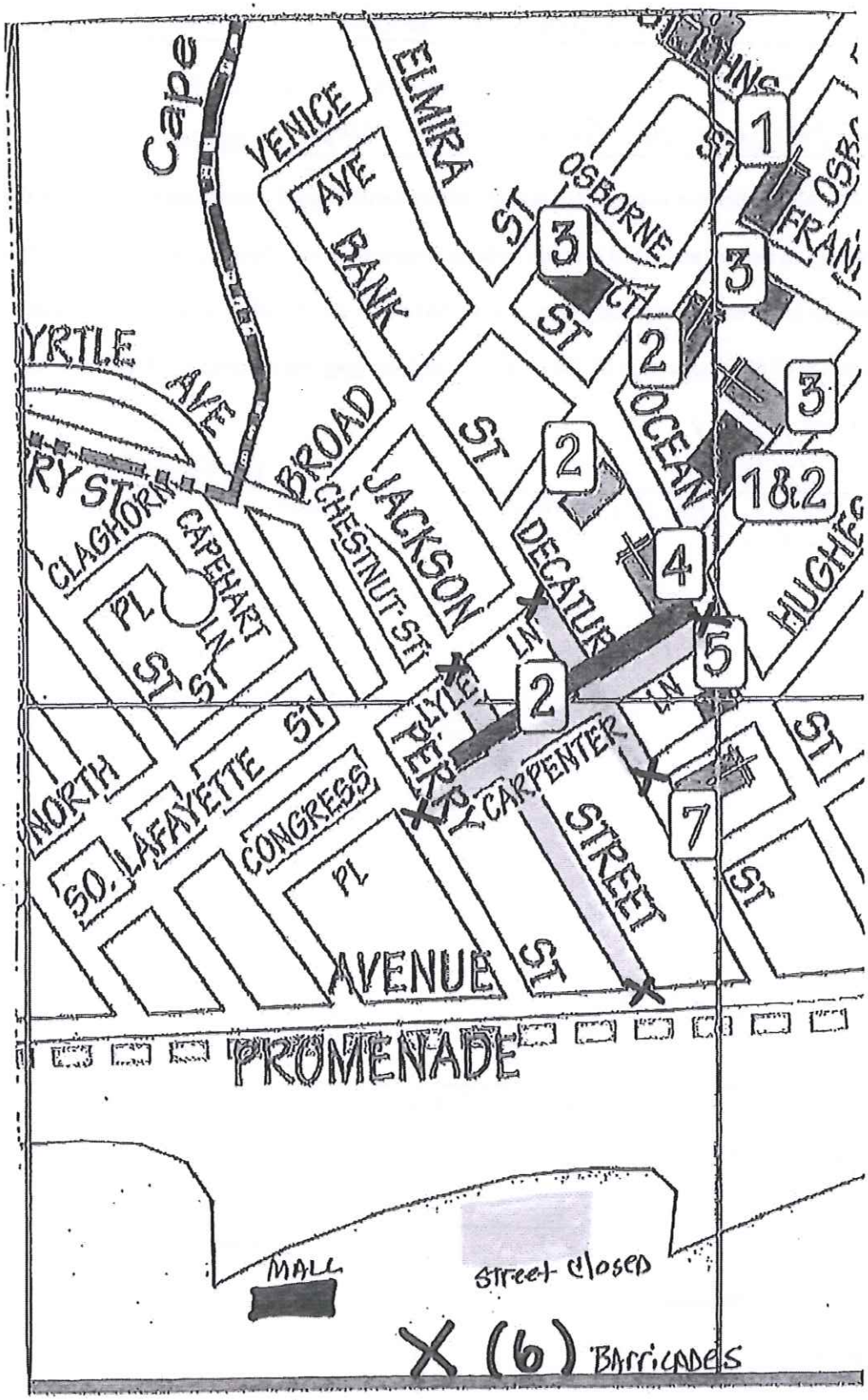
INTERNAL USE ONLY

PERMISSION FROM CITY MANAGER:

City Manager — **Date**

Date Received Completed Application: _____

Date Insurance Expires: _____


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HUGHES
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TYLER
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CARPENTER
STREET
NORTH
SO. LAFAYETTE
CONGRESS
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PROMENADE
MALL
Street closed
X (6) BARRICADES

Client#: 56647 CHAMCOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2026

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

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

PRODUCER	CONTACT NAME:	
J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260	PHONE (A/C, No, Ext): 609 522-3406	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Franklin Mutual Insurance Co.	
INSURED Chamber of Commerce of Greater Cape May P.O. Box 556 Cape May, NJ 08204	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		4715515	11/10/2025	11/10/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is listed as an additional insured in respects to Insureds general liability operations when required by written contract with regards to Oktoberfest on September 26, 2026, Rain Date September 27, 2026

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

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

RESOLUTION NO. 279-07-2026

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City of Cape May (hereinafter the "MUNICIPALITY") is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2027 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certification with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, BE IT RESOLVED by the governing body of the MUNICIPALITY as follows:

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.

2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.

3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.

4. The Clerk of the MUNICIPALITY is authorized and directed to advertise notice of the adoption of this Resolution and the award of this Contract as required by statute.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: ACMJIF
Fund Commissioner
Alt. Fund Commissioner

CONTRACT TO RENEW MEMBERSHIP WITH THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

WHEREAS, the _____ of _____ (hereinafter the "MUNICIPALITY") is currently a member of said FUND; and

WHEREAS, effective January 1, 2027, said membership in the FUND will expire unless renewed earlier; and

WHEREAS, the Governing Body of the MUNICIPALITY has authorized the entry into this Contract to renew said membership through the adoption of a Resolution # 2026-___which details the reasons for renewing said membership with the FUND; and

WHEREAS, the FUND has agreed to offer renewal of membership of the MUNICIPALITY in the FUND.

NOW, THEREFORE, it is hereby contracted and agreed between the FUND and the MUNICIPALITY as follows:

1. The MUNICIPALITY hereby renews its membership in the FUND for a three (3) year term commencing on January 1, 2027 and ending on January 1, 2030 as authorized by Resolution #279-07-2026

2. The MUNICIPALITY hereby ratifies and reaffirms the Indemnity and Trust Agreement, the By-Laws and other organizational and operating documents of the FUND as are from time to time amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.

3. The MUNICIPALITY shall be a participating member of the FUND for the three (3) year term of this Contract, and the MUNICIPALITY shall comply with all of the rules and regulations and obligations associated with said membership.

4. In consideration of the continuing membership of MUNICIPALITY in the FUND, the FUND has agreed to the continuing membership of the MUNICIPALITY subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the MUNICIPALITY.

This Contract was executed on this _____day of _____, 2026 as the lawful and binding act and deed of the MUNICIPALITY and the FUND, and the execution of this Contract has been duly authorized by Resolution # 279-07-2026 of the governing body of the MUNICIPALITY.

CITY OF CAPE MAY

Attest: _____ _____

CLERK **MAYOR**

ACM JIF

Attest: _____ _____

SECRETARY **CHAIRPERSON**

CERTIFICATE OF A DESIGNATED OFFICIAL

In accordance with N.J.A.C. 5:34-2.3, I, Paul E. Dietrich, Sr., am the designated official of the City of Cape May (hereinafter the "MUNICIPALITY"), and I am certifying to the governing body, in detail, why the Contract with the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"), meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable. The reasons are as follows:

1) The purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

2) Insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

3) It is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

4) The FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

5) Since 1987, the FUND has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

6) The FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

7) The FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial, and Legal services; and

8) The FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

9) As an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

10) The membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

11) The FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

12) N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

13) The FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

14) The coverage and services provided under the Contract with the FUND cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

15) It is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services.

Signature of Designated Official: _____

Municipality: City of Cape May

Dated: 07/17/2026

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

RESOLUTION NO. 280-07-2026

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

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

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

WHEREAS, there presently exists a contract between the City and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") which will expire on December 31, 2026, and

WHEREAS, the City and the Authority desire to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2029, and

WHEREAS the Authority has offered the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" to the City in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's System from January 1, 2027 through December 31, 2029; and

WHEREAS the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both Solid Waste disposal and certain recycling services through December 31, 2029; and

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

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

1. The averments of the preamble are incorporated by reference.

2. The City Council hereby authorizes the execution of a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2027, in the form attached hereto as EXHIBIT A and incorporated herein by reference, and that the Mayor and all other appropriate City officials are hereby authorized and directed to execute said Agreement.

4. This resolution shall take effect immediately in accordance with the law.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: County MUA
City Manager/Engineer
CFO
Accounts Payable

Resolution: 280-07-2026
Resolution Authorizing a Shared Services Agreement with CMC – Solid Waste/Recycling
Amount: Per agreement

TREASURER'S CERTIFICATION

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

SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

CITY OF CAPE MAY

Effective

January 1, 2027

SHARED SERVICES AGREEMENT

FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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

WITNESSETH:

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

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

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2029; and

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

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

Article I. Definitions

"Parties" shall mean the CMCMUA and the Municipality.

"Party" shall mean the CMCMUA or the Municipality.

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

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

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

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2027 and shall remain in effect through December 31, 2029.

Article III. Municipality Responsibilities

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

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

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

Article IV. CMCMUA Responsibilities

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

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

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

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

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

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

Article VI. Solid Waste Disposal Rates[6,7,8,9]

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2027, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2026. For Calendar Year 2028, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 2027. For Calendar Year 2029, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a half percent (3.50%) from the Solid Waste tipping fees as established in the User Fees, effective January 2028. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory

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[6] The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

[7] Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

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

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

charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

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

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

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

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

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

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

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

Article IX. Single Stream Recyclable Material Reports

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

Article X. Technical and Educational Assistance

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

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

Article XI. Ordinances

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

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as

required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

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

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

Article XIII. Licensing of Transporters

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

Article XIV. Monitoring of Solid Waste Disposal Activities

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

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

construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

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

Article XV. Failure of the Municipality to Perform

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

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

Article XVI. Failure of the CMCMUA to Perform

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

timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

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

Article XVIII. Force Majeure

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

Article XIX. Excusable Termination of Agreement

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

Article XX. Penalty

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

Article XXI. Governing Law

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

Article XXII. Severability

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

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

Article XXIII. Successors and Assigns

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

Article XXIV. Notices

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

In the Case of the CMCMUA:

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

In the case of the Municipality addressed to:

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

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2027, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

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

Article XXVII. Favored Municipality Status

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

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY	**CITY OF CAPE MAY**
ATTEST:	**ATTEST:**
ASSISTANT SECRETARY	**MUNICIPAL CLERK**
DATE	**DATE**

EXHIBIT "A"

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

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

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

[1] Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

[1] Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

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

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

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

[1] Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

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

RESOLUTION NO. 281-07-2026

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH ROBBIE J. CONLEY, AIA FOR ALTERATIONS AND IMPROVEMENTS TO CAPE MAY CONVENTION HALL AND BEACH TAG CENTER

WHEREAS, the City of Cape May is in the process of planning for alterations to the Cape May Convention Hall and Beach Tag Center. The project involves replacing the flat roof systems at Convention Hall and the Beach Tag Center, exploring modifications to the Convention Hall ballroom by replacing a portion of the curtain wall with operable or retractable doors that would connect the ballroom to the outdoor deck, and at the Beach Tag Center, exterior repairs along the west promenade-facing side of the building and removal of the existing rolling door and finish to match the adjacent siding; and

WHEREAS, on July 9, 2026, Conley proposed a professional services agreement with the City to include design, construction documents, and construction of the improvements in the total amount of $66,000.00 and broken down in phases. The proposed agreement is attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, City Council having reviewed the matter with its professional staff has determined that it is in the best interests of the City of Cape May to authorize the contract for professional services with Conley to effectuate the above improvements.

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

1. The Recital paragraphs are hereby incorporated into this Resolution as if set forth at length.

2. The City Council authorizes the professional services contract with Architect Robert J. Conley, AIA for the alterations and improvements to Convention Hall and Beach Tag Center pursuant to the proposal attached hereto as EXHIBIT A and incorporated herein by reference.

3. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Cape May, and to take any and all other actions necessary to effectuate the purposes thereof.

4. The City Manager is hereby authorized to direct a notice to proceed on the phases set forth in the contract as the City Manager deems necessary for timely advancement of the project and incorporating the terms set forth in the Agreement.

5. This contract is awarded as a professional services contract, without public bidding, pursuant to N.J.S.A. 40A:11-5(1)(a)(i). The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with

this resolution, and that the Contractor will be prohibited from making any reportable contributions through the term of the contract.

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

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

Resolution: 281-07-2026
Resolution Authorizing Professional Services Contract - Robbie J. Conley, AIA – Convention Hall & Beach Tag
Amount: $66,000.00

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 6-01-44-720-702 account, to satisfy any and all obligations regarding the award of the referenced contract and further, that all expenses on account of the aforesaid contract shall be charged to that account and shall be encumbered on same.

Lauren Read, CFO

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

July 9, 2026

City of Cape May
Attn: Paul Dietrich, City Manager, City Engineer
643 Washington Street
Cape May, New Jersey 08204

Re: Cape May Convention Hall and Beach Tag Center Repairs & Alterations
Architectural Services Proposal

Mr. Dietrich:

It is a pleasure to forward this information to you in order to provide professional Architectural services for the City of Cape May Convention Hall and Beach Tag Center. At Robbie Conley Architect, we pride ourselves in being responsive to our clients' needs with a full scope of Architectural services from Site Evaluation to Preliminary Design, Construction Administration, and Follow-up for a minimum of 12 months post-completion.

Over the past Twenty-Five years, my firm and I have grown to become one of New Jersey's Premier Municipal, Public, and Emergency Services design specialists. In this time our firm has become extremely well-versed in public facility standards, all applicable NJ Building Codes, statues, regulations, and the Local Public Contracts Law.

I have spent three years in municipal government as a Councilperson, four years as the elected Mayor of Woodbury Heights, as well as the Emergency Management Coordinator for Woodbury Heights. This involvement along with over 35 plus years of Architectural experience gives me a unique perspective on the design of your facilities.

At Robbie Conley Architect LLC. we listen to our clients, understand their needs, and understand their operations. By completely understanding the owner and end user, we can then develop the most economical, creative solutions to help bring their facilities into the future. RCA is constantly investigating new materials and new options for solving old issues and developing economical solutions to any problem.

When you choose Robbie Conley Architect for your project, you get the same people working on your project from beginning to end; meeting with your personnel, establishing your needs, designing your facility, coordinating the entire team, answering questions from your bidders, reviewing proposals, establishing a recommended contractor, assisting with contracts for construction, overseeing construction, and reviewing the closeout documents.

Robbie Conley Architect LLC has successfully completed many public projects throughout the state. Our average Change order amount is under 3%, not counting owner requested changes. Our history brings projects in, on or under budget and within a reasonable schedule. We have found risks during the construction phase can be mitigated through tight specifications and strong communication. Robbie Conley Architect LLC has developed a specification which has been used in successfully completing many projects throughout the state of New Jersey.

R C A

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

Our team looks forward to the challenges of this project and sincerely feels that we can develop designs which will meet your needs, be aesthetically pleasing, and be within a reasonable budget.

Please find all required forms and documentation for our firm and our consultants at the end of this proposal.

- **Quality Architecture**
- **Reasonable Cost**
- **Responsive to your Needs**
- **Professional Service**

ROBBIE CONLEY ARCHITECT, LLC.

R. J. Conley, AIA

R C A

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

Understanding of the Project

It is our understanding that the City of Cape May has determined the need to replace the flat portion of the roof at Convention Hall and the Beach Tag Center. In addition, there are locations which are currently leaking which include, but are not limited to, the east side over the storage rooms, and the skylights in the Lobby. These areas will be investigated and may require some alterations beyond the Roofing system replacement.

In addition, the city would like to investigate removing the lower portion of the curtain wall in the Ball Room and replace it with operable\retracting doors to be able to open the Ball Room to the adjacent deck.

The Beach Tag Center will require repairs to the west side of the building along the promenade as well as removing the rolling door and closing the opening to match the adjacent siding.

Technical Methodology/Deliverables

- Work Plan:

Existing Conditions Survey: RCA LLC will Survey and photograph the existing spaces to determine As-Built conditions that are visibly observed without destructive means. We will further document As-Built conditions to an extent suitable for design direction and to use as a basis for documentation (using AutoCAD). In addition, we will conduct client meetings, if necessary, to review findings, discuss relevance and determine design direction as well as discuss the budget for the project.

Schematic Design: Based on the agreed-upon design direction, and Project Budget, we will prepare, for approval by you, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of all project components. RCA will assist you in presenting to the Cape May Historical Preservation Commission and the State, if required. After approval of Schematic Design Documents, we will prepare a preliminary estimate of Construction Cost based on current area, volume or other costs. Upon approval of the schematic design, we will prepare a schedule for the project.

Design Development: Based on the approved Schematic Design Documents and any adjustments authorized by you in the program, schedule or construction budget, we will prepare for approval, Design Development Documents for the project. These documents will consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems; materials and such other elements as may be appropriate. Along with a Civil Engineer, we will develop the site plan for presentation to the Planning Board and present this plan at the planning board meeting. RCA will advise the Owner of any adjustments to the Preliminary Estimate of Construction Cost, project schedule, and program.

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

Construction Documents: Based on the approved Schematic Design Documents and any further adjustments in the Scope or quality of the Project or in the construction budget you wish to make, RCA will prepare, for your approval, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. We will assist you in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the Form of Agreement between the Owner and Contractor. We will advise you of any adjustments to the previous Preliminary Estimates of Construction Cost indicated by changes in requirements or general market conditions. RCA will assist you with the filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

Bidding and Negotiations: Following approval of the Construction Documents and of the latest Estimate of Construction Cost, we will assist you in obtaining bids or Quotations and assist in awarding and preparing contracts for construction. We will attend a pre-bid meeting to answer any questions contractors may have and walk through the existing facility. We will be in attendance when the proposals are received and assist with the opening and reading of each proposal. In addition, we will review each proposal for completeness and check references, and other information submitted. After reviewing each proposal, we will offer our recommendation as to the lowest responsive bidder.

Contract (Construction) Administration: After the award of the Contracts for Construction, RCA will provide administration of the Contract for Construction. We will be a representative of and consult with you during construction until final payment to the Contractors is due.

During construction we will visit the site at intervals appropriate to the stage of construction or as otherwise agreed upon. RCA will remain familiar with the progress and quality of the Work being completed and determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Based on our on-site observations and evaluations of the Contractor's Applications for Payment, we will review and certify the amounts due the Contractor.

RCA will review and approve or take other appropriate action upon Contractor's submittals, such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents.

RCA will prepare Change Orders and Construction Change Directives, with supporting documentation and data, if deemed necessary for your approval and execution. We will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. At the end of the project, we will receive and forward to you for review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractors and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. Upon completion of construction, we will accompany you throughout the project for initial startup of all systems and explanations from the contractors on the proper use and maintenance of all equipment and materials.

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

Cost Proposal

➢ Fee Proposal

Based on the preliminary information received, the above services will be performed as per the standard AIA Owner Architect Agreement for the following fixed fee to be billed as monthly progress payments.

All work will be invoiced monthly at a percentage of completion for the current phase.

Scope of Services

Existing Conditions Survey	$ 3,300.00
Schematic Design	$ 9,900.00
Design Development	$13,200.00
Construction Documents	$23,100.00
Bidding and Negotiations	$ 3,300.00
Contract (Construction) Administration	$13,200.00
TOTAL	**$66,000.00**

➢ Terms of Agreement:

Robbie Conley Architect, LLC anticipates performing the Work in accordance with mutually agreed upon terms and conditions for services based on AIA, Standard Form of Agreement between Owner and Architect or the District 's standard agreement.

All reimbursable expenses, which include but are not limited to items such as reproduction, overnight deliveries, will be billed at 1.15 times the actual cost. Standard travel to and from projects and meetings is not considered reimbursable. Booklets of reports are not considered reimbursable expenses.

All fees and hourly rates will be held for a period of one year from the date of this proposal.

➢ Additional Services

Any Owner approved work that is not included in the project scope defined elsewhere in this proposal will be tracked and invoiced on a "Time & Material" basis, per our Hourly Rates listed above or negotiated as a fixed fee as approved by Client and Robbie Conley Architect, LLC. prior to the commencement of work.

R C A

Robbie Conley Architect, LLC.
596 Glassboro Road
Woodbury Heights, New Jersey, 08097
Phone: (856) 845-7500
Fax: (856) 853-0528

- Hourly Rates for Additional Services

Principal Architect/Engineer	$225.00
Senior Architect/Engineer	$200.00
Project Manager/ Engineer	$175.00
Staff Architect/ Engineer	$150.00
Project Coordinator/Senior Designer	$150.00
Designer	$125.00
Technician	$100.00
Clerical	$ 95.00

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

RESOLUTION NO. 282-07-2026

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CAPE MAY AND STEVEN SMOLYN, AIA/ ARCHITECTURAL HERITAGE CONSULTANTS, LLC FOR HISTORIC DESIGN STANDARDS UPDATES, ARCHITECTURAL PROPERTY SURVEYS, AND INTERACTIVE HISTORIC RESOURCES MAP

WHEREAS, the City of Cape May previously authorized a Certified Local Government Grant Agreement with the State of New Jersey for update and dissemination of HPC Design Standards (Grant # HE22-005); and

WHEREAS, pursuant to Resolution No. 300-12-2022, the City Council authorized a professional services agreement with Steven Smolyn, AIA, Architectural Heritage Consultants, LLC (AHC) for update and dissemination of HPC Design Standards; and

WHEREAS, AHC proceeded with the necessary work and on July 18, 2023 the City Council adopted Ordinance No. 508-2023 which incorporated the updated Historic Design Standards prepared by AHC in coordination with various City officials and volunteers; and

WHEREAS, the City of Cape May and the City of Cape May Historic Preservation Commission have a need to respond to needed updates to the Historic Design Standards, maintain updated architectural property surveys for preservation of the local historic district and the City's status as a National Historic Landmark, and develop user-friendly interactive maps of historic resources for use by the HPC, City Staff, applicants, and the public; and

Whereas, AHC has submitted a proposal to the City to perform the above services, along with any additional on-call services requested, on an hourly basis pursuant to a professional services agreement in accordance with the proposal attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, the Professional Services Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and further provides that the resolution authorizing the award and the Professional Services Agreement itself is available for public inspection;

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 herein as if fully set forth.

2. The City Council hereby approves of the Contract for Professional Services by Steven Smolyn, AIA, Architectural Heritage Consultants, LLC, PO Box 1884, Hoboken, New Jersey (AHC) dated July 6, 2026 attached hereto as EXHIBIT A and incorporated herein by reference.

3. The total authorization for hourly services herein shall not exceed HPC budgetary limitations. The consultant shall undertake all services in coordination with, and subject to consultation with, the Historic Preservation Commission, City Council Liaison to the HPC, and the City Manager. The City acknowledges that the scope of work may require adjustment as project needs are further developed and defined. Should such adjustments necessitate services beyond the authorized not-to-exceed amount, such additional services may be proposed and shall be subject to further authorization by Resolution of the City Council.

4. The Mayor, City Manager, and City Clerk are hereby authorized and directed to take any and all other actions necessary to effectuate the purposes thereof.

5. The Contractor shall provide a Business Disclosure Entity Certification and Political Contribution Disclosure Certification which shall be placed on file with this resolution.

6. A Notice of Award of Professional Services Agreement for the above services shall be published in the official City newspaper.

7. The Chief Financial Officer has certified the availability of funds for this contract.

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: Architectural Heritage Consultants, LLC
Historic Preservation Commission
City Engineer
CFO
Accounts Payable

Resolution: 282-07-2026
Resolution Authorizing Professional Services Contract – Smolyn/Architectural Heritage Consultants – HPC services
Amount: Not to exceed $12,000

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 the 6-01-20-175-200 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

Proposal

July 6, 2026

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

From: Steven Smolyn, AIA
Architectural Heritage Consultants, LLC
PO Box 1884
Hoboken, NJ 07030

Re: Historic Preservation Professional Consulting Services

Dear Paul,

Thank you for your interest in engaging Architectural Heritage Consultants to provide on-call professional historic preservation consulting services in support of the Historic Preservation Commission.

We have had the privilege of working with the City and the Historic Preservation Commission on prior preservation planning and public engagement efforts, including the update to the Historic Design Standards and the African American Heritage StoryMap. This proposed on-call engagement would build upon that prior work, allowing us to provide the City with responsive support rooted in our familiarity with Cape May's historic resources and preservation goals.

We understand that the Historic Preservation Commission periodically requires assistance for application review. We can also assist with updates to the Historic Design Standards and intensive-level architectural surveys. We are prepared to serve in a flexible on-call capacity, similar to the consulting role we currently provide for municipalities such as Montclair and Glen Ridge.

We appreciate the City's consideration and would be pleased to provide additional information, refine the scope, or discuss how this on-call role can best support the Historic Preservation Commission's work.

Sincerely,

Steven Smolyn, AIA

Scope of Services

Architectural Heritage Consultants is available to provide the following services at the City's request.

1. **Summary Reviews for Certificates of Appropriateness**

   We are available to prepare written summary reviews for applications before the HPC. These reviews may include, as appropriate, the most relevant points below:

   - A brief historical overview of the subject property;
   - Identification and assessment of character-defining features;
   - Evaluation of the property's historic integrity;
   - Review of the proposed work in relation to the applicable Secretary of the Interior's Standards and Historic Design Standards;
   - Assessment of the potential effect of the proposed work on the property and surrounding historic district;
   - Recommendations for the Historic Preservation Commission's consideration.

   These reviews would be concise and useful to the Commission, applicants, and municipal staff. Depending on the complexity of the application, they could range from brief staff-level comments to more detailed technical memoranda.

2. **Attendance at Historic Preservation Commission Meetings**

   We are available to attend HPC meetings as requested. With sufficient advance notice, we can attend in person or participate virtually when appropriate.

   Meeting support may include presenting findings from application reviews, answering technical questions from the Commission, advising on preservation standards, and assisting with discussion of design alternatives or conditions of approval.

3. **Assistance with Application Completeness Reviews**

   We are available to assist the HPC Administrative Officer with completeness reviews of applications. This may include reviewing submitted materials to determine whether sufficient information has been provided to support a meaningful HPC review.

4. **Historic Design Standards Updates**

   Building on our prior work on the City's Historic Design Standards, we are available to assist with future updates, refinements, or the development of supplemental guidance documents. This may include revising existing standards, preparing new sections, developing illustrated guidance, clarifying review criteria, or addressing recurring issues that arise during HPC review.

5. **Architectural Property Surveys**

   We are available to conduct intensive architectural property surveys in accordance with the New Jersey Historic Preservation Office's guidelines. Survey work may include field documentation, photography, historical research, evaluation of architectural character and integrity, preparation of survey forms, mapping support, and recommendations regarding the most important contributing status or the need for further documentation.

6. **Interactive Historic Resources Map**

   We are available to develop an interactive web-based map of Cape May's historic resources for use by the HPC, City staff, and the public. This would expand upon the NJ HPO's map (LUCY 2.0) by compiling and organizing available historic resource data, including local historic district boundaries, individual landmarks, contributing/non-contributing status, and survey inventory forms. The web-based map would be hosted on the City's ArcGIS platform and updated over time.

Professional Fees

Services would be provided on an hourly basis at the following rates:

Steven Smolyn	Principal	$175 per hour
Isabel Oyuela-Bonzani	Consultant	$125 per hour

Work would be performed only as authorized by the City. For larger assignments, we can provide a proposed scope and not-to-exceed amount before beginning work.

Due to the travel distance, in-person attendance shall generally be subject to a minimum charge of six (6) hours, inclusive of travel time and meeting attendance, unless otherwise agreed in advance.

Resumes

Steven Smolyn

Education

Cornell University College of Architecture Ithaca, New York	B.Arch Degree Concentrations in Architectural Theory & Representation Studied abroad in Rome & New York City

Professional Experience

Architectural Heritage Consultants Hoboken, New Jersey January 2020 - present	Historic preservation consulting services specializing in design guidelines and preservation documents for municipalities. Multiple projects recognized by Preservation New Jersey & SHPO.
Senior Associate Principal Kohn Pedersen Fox Associates New York, New York June 2015 - present	Part of the design team for landmark One Vanderbilt tower, from schematic design through construction administration. Created renderings and assembled material palettes for review by the Community Board and Landmarks Preservation Commission.
Architectural Designer The Rosen Group Summit, New Jersey January 2011 - January 2013	Position at a dynamic, design-oriented firm specializing in high-end residential projects. Daily tasks included: project organization, interior design drafting, documentation of existing conditions, and zoning analysis. Also assisted with preparation for variance hearings and design presentations.

Volunteer & Leadership

Preservation New Jersey Trenton, New Jersey July 2024 - present	Board trustee of a statewide, member-supported non-profit historic preservation organization that promotes the economic vitality, sustainability, and heritage of New Jersey's diverse communities through advocacy and education.
Historic Preservation Commission Hoboken, New Jersey January 2019 - present	Mayoral appointment on the advisory body that reviews and acts on applications for work within the locally designated historic districts and landmarks.
Board of Adjustment Hoboken, New Jersey January 2019 - January 2024	City Council appointment on the independent body, empowered to grant relief from the Zoning Regulations, approve certain uses of land, and hear appeals of actions taken by the City.

Recent Work

- City of Cape May Historic Design Standards & Outreach
- Borough of Glen Ridge Historic Design Guidelines
- City of Hoboken Historic Design Guidelines

Qualifications

- Licensed Architect (NJ)
- LEED-accredited professional for building design
- Licensed Real Estate Referral Agent (NJ)

Isabel Oyuela-Bonzani

Education

Harvard University Graduate School of Design	Master of Architecture in Urban Design Master of Design Studies in Critical Conservation
Cornell University College of Architecture Ithaca, New York	B.Arch Degree Minor in Anthropology

Professional Experience

Architectural Heritage Consultants Hoboken, New Jersey January 2020 - present	Led the development of A Legacy of African American Heritage StoryMap for Cape May, utilizing digital tools and cultural analysis to document historic narratives. Consulted on the Township of Moorestown historic preservation initiatives, ensuring the preservation of architectural integrity and historical context.
Urban Designer Stantec Pittsburgh, Pennsylvania June 2023 - present	Actively involved in the creation of sustainable and aesthetically pleasing urban designs, emphasizing community development and innovative solutions. Worked closely with a multidisciplinary team to develop strategies that balanced modern development needs with the need to conserve and restore historically significant urban fabric.

Recent Work

- Conserving Intangible Cultural Heritage: A Field Guide. Oyuela-Bonzani, Isabel. Urban Legacy Lands Initiative, 2023. Digital Publication.
- Harvard GSD Dean's Merit Scholarship Awardee, 2019-2023
- David Rockefeller Center for Latin American Studies - Research Travel Grant, 2020-2021

Terms & Conditions

Scope of Services
Architectural Heritage Consultants, LLC ("Consultant") will provide on-call historic preservation consulting services to the City of Cape May, New Jersey ("Client") as described in this proposal and authorized by the Client.

Compensation & Reimbursable Expenses
The Consultant will perform services on an hourly basis and invoice monthly for services rendered, with payment due within thirty (30) days of receipt. Travel time for authorized in-person meetings or site visits is considered billable. The Client shall reimburse reasonable, necessary, and authorized out-of-pocket expenses directly related to the work, including transportation, tolls, parking, lodging if required, printing, document reproduction, postage, and specialized research costs. Reimbursable expenses will be itemized and billed at actual cost unless otherwise agreed in writing.

Standard of Care
The Consultant will perform services consistent with the professional skill and care ordinarily exercised by qualified historic preservation consultants performing similar work. The Consultant's services are advisory and do not guarantee any particular action, approval, denial, or determination by any governmental body.

Termination
Either party may terminate the agreement upon thirty (30) days' written notice. The Client shall compensate the Consultant for services performed and authorized reimbursable expenses incurred through the effective termination date. Final deliverables or substantially completed work product will be provided upon payment.

Liability Limitation
To the fullest extent permitted by law, the Consultant's total aggregate liability for claims arising from the services shall be limited to the total compensation paid for professional services, excluding reimbursable expenses. The Consultant shall not be liable for consequential, indirect, incidental, special, punitive, or exemplary damages. No individual member, principal, employee, agent, or representative of the Consultant shall have personal liability under this agreement.

Indemnification
The Client shall not hold the Consultant responsible for claims arising from the Client's misuse, modification, or unauthorized implementation of deliverables, or from decisions, actions, or omissions of the Client, applicants, property owners, contractors, design professionals, governmental bodies, or other third parties. The Consultant shall be responsible only to the extent claims are finally determined to have been caused by the Consultant's negligent acts, errors, or omissions.

Governing Law and Dispute Resolution
This agreement is governed by the laws of the State of New Jersey, with disputes resolved through mediation prior to any legal action.

Survival
The provisions concerning compensation, deliverables, confidentiality, limitation of liability, indemnification, and dispute resolution shall survive termination of the agreement.

Acceptance

If this proposal is acceptable, please sign below and return one copy for our records.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

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

RESOLUTION NO. 283-07-2026

RESOLUTION AUTHORIZING CHANGE ORDER #4 TO CONTRACT FOR 2023 UTILITY & ROAD PROGRAM (FY 2023 NJDOT MUNICIPAL AID PROGRAM, RECONSTRUCTION OF TRENTON AVENUE)

WHEREAS, pursuant to Resolution No. 269-10-2023, the City awarded a contract for the 2023 Utility & Road Program to Perna Finnigan, Inc. after public bidding; and

WHEREAS, the Contractor has proposed a change order to address a recalculation of fuel and asphalt adjustments as per the NJDOT to the June 25, 2026 letter and change order provided by the Special Project Engineer attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, City officials have reviewed the bids and the supporting documentation, and concur with the recommendation of the City's Special Project Engineer that the change order is reasonable and necessary in connection with the project.

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

1. The averments of the preamble are hereby incorporated.

2. City Council hereby authorizes the Change Order to the contract for 2023 Utility & Road Program, in accordance with the terms and conditions of the contract specifications, and in accordance with the Change Order attached hereto as EXHIBIT A and incorporated herein by reference. The Contract shall be amended as follows:

Original Award Amount:	$2,110,130.27
Net Change by previous Change Orders:	**$2,361,288.57**
Change Order #3 (decrease):	$ - 10.85
Total Contract including Change Order(s):	**$2,361,277.72**
Total Change Order Percentage: 11.90%	

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

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

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

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: Deblasio & Assoc.
Perna Finnigan, Inc.
City Engineer

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

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

June 29, 2026

VIA EMAIL & REGULAR MAIL

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

Re: City of Cape May
2023 Utility & Road Program & FY2023 NJDOT Municipal Aid
Reconstruction of Trenton Avenue
D&A File #: CCM-C-013

Dear Ms. Burke:

Enclosed please find the executed copy of **CHANGE ORDER NO. 4-Final** regarding the above referenced project for review and approval. Upon execution, please return via email to our office.

Please note that this change order reflects the following:

1. Recalculation of Fuel and Asphalt adjustments per the NJDOT.

Please note that this change order will result in a decrease of **$10.85** to the amended contract amount of **$2,361,288.57** for a final contract amount of **$2,361,277.72**.

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

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

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

cc: Mayor Zachary Mullock (via email)
Paul Dietrich, P.E. City Manager (via email)
Rob Cummiskey, Water/Sewer Superintendent (via email)
Perna Finnigan, Inc. (via email)
James Andrews, Inspector (via email)
Cody Stanford (via email)

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND PLANNERS

Change Order #4 - Final

Client: City of Cape May
Date: 6/25/2026
Project Name: 2023 Utility & Road Program & FY2023 NJDOT Municipal Aid Program - Reconstruction of Trenton Avenue
D&A Project #: CCM-C-013

Contractor: Perna Finnigan
1921 E. Sherman Avenue
Vineland, NJ 08360

A. Reductions - Non NJDOT Participating

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
3	FUEL PRICE ADJUSTMENT	DOLLAR	-836.95	$1.00	-$836.95
				Subtotal:	-$836.95

B. Extras - Non NJDOT Participating

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	37.93	$1.00	$37.93
				Subtotal:	$37.93

C. Reductions - NJDOT Participating

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
A3	ASPHALT PRICE ADJUSTMENT	DOLLAR	-37.93	$1.00	-$37.93
				Subtotal:	-$37.93

D. Extras - NJDOT Participating

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
A2	FUEL PRICE ADJUSTMENT	DOLLAR	826.1	$1.00	$826.10
				Subtotal:	$826.10

Net Contract Change:	**-$10.85**
Original Contract Amount:	$2,110,130.27
Amended Contract Amount:	$2,361,288.57
Contract Percentage Change (%):	-0.001
Total Contract Percentage Change (%):	11.90
Final Contract Amount:	**$2,361,277.72**

Approved and Accepted by:

Marc DeBlasio, P.E., Project Engineer — Date: 6/29/26

Perna Finnigan, Inc. — Date: 6/29/26

City of Cape May — Date

NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER – 3-Final
STATE AID PROJECT

Project	2023 Utility & Road Program & FY2023 NJDOT Municipal Aid Program Reconstruction of Trenton Avenue
Municipality	City of Cape May
County	Cape May
Contractor	Perna Finnigan, Inc.

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required)

1. Fuel and Asphalt Price Adjustment Modifications per NJDOT request

Item No.	Description	Quantity (+/-)	Unit Price	Amount

See Attached.

Amount of Original Contract	$ 2,110,130.27	Extra	$ 864.03
Adjusted amount Based on Change Orders ...1..2..3..4	$ 2,361,277.72	Supplemental	$ 0
		Reduction	$ -874.03
		Total Change	$ 10.85

% Change in Contract [(+) Increase or (-) Decrease] .61 %

Mam Dsw — (Engineer) — 6/29/26 (Date)

(Presiding Officer) — (Date)

Inna M Stalnaya — (Contractor) — 6/29/24 (Date)

Approved: (District Manager) (Bureau of Local Aid) — (Date)

(Submit four (4) copies to the Local Aid District Office)

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

RESOLUTION NO. 284-07-2026

RESOLUTION AUTHORIZING CHANGE ORDER #3 TO CONTRACT FOR SIDEWALK REFURBISHMENT

WHEREAS, pursuant to Resolution No. 354-12-2025, the City awarded a contract for the Sidewalk Refurbishment Project to The Ambient Group LLC after public bidding; and

WHEREAS, the Contractor has proposed a change order to address additional work requested by the City pursuant to the July 6, 2026 change order provided by the Special Project Engineer attached hereto as EXHIBIT A and incorporated herein by reference; and

WHEREAS, City officials have reviewed the bids and the supporting documentation, and concur with the recommendation of the City's Special Project Engineer that the change order is reasonable and necessary in connection with the project.

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

1. The averments of the preamble are hereby incorporated.

2. City Council hereby authorizes the Change Order to the contract for Sidewalk Refurbishment Project, in accordance with the terms and conditions of the contract specifications, and in accordance with the Change Order attached hereto as EXHIBIT A and incorporated herein by reference. The Contract shall be amended as follows:

Original Award Amount:	$ 495,720.00
Net Change by previous Change Orders:	$ 501,798.00
Change Order #3:	$ 4,477.00
Total Contract including Change Order(s):	**$ 506,305.00**
Total Change Order Percentage: 2.14%	

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

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

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

I, Brian Turner, Deputy 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 July 21, 2026.

Brian Turner, Deputy City Clerk

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

cc: EDA
Ambient Group
City Engineer

Resolution: 284-07-2026
Resolution Authorizing Change Order #3 – Sidewalk Refurbishment Ambient Group
Amount: $4,477.00 increase

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from C-04-55-924-105, 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

ENGINEERING DESIGN ASSOCIATES, P.A.
ENGINEERS ENVIRONMENTAL PLANNERS LANDSCAPE ARCHITECTS

July 15, 2026

Via Email

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

ATTN: Elizabeth D'acqua

RE: Sidewalk Refurbishment– Change Order #3
City of Cape May, Cape May County, NJ
EDA #CM-132

Dear Liz:

Enclosed please find a breakdown for Change Order #3 for the above referenced project. There is a net increase this period of $4,477.00. The entire contract amount has a net increase in the amount of $10,585.00 (2.14%). This amount is approved.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Vincent C. Orlando, PE, PP, LLA

VCO/pmmc
Enclosures

cc: Erin Burke, City Clerk
The Ambient Group, Contractor

Final/CapeMay/CM132/Corr/L5

Cambridge Professional Offices
5 Cambridge Drive, Ocean View, New Jersey 08230
PHONE: (609) 390-0332 • FAX: (609) 390-9204

ENGINEERING DESIGN ASSOCIATES, P.A.

CHANGE ORDER #3

Project: CAPE MAY SIDEWALK REFURBISHMENT

City of Cape May, Cape May County, New Jersey

July 6, 2026

EDA # CM-132

Client: City of Cape May Contractor: The Ambient Group, LLC.

TYPE OF CHANGE	ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
ORIGINAL BID		Cape May Sidewalk Refurbishment Original Award Amount			SUBTOTAL	$495,720.00
SUPPLEMENTAL						
					SUBTOTAL	$0.00
EXTRA						
		7.5K Excavator	Man Hour	8	$ 100.00	$ 800.00
		Labor	Man Hour	8	$ 140.00	$ 1,120.00
		Operator	Man Hour	8	$ 154.00	$ 1,232.00
		Reversible Plate Compactor	Man Hour	8	$ 65.00	$ 520.00
		Dump Trailer	Man Hour	8	$ 35.00	$ 280.00
		Stone	CY	15.00	$ 35.00	$ 525.00
					SUBTOTAL	$4,477.00
REDUCTION						
					SUBTOTAL	$0.00

PREVIOUS CHANGE ORDERS

No.	AMOUNT	REASON FOR CHANGE
1	$5,520.00	Removal & Installation of 240 SF Additional Concrete Sidewalk
2	$ 588.00	Additional Brick Sidewalk Removal & Installation
3		
4		
5		
6		
7		
8		

CURRENT CHANGE ORDER

A	(ORIGINAL BID)	$495,720.00
B	+SUPPLEMENTAL	$0.00
C	+ EXTRA	$4,477.00
D	(REDUCTION)	$0.00
NET CONTRACT CHANGE THIS CHANGE ORDER		$4,477.00

OVERALL CHANGE ORDER SUMMARY

ORIGINAL CONTRACT AMOUNT	$495,720.00
AMENDED CONTRACT AMOUNT	$506,305.00
TOTAL CONTRACT CHANGE (AMOUNT)	$10,585.00
TOTAL CONTRACT CHANGE (PERCENT)	2.14%

Accepted by: _____ 7/7/2026 _____ (Contractor)

Approved by: _____ 07/06/26 _____ Vincent C. Orlando, P.E

Approved by: _____ (Mayor)

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

RESOLUTION NO. 285-07-2026

RESOLUTION AUTHORIZING CHANGE ORDER #2 and #3 TO KIWANIS COMMUNITY PARK ADA COMPLIANCE PROJECT

WHEREAS, pursuant to Resolution No. 121-04-2023, City Council authorized the award of a contract for the Kiwanis Community Park ADA Compliance Project to Command Co., Inc. after public bidding; and

WHEREAS, the Contractor has proposed change order numbers 3 and 4 to address additional work requested by the City pursuant to the June 4, 2026 change order provided by the Special Project Engineer attached hereto as EXHIBIT A, as well as the July 14, 2026 change order provided by the Special Project Engineer attached hereto as EXHIBIT B and incorporated herein by reference; and

WHEREAS, City officials concur with the recommendation of the City's Special Project Engineer that the change orders are reasonable and necessary in connection with the project.

WHEREAS, City Council has reviewed and determined that the proposed change orders are in the best interests of the public and beneficial use of Kiwanis Community Park; and

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

1. The averments of the preamble are hereby incorporated.

2. City Council hereby authorizes the Change Order to the contract for the Kiwanis Community Park ADA Compliance Project, in accordance with the terms and conditions of the contract specifications, and in accordance with the Change Order #3 and #4 attached hereto as EXHIBITS A & B and incorporated herein by reference. The summary of the terms are as follows:

Original Contract Amount:	$ 946,322.00
Net Change by prior Change Orders:	$ 977,292.00
Change Order #3 & #4:	$ 5,816.84
Total Contract including Change Order(s):	**$ 983,108.84**
(Total Change: 3.89%)	

3. The Mayor and all other appropriate City officials are authorized to execute Change Order #3 & #4 and further authorized and directed to take all other steps necessary to effectuate this Resolution.

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

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

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

Cc: City Manager/City Engineer
QPA
Command Co., Inc.
Accounts Payable

Resolution: 285-07-2026
Resolution Authorizing Change Order #3 & #4 – Kiwanis Park ADA – Command Control, Inc.
Amount: $5,816.84 increase

TREASURER'S CERTIFICATION

The undersigned, Treasurer of the City of Cape May, does hereby certify to the Mayor and Council that sufficient funds are appropriated from C-04-55-924-105, 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

EXHIBIT A

ENGINEERING DESIGN ASSOCIATES, P.A.

CHANGE ORDER # 3
Project: Kiwanis Community Park
City of Cape May, Cape May County, New Jersey
June 4, 2026
EDA # CM-109

Client: City of Cape May Contractor: Command Co., Inc.

TYPE OF CHANGE	ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
ORIGINAL BID						
					SUBTOTAL	$0.00
EXTRA						
	901	Action Supply Insterstar concrete dye	LS	1.00	$1,113.42	$1,113.42
		(invoice 6/3/24)				
					SUBTOTAL	$1,113.42
REDUCTION						
					SUBTOTAL	$0.00

PREVIOUS CHANGE ORDERS

No.	AMOUNT	REASON FOR CHANGE
1	$14,410.00	Irrigation & Rubber Surface Complete
2	$16,560.00	Botanical Sign & 4' High Wire Fence
3		
4		
5		
6		
7		
8		

CURRENT CHANGE ORDER

A	(ORIGINAL BID)	$0.00
B	+SUPPLEMENTAL	$0.00
C	+ EXTRA	$1,113.42
D	(REDUCTION)	$0.00
NET CONTRACT CHANGE THIS CHANGE ORDER		$1,113.42

OVERALL CHANGE ORDER SUMMARY

ORIGINAL CONTRACT AMOUNT	$946,322.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #1	$960,732.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #2	$977,292.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #3	$978,405.42
TOTAL CONTRACT CHANGE ORDER (AMOUNT)	$32,083.42
TOTAL CONTRACT CHANGE ORDER (PERCENT)	3.39%

Accepted by: _____ Glenn D Marienski - 06.04.26 (Contractor)

Approved by: _____ 06/04/26 Vincent C. Orlando, P.E

Approved by: _____ Zachary Mullock, Mayor

EXHIBIT B

ENGINEERING DESIGN ASSOCIATES, P.A.

CHANGE ORDER # 4
Project: Kiwanis Community Park
City of Cape May, Cape May County, New Jersey
July 14, 2026
EDA # CM-109

Client: City of Cape May Contractor: Command Co., Inc.

TYPE OF CHANGE	ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
ORIGINAL BID		Kiwanis Community Park			SUBTOTAL	$946,322.00
EXTRA						
	902	Time & material for replacement of	LS	1.00	$4,703.42	$4,703.42
		one sensory panel (LS #168662)				
					SUBTOTAL	$4,703.42
REDUCTION						
					SUBTOTAL	$0.00

PREVIOUS CHANGE ORDERS		
No.	AMOUNT	REASON FOR CHANGE
1	$14,410.00	Irrigation & Rubber Surface Complete
2	$16,560.00	Botanical Sign & 4' High Wire Fence
3	$1,113.42	Action Supply Interstar concrete dye
4		
5		
6		
7		
8		

CURRENT CHANGE ORDER		
A	(ORIGINAL BID)	$0.00
B	+SUPPLEMENTAL	$0.00
C	+ EXTRA	$4,703.42
D	(REDUCTION)	$0.00
NET CONTRACT CHANGE THIS CHANGE ORDER		$4,703.42

OVERALL CHANGE ORDER SUMMARY	
ORIGINAL CONTRACT AMOUNT	$946,322.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #1	$960,732.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #2	$977,292.00
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #3	$978,405.42
AMENDED CONTRACT AMOUNT PER CHANGE ORDER #4	$983,108.84
TOTAL CONTRACT CHANGE ORDER (AMOUNT)	$36,786.84
TOTAL CONTRACT CHANGE ORDER (PERCENT)	3.89%

Accepted by: _____ Glenn D Marienski - 07.14.26 (Contractor)

Approved by: _____ 07/14/26 Vincent C. Orlando, P.E

Approved by: _____ Zachary Mullock, Mayor

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

RESOLUTION NO. 286-07-2026

RESOLUTION AUTHORIZING AWARD OF LEASE FOR CITY-OWNED PROPERTY KNOWN AS A PORTION OF THE CANNING HOUSE LANE WATER TOWER LOCATED AT 830 CANNING HOUSE LANE, CAPE MAY, NEW JERSEY, BLOCK 1061, LOT 137 AND 139

WHEREAS, the City of Cape May owns the real property and improvements designed as Block 1061, Lots 137 and 139 located at 830 Canning House Lane, Cape May, New Jersey and upon which is located the City owned water tower (the "Tower"); and

WHEREAS, on June 12, 2001, the City entered a Lease Agreement for approximately two-hundred sixty-four (264) square feet of space on the Tower (the "Property") to Sprint Spectrum L.P. (n/k/a T Mobile) for purposes of installing wireless telecommunications equipment after a public auction process conducted on May 3, 2001 in accordance with N.J.S.A. 40A:12-1 et seq.; and

WHEREAS, the prior lease for the space expired June 12, 2026; and

WHEREAS, in accordance with N.J.S.A. 40A:11-1 et seq. and the Local Lands and Buildings Law N.J.S.A. 40A:12-1 et seq., City Council authorized a public auction bid for the property on the tower not needed for public use, so that the City may award a successor lease of the property; and

WHEREAS, on May 19, 2026, the City received and opened one response to the auction bid:

T-Mobile Northeast LLC Base Bid: $50,000.00

WHEREAS, the City Administration has recommended award to the bidder and City Council has determined it is in the best interests of the City to award the auction to the above bidder; and

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

1. The recital paragraphs above are incorporated herein by reference.

2. City Council hereby awards the above auction bid to T-Mobile Northeast LLC, 12920 SE 38th Street, Bellevue, WA 98006 and approves a lease of the above referenced property pursuant to the terms and conditions set forth in the Bid Specifications and Lease attached hereto as EXHIBIT A and incorporated herein by reference.

3. The term of this Lease shall be five (5) years, with four (4) additional renewal terms of five (5) years each, for a total potential lease term not to exceed twenty-five (25) years. The annual rent for the initial lease year, commencing June 12, 2026, shall be Fifty Thousand Dollars ($50,000.00), in accordance with the base bid. For each subsequent lease year, the annual rent shall increase by the greater of: (a) the final Consumer Price Index (CPI) for the Northeast Region for the preceding year; or (b) three percent (3%).

4. The Mayor and City Manager, along with all other appropriate City officials, are hereby authorized and directed to take all actions necessary to consummate the attached Lease and to effectuate the terms and conditions of this resolution in accordance with applicable law.

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

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

CC: QPA
City Manager
T Mobile
Accounts Payable
CFO

Docusign Envelope ID: C17E7CAA-6D43-871B-80FC-F3FD9A8A4D7C

LEASE AGREEMENT
PORTION OF BLOCK 1061, LOT 137 AND 139
830 CANNING HOUSING LANE TOWER

THIS LICENSE AGREEMENT (hereinafter "License" or "Agreement") granted and agreed upon this _____day of_____ 20___, by the City of Cape May, a municipal corporation, having an office at City Hall, 643 Washington Street, Cape May, NJ 08204 (hereinafter referred to as "City" or "Licensor") to and with T-Mobile Northeast LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006 (hereinafter referred to as "Licensee").

WHEREAS, Licensor in the owner of certain real property located at 830 Canning House Lane in the City of Cape May, County of Cape May and State of New Jersey as more particularly described as Tax Block 1061 Lot 139 ("the Property") upon which a 133-foot water tank ("Tower") is located;

WHEREAS, Licensee is the holder of a license from the Federal Communications Commission ("FCC") permitting it to operate a wireless communications facility in the State of New Jersey;

WHEREAS, the Landlord has offered to lease certain areas of the Property, including approximately two hundred sixty-four (264) square feet of space on the Tower, and all access and utility easements, if any, together with a non-exclusive easement for ingress and egress thereto and to the appropriate source of electric and telephone facilities (the "Designated Areas") at a public sealed auction conducted by Landlord on May 19, 2026, in accordance with N.J.S.A. 40A: 12-1 et seq.;

WHEREAS, Licensee now desires to license the space on the Property and Tower for the placement of its communications facility ("Communications Facility");

WHEREAS, Licensor and Licensee now desire to enter into this Agreement to establish the terms and conditions of Licensee's use of the Premises (as defined below).

NOW THEREFORE, in consideration of the above recited premises and of the agreements, obligations, terms and conditions hereinafter set forth and recited, Licensor and Licensee do hereby agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants Licensee a non-exclusive

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license to use a portion of space on its Tower and those additional areas depicted on Exhibit A hereto all of which areas shall hereinafter be referred to as the "Premises" Licensee recognizes that this Agreement does not grant to Licensee exclusive occupancy of the Tower and the Premises and Licensee acknowledges that Licensor has the right to enter into similar licenses (or leases) with other licensees (or lessees) for the right to use space on the Tower and on the Property, outside of the Premises.

2. USE OF LICENSED AREA.

(A) The Premises is to be used only for the operation, construction, installation and maintenance of the Communications Facility and for no other purpose. Licensee shall be permitted to maintain the equipment listed on Exhibit A, attached hereto and incorporated herein, and incorporated herein.

(B) The Communications Facility shall be unmanned. Only employees, contractors, subcontractors, consultants and engineers of Licensee or persons under its direct supervision who have been given prior approval by Licensor for Tower access and work will be permitted to access the Tower. Licensee will be given reasonable access to the Communications Facility between the hours of 8 a.m. and 6:00 p.m., seven (7) days a week, for the sole purpose of performing maintenance and repairs to the Communications Facility and the Premises; provided that Licensee provides Licensor with at least two (2) hours prior telephonic notice at (609)884-9532 (the "Contact Telephone Number") of the times that Licensee will need access to the Premises. Notwithstanding the foregoing, Licensee shall provide Licensor with at least thirty (30) day prior written notice if Licensee intends to perform construction at the Premises beyond normal maintenance and repair work. If an emergency repair of Licensee's equipment in the Premises is necessary to restore Licensee's service, Licensee will be allowed reasonable access to the Premises twenty-four hours per day, (7) days a week, provided that Licensee notifies Licensor as soon as reasonably practicable. In the event that the Contact Telephone Number changes, Licensor shall provide Licensee with twenty-four (24) hours written notice of such change per the notice requirements in Section 26. Licensee shall allow a representative of Licensor to observe any installation, repair, maintenance or removal work performed in the Premises or any other portion of the Premises.

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(C) Licensee shall install all of its equipment in compliance with all applicable governmental licenses, permits and other approvals (collectively, "Government Approvals"). Licensee shall cause all construction to occur lien-free and shall discharge or bond any mechanic's lien filed or recorded within thirty (30) days of receiving notice of such lien. Licensee shall install and maintain the Communications Facility in a workmanlike manner. Licensee shall mark cabling every 18 inches for cabling located on the Tower and at the entry and exit points of the Tower with identifying ownership markings and identify the antenna with similar ownership markings. Licensee shall (i) keep the Communications Facility in a neat, clean and orderly condition at all times, (ii) not cause rubbish, garbage or debris to accumulate or remain on or around the Communications Facility at any time, (iii) not commit or suffer any acts to be done at the Communications Facility or on the Premises in violation of any applicable law, regulation, permit or rule, and (iv) not use or allow the use by Licensee or its employees, contractors, subcontractors, consultants and engineers of the Communications Facility or Premises for any illegal purpose. Licensee shall, at its sole cost and expense, promptly repair any damage caused by the installation, operation, maintenance, repair and/or removal of the Communications Facility.

(D) Licensee shall not expand, modify and/or alter the Communications Facility (including, but not limited to, the addition of structures, co-location, or addition of uses, without submission of plans and specifications and Licensor's prior written approval of the submitted plans and specifications, such approval not to be unreasonably withheld, conditioned or delayed, provided that it shall not be unreasonable for Licensor to reject modifications that increase the structural load on the Tower and/or reduce the capacity, including wind loading capacity, of the Tower. Licensee shall be required to submit the plans and specifications in order to provide the Licensor with an opportunity to review, among other aspects, the aesthetic and visual nature of the modifications to the Communications Facility and, therefore, such plans and specifications shall describe and/or depict the Communications Facility in sufficient detail to provide that opportunity to Licensor, which shall be in Licensor's sole discretion. Specifically, plans and specifications shall describe and/or depict the type, shape, height, weight, wind-loading, structural analysis/capacity, elevation, distance to other structures on the Premises

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and streets adjoining the Premises, proposed means of access, and precise location of proposed additional or modified cables, wires, lines and other accessories, of and/or related to the Communications Facility, if applicable. All plans and specifications shall also sufficiently describe the screening and/or camouflage used to ensure that any modifications to the Communications Facility that require Licensor's consent do not detract from the appearance of the surrounding neighborhood. Moreover, if Licensee seeks to install a generator, plans and specifications shall describe and/or depict the precise location of the generator, measures included to reduce the noise of the generator and anticipated decibel levels of the generator once measures are implemented. The plans and specifications shall also describe and/or depict the color and composition of the modifications to the Communications Facility that require Licensor's consent, which color and composition shall compliment and blend into the Premises and surrounding community, to the extent reasonably feasible. Approvals under this Section shall not relieve Licensee of its obligation to obtain any and all Governmental Approvals and to comply with all applicable requirements of the City of Cape May.

(E) Prior to Licensee commencing any work modifying its equipment on the Tower which requires Licensor's consent, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower for such modification on the Tower by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("Structural Analysis Fee") within thirty (30) days following receipt of an invoice from Licensor.

(F) All equipment or other property attached to or otherwise brought onto the Premises by the Licensee shall at all times be removable personal property of Licensee, which are not fixtures, and must be removed by Licensee upon the expiration or earlier termination of this License. If Licensee fails to remove Licensee's equipment by the expiration date of this Agreement or the earlier termination date of this Agreement, if applicable, Licensee shall continue to pay Licensor a holdover rate as specified in Section 6 of this Agreement and Licensor may remove such equipment at Licensee's

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reasonable expense and bill Licensee. Such payment will be due upon receipt. All work to be performed on behalf of Licensee at the Premises that requires Licensor's consent will be by contractors approved by Licensor in writing, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall maintain such equipment and other property in accordance and compliance with all applicable laws.

(G) No cars, trucks, vans, building materials, equipment or other personal property shall be parked, stored or left outdoors except when Licensee's workers are actually performing maintenance or repairs. No such items or materials shall be parked, left or stored outdoors overnight.

(H) Subject to the terms of this Agreement, Licensee's permitted antennas on the Tower shall be limited to a maximum of nine (9) and be clearly identified on Exhibit A, which antennas may be replaced from time to time with like-for-like antennas that are the same or smaller in dimensions, weight and appearance. Licensee shall only be permitted to transmit/receive signals on its licensed frequencies which must be provided along with the BID. Subject to Licensee's strict compliance with Licensee's non-interference covenants to Licensor in Section 2 of this Agreement, Licensee shall have the right to add, change or modify the frequencies initially identified in BID upon written notice to Licensor, which notice shall, to the extent it relates to additional frequencies to be operated by Licensee at the Property, be accompanied by a copy of the FCC license(s) applicable to each such frequency evidencing that Licensee is the FCC licensee thereunder. At the expiration of the Term or any Renewal term of this License Agreement, as herein defined, or upon the sooner termination of this Agreement as herein provided, Licensee shall remove the Licensee Facilities from the Property and the Premises and shall restore the Premises to the same condition as existed on the Commencement Date (hereafter defined), except for the ordinary wear and tear and loss by casualty beyond Licensee's control. In addition, the Tower shall not be removed. In the event Licensee fails to do so, Licensor, at Licensee's sole cost and expense, shall have the right to perform all reasonable and necessary work to remove Licensee's Facilities and to restore the Property and Premises to the same condition as existing at the Commencement Date. Licensee shall pay Licensor's restoration and repair costs promptly upon receipt of an invoice and supporting documentation.

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(I) Licensee covenants to operate the Communications Facility in compliance with all applicable FCC rules and regulations, including FCC non-interference rules, and to comply with all applicable radio frequency emission standards adopted by the federal government pertaining to radio frequency emissions. Licensee acknowledges that the Tower, and the area surrounding the Tower, is currently being used to support municipal and public safety communications equipment and signals. Notwithstanding anything to the contrary herein, at no time may Licensee interfere with in any manner whatsoever, Licensor's operations on the Property.

In the event Licensee's use of the Tower or Premises interferes with radio or telecommunications of Licensor, upon telephonic notice from Licensor to Licensee at 609-884-9532, advising Licensee of such interference, Licensee must immediately correct and eliminate such interference including, immediately suspending operations (except for intermittent testing during Licensor approved time periods), while it attempts to correct and eliminate such interference. In the event Licensee fails to correct and eliminate such interference, Licensee's operations shall remain suspended until the interference is eliminated except for intermittent testing, however, during such suspension, Licensee's obligations to pay the License Fee shall continue.

As of the Effective Date (hereinafter defined), Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 **("Final Rule").** Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(J) In the event it is finally determined by a court of competent jurisdiction (with all appeals exhausted or the time within which to perfect having expired, although Licensor shall in no way be obligated to pursue any appeals) that Licensor does not possess the right, power or authority to license the Premises to the Licensee as provided in this Agreement, Licensor may cancel this Agreement. If any party brings an action or proceeding against Licensor claiming this Agreement is void, illegal, *ultra vires*

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or in any other manner unenforceable, Licensee shall, at its sole cost and expense, defend such action or proceeding and seek appropriate relief including stays of enforcement of lower court judgments, consistent with this Agreement. Licensor agrees to defend and hold Licensee harmless against title claims that the Property and/or the Tower do not belong to Licensor.

(K) In the event that the FCC makes a determination which is final and non-appealable or any other governmental agency with jurisdiction over the Licensed Premises or Communication Facilities determines, that the use, operation or maintenance of the Communications Facility within the Premises endangers or presents a risk to the public health, safety or welfare of surrounding property owners or residents of the City, upon and after notice from Licensor advising Licensee of such determination and the basis therefor, Licensee shall immediately correct and eliminate the matter or thing causing the risk to the public health, safety and/or welfare, which may include removal of the Communications Facility from the Premises. Upon Licensee's failure to correct and eliminate the danger or deleterious effect within a reasonable time after notice, either Licensor or Licensee may cancel this Agreement and the license granted hereunder upon thirty (30) days' notice to Licensee.

3. **TERM.** The term of this Agreement shall be for five (5) years commencing as of June 12, 2026 ("Commencement Date") and expiring at 11:59 p.m. on June 11, 2031 ("Initial Term"). As of the Commencement Date, any month-to-month tenancy under a Prior Lease shall be terminated.

4. **RENEWAL TERM.** Provided Licensor agrees and Licensee is not in default under this Agreement beyond the expiration of any cure period, this Agreement may be renewed for four (4) additional five (5) year terms (each an "Renewal Term") (the Initial Term and Renewal Terms are collectively referred to herein as the "Term"). The Renewal Terms will be upon the same terms and conditions which were in effect during the Initial Term except that the License Fee shall be adjusted as set forth herein. Licensee shall exercise its option to renew this Agreement, if at all, by providing Licensor with written notice that Licensee intends to exercise its option to renew no later than one hundred eighty (180) days prior to the then current Initial Term or Renewal Term, as the case may be.

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5. **TERMINATION AND SURRENDER**. If at any time during this Agreement the Premises becomes unsuitable for the Communications Facility due to: (a) governmental regulations; (b) signal interference not caused by Licensee; (c) interference with Licensee's operations that cannot be resolved; (d) destruction of the Premises resulting in same becoming unusable, Licensee shall first send to Licensor notice of its intention to terminate this Agreement and specifically state the reasons therefor; or (e) Hazardous Materials (as defined below) on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use. The parties shall attempt to resolve the matters creating the unsuitability for forty-five (45) days. If, after such forty-five (45) day period the parties are unable to resolve the issues or items which caused the Premises to become unsuitable for Licensee's wireless communications system operations, Licensee may terminate this Agreement by notice to Licensor, which termination shall be effective no sooner than thirty (30) days after such notice is received by Licensor. At the end of such thirty (30) day period, this Agreement shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the Term, except that all of Licensee's liabilities and obligations existing prior to the date of termination shall survive such termination. At the expiration or earlier termination of this Agreement, Licensee shall remove the Communications Facility from the Premises and the Premises and surrender to Licensor the Premises and fixtures, if any, except Licensee's trade fixtures and equipment that Licensee is required or entitled to remove by reason of express provisions of the License, in good condition, except for ordinary wear and tear and damage beyond Licensee's control (or loss by casualty beyond Licensee's control). In the event Licensee fails to do so, Licensor, at Licensee's sole cost and expense, shall have the right to perform all reasonable and necessary work to remove the Communications Facility and to restore the Premises and Premises to the same condition as existing on the Commencement Date. Licensee shall pay Licensor's reasonable restoration and repair costs promptly upon receipt of an invoice and supporting documentation.

Licensee's trade fixtures and trade equipment installed on the Premises shall not be deemed part of the Premises, and Licensee may remove them at its own expense at or before the expiration or earlier termination of this License. Licensee shall repair all damage to the Premises resulting

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from or caused by the removal of trade fixtures and trade equipment or other property of Licensee. If Licensee fails to repair such damage, Licensor may elect to repair the damage, and Licensee shall, on demand, pay to Licensor the reasonable cost of those repairs.

If Licensee fails to remove its trade fixtures and trade equipment by the date this Agreement expires, Licensor may then elect to retain such trade fixtures and trade equipment that Licensee does not remove or may remove them and either store or dispose of them in any manner. Title to any property that Licensor elects to retain shall vest in Licensor at the time of the election to retain it. Licensee shall, on demand, pay to Licensor the reasonable expense of removing, storing and disposing of the property Licensor elects to treat in such manner. Licensor may exercise a separate option to retain, store, or dispose of each such item or all items, or groups of items, and the election made for any one item or group of items may differ from that made for other items or groups of items.

6. **HOLDING OVER.** Licensee acknowledges the extreme importance to Licensor that occupancy of the Premises be surrendered at the expiration or sooner termination of this License. Licensee agrees to and shall indemnify and save Licensor harmless against any and all reasonable costs, claims or liabilities directly or indirectly resulting from delay by Licensee in so surrendering the Premises, including, without limitation: (i) any claims made by any succeeding licensee founded on such delay; (ii) any expenses or losses incurred by Licensor due to the cancellation or modification of a new license with a succeeding licensee for the succeeding term; and (iii) any other extra expenses incurred in reletting the Premises. In no event shall any provision hereof or otherwise be construed as permitting Licensee to hold over in occupancy of the Premises beyond the expiration or termination of the Term hereof. Holdover tenancy is expressly prohibited. The rights and obligations hereunder shall continue after the termination or expiration of this License.

7. **LICENSE FEE.**

(A) Licensee will pay to Licensor an annual license fee for the first year of the Term of fifty thousand and no/100 Dollars ($50,000.00) ("License Fee"). The License Fee shall be payable in annual installments of fifty thousand and no/100 Dollars ($50,000.00). Licensee shall continue to pay Licensor the License Fee on or before each anniversary of the Commencement Date. The License Fee shall be increased

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on each anniversary of the Commencement Date (including any additional years should this Agreement be renewed) by an amount equal to (a) the prior year's final Consumer Price Index data (Northeast Region Index) or (b) 3%, whichever is greater. The initial License Fee payment will be forwarded by Licensee to Licensor within thirty (30) days after the Commencement Date.

(B) In the event Licensee fails to pay the License Fee within ten (10) days of when due and payable, Licensee shall be assessed a late charge of ten percent (10%) of the amount of License Fee then due, payable immediately as an additional fee.

(C) Licensor hereby agrees to provide to Licensee with a complete and fully executed Internal Revenue Service Form W-9 ("W-9"), or equivalent, for any party to whom License Fee payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, Licensor agrees to provide updated W-9 or equivalent. The License Fee Documentation shall be provided to Licensee in accordance with the provisions of and at the address given in Section 25.

(D) Within sixty (60) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall provide to Licensee the W-9 in the manner set forth in the preceding sub-section. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Licensee, any assignee(s) or transferee(s) of Licensor agrees to provide an updated W-9.

8. **CONDITION OF PREMISES.** Promptly after completing any construction, alterations or additions upon the Premises in compliance with the terms and conditions herein, Licensee shall restore the Premises and any affected area of the Premises to the condition as existed upon execution of this Agreement, except for the alterations or additions themselves. Upon termination or expiration of this Agreement, Licensee shall restore the Premises to the same condition as existed on the Commencement Date, reasonable wear and tear (or loss by casualty beyond Licensee's control) excepted.

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9. **WARRANTY OF TITLE AND RIGHT TO GRANT LICENSE.**

(A) Licensor represents that Licensor owns the Property in fee simple.

(B) Licensor represents that, to the best of its knowledge, as of the Effective Date, the Property are unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Licensee's use and enjoyment of the Premises under this License.

10. **MAINTENANCE AND REPAIRS.** Licensee shall perform all repairs necessary to keep the Premises and its improvements within the Premises in good repair and condition and in compliance with all applicable governmental, municipal and administrative laws, ordinances, codes, rules and regulations. Licensor must provide Licensee written notice at least 6 months in advance of any repairs, maintenance, or other work (the "Work") during the Term that would require the temporary relocation of the Communications Facility. Licensee agrees that the Work will not limit or interfere with the Permitted Uses. If necessary to maintain service, as determined by Licensee, Licensee shall have the right to locate a temporary communications facility (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Licensor shall cooperate with the placement of the temporary facility at a mutually acceptable location. The relocation of the Communications Facilities shall be performed exclusively by Licensee or its agents, and Licensee shall have the right to reinstall the Communications Facility immediately upon the completion of the Work. Licensee or its designee shall have the right to accompany Licensor or its agents or contractors whenever the Work is being performed on the Premises. Licensee shall have the right to abate Rent for the period of time that the Communications Facilities are not operational due to the Work. Licensee shall abide by all FCC requirements, including power reductions if necessary, while work on the Tower is being performed on behalf of Licensor and any other users of the Tower subject to Licensor providing Licensee reasonable telephonic notice at 877-611-5868 of such work. Licensor agrees to use commercially reasonable efforts to minimize any inconvenience, possible loss or expense to Licensee. At all times during the Term, Licensee shall cooperate with other parties using space on the Tower and/or Property.

11. **UTILITIES.** Licensee will pay for all utilities used by it at the Licensed Space and shall have a separate meter installed at its sole cost and expense. Licensor will, at no cost to Licensee, reasonably cooperate with Licensee, and any utility company providing utility services to Licensee, to

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establish a non-exclusive utility route in a mutually agreeable location on the Property for the purpose of installing, operating and maintaining such lines, wires, and conduits, as necessary in order to provide such services to the Premises.

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12. **LICENSEE'S DEFAULT; RIGHT TO CURE; NO WAIVER.**

(A) Each of the following shall be deemed a default by Licensee and a breach of this Agreement:

(i) Non-payment of any installment of the License Fee, including any adjustments in said License Fee as required or permitted hereunder within ten (10) days of the due date;

(ii) Failure to perform any other obligation or covenant for a period of thirty (30) days after receipt of such notice from Licensor specifying the failure. If such failure of performance is one which cannot with due diligence be cured within such thirty (30) day period, such failure of performance shall not be deemed a default if Licensee shall have commenced good faith efforts to rectify the same within said thirty (30) day period and provided further that such efforts shall be prosecuted to completion with reasonable diligence, but in no event shall any cure period be more than ninety (90) days.

(iii) Any vacating or abandonment of the Premises by Licensee, during which Licensee is not operating its Communications Facility, for more than three (3) consecutive months unless ordered to do so by a duly authorized legal authority or for other cause beyond Licensee's reasonable control.

(B) The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the License Fee hereunder by Licensor shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant or condition of the License, other than the failure of Licensee to pay the particular License Fee so accepted, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such License Fee. No covenant, term or condition of this License shall be deemed to have been waived by Licensor unless such waiver is in writing by Licensor.

(C) All covenants and agreements to be performed by Licensee under any of the terms of this License shall be performed by Licensee at Licensee's sole cost and expense and without any

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abatement of License Fee. If Licensee fails to cure a default within the time period described above, Licensor may, without waiving or releasing Licensee from any obligations of Licensee, reasonably and in good faith make any such payment or perform any such other act on Licensee's behalf. All sums so paid by Licensor and all necessary incidental costs together with interest thereon at the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest rate permitted by applicable laws from the date of such payment by Licensor shall be payable to Licensor on demand, as an additional license fee, and Licensee hereby covenants to pay any such sums. But, the payment of such interest and sums shall not excuse or cure any default by Licensee under this License.

13. ASSIGNMENT AND SUBLETTING.

(A) Licensor may assign this Agreement upon written notice to Licensee, subject to its assignee assuming all of Licensor's obligations herein.

(B) Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Licensor; provided, however, that Licensee may without any approval or consent of Licensor assign its interest to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, provided that any such assignee expressly agrees in writing to assume all of Licensee's obligations and liabilities hereunder. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. TRANSFER BY LICENSOR. Any good faith transfer of the Premises by Licensor or Licensor's successors shall relieve Licensor of all liability with respect to the performance or observance of any other covenants or conditions imposed on Licensor by this License not then accrued, provided that the transferee shall have expressly assumed and agreed to be bound by all of the covenants

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and conditions made on the part of Licensor, which are to be observed or performed on or after the date of transfer.

15. **REAL PROPERTY TAXES AND ASSESSMENTS.** Licensee shall pay during the term of this Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other taxes or assessments issued by the governing entity (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Agreement by any governmental agency or entity on or against the Premises and Licensee's personal property located on or in the Premises. Licensor shall provide prompt and timely notice of any tax assessment for which Licensee is liable within fifteen (15) days of Licensor's receipt. Licensee acknowledges that the Property, of which the Premises forms a part, is at present exempt from real property taxation because Licensor is a tax exempt entity.

Licensor and Licensee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Licensor or Licensee at the Premises. Licensee acknowledges that the Premises, of which the Premises forms a part, are at present exempt from real property taxation because Licensor is a tax exempt entity. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Premises. Nothing in this Paragraph shall be construed as making Licensee liable for any portion of Licensor's income taxes in connection with any Property or otherwise.

Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. Licensor shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment if Licensor received any such payment from

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Licensee.

16. **INDEMNIFICATION.** Except to the extent caused by the gross negligence or willful misconduct of Licensor, its employees, agents, representatives, volunteers, contractors, subcontractors, licensees and invitees (individually and collectively referred to as the **"Indemnified Parties"),** Licensee shall defend, indemnify and hold harmless the Indemnified Parties from all expenses, fines, liens, claims, demands, penalties, damages, and liabilities (including (i) reasonable attorneys' fees, including without limitation those at trial, and on appeal or review and (ii) reasonable consultant fees and expenses) to the full extent such arise from or are related to Licensee's, its employees, representatives, agents, contractors, subcontractors and invitees' (collectively referred to in this Section 16 as the **"Licensee Parties")** use and/or occupancy of the Premises, Licensee Parties' acts and/or omissions and/or Licensee's breach of this Agreement. Licensee's obligations under this Section 16 include, but not limited to, claims of all Licensee's employees, licensees, invitees, agents, contractors and subcontractors. Except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties, Licensee's obligations under this Section 16 shall also include claims for injuries to persons or property, and other property owned by Licensor; and the following claims arising from Licensee's acts or omissions, including trespass, nuisance, all federal, state and local taxes due and payable by Licensee, workers' compensation insurance and assessments, assessments and penalties for environmental damages and fire suppression costs. Licensee shall indemnify and hold harmless the Licensor from the consequences of all activities of the Licensee Parties on the Premises. Licensee shall, at Licensee's own cost and expense, defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Licensor on any such claims described in this Section and shall pay or satisfy any judgment, decree or settlement arising therefrom. This Section shall survive the termination of this Agreement.

17. **ASSUMPTION OF RISK, WAIVER and LICENOR'S NON- LIABILITY.**

To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee assumes any and all risk of loss, damage or injury of any kind to Licensee, Licensee's employees, licensees, invitees, agents, contractors and subcontractors or property of Licensee, Licensee's employees,

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licensees, invitees, agents, contractors and subcontractors that is on or about the Premises. To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects, including failure to maintain or repair the Premises, and accident, fire or other casualty associated with the same. To the maximum extent allowed by law, except for Licensor's gross negligence or willful misconduct, Licensee hereby waives all claims and demands against Licensor, its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Licensee sustained by Licensee or any person claiming to be Licensee resulting from any occurrence on or about the Premises.

18. **LICENSEE INSURANCE.** Licensee and each and every one of its contractors and subcontractors while working hereunder shall provide the City of Cape May with certificates of insurance before this Agreement is signed by the City. Such parties shall carry the following:

(A) Workers' Compensation and Employer's Liability Insurance – covering all of the Employer's employees directly engaged in the performance of this Agreement. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than $1,000,000 each accident/disease/policy limits.

(B) Commercial General Liability Insurance Including Completed Operations and Contractual Liability Insurance with limits of not less than $3,000,000 per occurrence and in the aggregate for bodily injury or property damage, including coverage for explosion, collapse, contractual liability and underground (XCU) hazards.

(C) Certificates of Insurance for items listed above must be filed with the Engineer and Licensor upon execution of this Agreement and upon written demand by the City of Cape May.

(D) Coverage shall remain in force throughout the term of this Agreement.

(E) Contractors and subcontractors shall be required by the Licensee to provide substantially the same insurance with substantially the same limits. Licensee shall not allow any contractor

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or subcontractor to commence work until all similar insurance required of the contractor or subcontractor has been so obtained and approved. Approval of the insurance by the Licensor shall not relieve or decrease the liability of the contractor or subcontractor hereunder.

(F) For claims arising out of Licensee's operations, negligent acts, or willful misconduct, Licensee's required insurance coverage shall be primary insurance with respect to this Agreement and any coverage maintained by Licensor, its directors, officials, officers, employees, licensees, contractors, volunteers and agents.

(G) All required liability insurance shall include the City of Cape May, including all elected and appointed officials, all employees and volunteers, all boards, and commissions as additional insureds.

19. WARRANTIES AND REPRESENTATIONS.

(A) Neither Licensor nor Licensor's agents have made any representations or promises with respect to the Premises or the Premises concerning this Agreement, except as herein expressly set forth. Licensor has not made and does not make any representation that the Premises is suitable for the conduct of Licensee's business or that the Premises may be used for the use and purposes set forth herein, the Licensee is relying upon its own knowledge and investigation with regard thereto. **LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PREMISES, BUILDING AND THE TOWER. LICENSEE, AS OF THE COMMENCEMENT DATE OF THIS AGREEMENT, HEREBY ACCEPTS THE PREMISES, BUILDING AND TOWER "AS IS, WHERE IS, WITH ALL FAULTS.**

(B) The individuals executing this Agreement on behalf of their respective parties have been duly authorized to do so.

(C) Neither party has dealt with nor is any brokerage commission due to any broker in connection with the License.

20. INSPECTION RIGHTS. Notwithstanding any other provision of this License to the contrary, Licensor shall have the right to inspect Licensees' equipment, upon reasonable notice, in a

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manner so as not to interfere unreasonably with the conduct of Licensee's business and so long as a representative of Licensee is present, in order to investigate the possibility of any environmental condition or environmental noncompliance at, upon, about or under the Property. Licensor may exercise this right at its sole discretion.

21. LICENSOR'S RIGHT TO ENTRY. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property on the Property and which requires entry onto the Premises, Licensor may enter the Premises and take actions as are reasonably required to protect individuals or personal property from immediate threat of substantial harm or damage; provided that promptly after the entry (and in no event later than 48 hours), Licensor gives notice to Licensee of Licensor's entry onto the Premises. Furthermore, Licensor shall make a good faith effort to provide Licensee with advance notice of such entry.

22. CONDEMNATION and CASUALTY.

(A) CONDEMNATION. If, during the term hereof, there shall be a "taking" by a public authority under the power of eminent domain, then this License shall cease and terminate as to the date actual physical possession thereof shall be taken. A "taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Licensee's business therein.

(B) CASUALTY. In the event of damage by fire or other casualty to the Tower or a portion of the Premises, through no fault of Licensee, that cannot reasonably be expected to be repaired within ninety (90) days following same or, if the Property is damaged by fire or other casualty, through no fault of Licensee, so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than ninety (90) days, then Licensor or Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement upon thirty (30) days prior written notice to Licensor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect

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to payments due to the other under this Agreement. Notwithstanding the foregoing, the License Fees shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

23. CONSTRUCTION LIEN. Licensee shall not suffer or permit any construction liens to be filed against the Premises or any other property of Licensor, including the Tower or any part thereof by reason of work, labor, or materials requested and supplies requested by Licensee. If a Notice of Unpaid Balance and Right to File Lien shall at any time be filed against the Property, Licensee shall cause it to be promptly removed.

24. COMPLIANCE WITH LAW. Licensee shall at all times use the Premises in a lawful manner and comply with all governmental laws, rules, regulations, and orders applicable to Licensee's use of the Premises, including all FCC rules and regulations pertaining to the Tower and equipment space. Licensee's permitted use is contingent upon maintenance of all FCC permits.

25. CITY LAWS. This License is subject to federal, state, county and municipal laws, including public bidding requirements. Any proceedings arising out of this License shall be brought solely in New Jersey Superior Court in Cape May County, New Jersey.

26. NOTICES. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and served personally or sent by prepaid, first-class mail or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated three (3) business days from the time of mailing if mailed as provided in this Section.

If to Licensor: City of Cape May c/o
City Clerk
643 Washington St
Cape May8, NJ 08204

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With a copy to: Solicitor for the City of Cape May

Gillin-Schwartz Law
1252 NJ Rt-109
Cape May, NJ 08204
Attn.: Christopher Gillin-Schwartz, Esquire

If to Licensee: T-Mobile USA, Inc.
12920 SE 38th St
Bellevue, WA 98006

Lease Compliance/1CM9689A

With a copy to:

27. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal and unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal, or unenforceable provision were not contained herein, provided, however, that if the invalid, illegal or unenforceable provision goes to the heart of this Agreement, the Agreement may be terminated by either party on ten (10) days' prior written notice to the other part hereto.

28. **TITLE INSURANCE.** Licensee may obtain title insurance on its interest in the Premises. Licensor shall reasonably cooperate, at Licensee's expense, by executing documentation required by the title insurance company.

29. **RF EMISSIONS; HAZARDOUS MATERIALS.**

(A) If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other applicable federal governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Communications Facility which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to promptly comply with same. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF

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Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. Licensor, however, shall not request an engineering evaluation or other power density study be performed more than one time each year. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower do not comply with MPE limits, then Licensee and Licensor, each for itself, shall promptly take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE.

(B) Licensee and Licensor each agree that it will not, and will not allow any party acting on its behalf or at its direction, to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Licensor represents that, to the best of its knowledge, without the duty of inquiry, neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Licensor and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this sub-section. As used in this sub-section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

30. **RIGHT TO TERMINATE.** Notwithstanding anything to the contrary contained herein, if it is determined by a federal, state and/or local regulatory agency having jurisdiction, that termination is in the public interest because of a threat to the public safety, health or welfare, Licensor may terminate this Agreement upon at least one hundred eighty (180) days' prior written notice by Licensor to Licensee. Notwithstanding the foregoing, this License shall not be terminable by Licensor under this

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provision because another licensee or use of the Premises would offer greater financial gain.

31. **AMENDMENT; WAIVER.** No revision of this Agreement shall be valid unless in writing and signed by an authorized agent of each respective party. No provision may be waived except in writing signed by the party to be charged with such waiver.

32. **BIND AND BENEFIT.** All the conditions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

33. **RIGHTS AND REMEDIES CUMULATIVE.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by that party, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

34. **LEGAL ACTION.** In addition to any other rights or remedies, any party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

35. **ATTORNEYS' FEES.** If any party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

36. **ENTIRE AGREEMENT.** This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

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IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

LICENSOR:

CITY OF CAPE MAY,
a municipal corporation

By: _____

Printed Name: _____

Date: _____

LICENSEE:

T-Mobile Northeast LLC,
a Delaware limited liability company

DocuSigned by:
Bob Vorlicek
By: 986A7DD94004455

Printed Name: Bob Vorlicek

Date: 7/16/2026

TMO Signatory Level:L04/L05
NLG-128452

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ACKNOWLEDGEMENTS

State of New Jersey)
) ss.:
County of Cape May)

On the___day of_____ in the year 20____, before me, the undersigned, personally appeared _personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

State of)
) ss.:
County of)

On the___day of_____ in the year 20 ___, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

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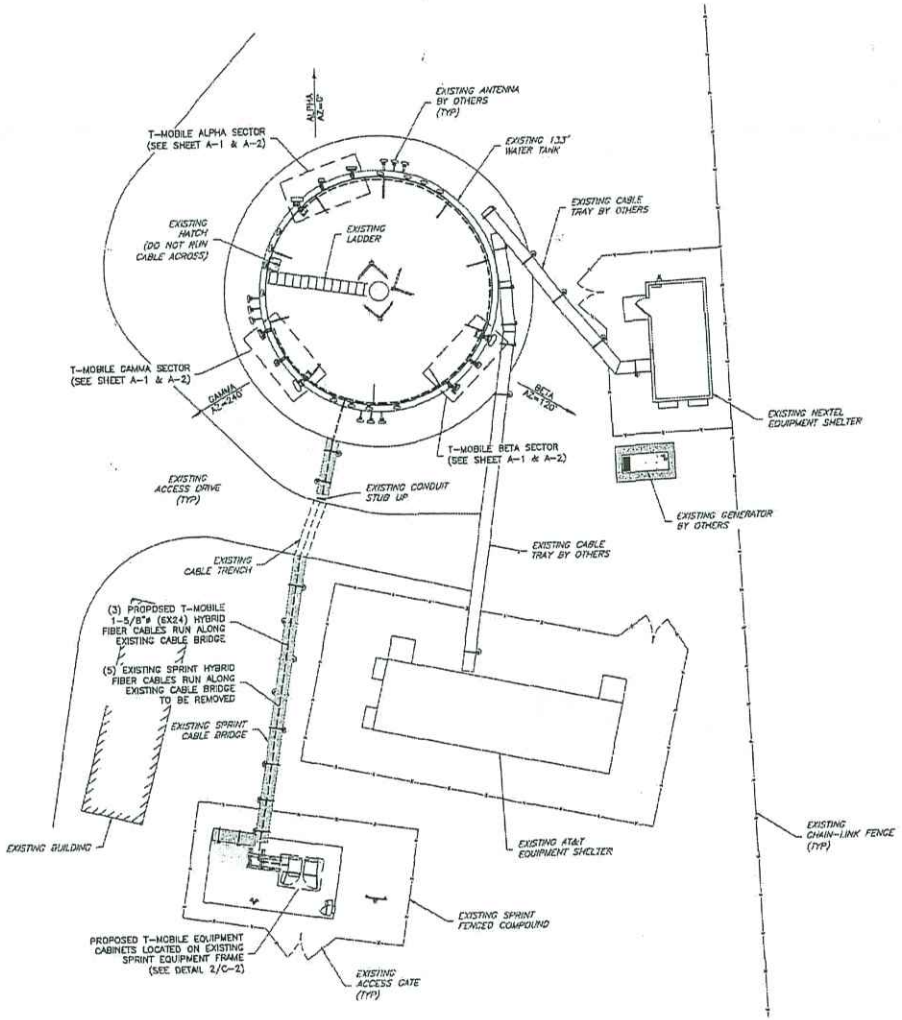
EXHIBIT A

Lease Area

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NOTE:
CABLES TO GAMMA SECTOR MUST BE RAN IN THE NORTH WEST DIRECTION.
CABLES TO ALPHA AND BETA SECTORS MUST BE RAN IN THE NORTH EAST DIRECTION AROUND TO TANK IN ORDER TO PREVENT CABLES FROM BLOCKING HATCH AND LADDER.

TRUE NORTH



1 / C-1 COMPOUND PLAN
SCALE: 1" = 10' (22X34)
SCALE: 1" = 20' (11X17)

GRAPHIC SCALE
0 5 10 20 40
1 INCH = 10 FEET (22X34)
1 INCH = 20 FEET (11X17)

811 Know what's below. Call before you dig.

NEW JERSEY ONE CALL SYSTEM, INC. 1-800-272-1000 STOP! CALL BEFORE YOU DIG!
NEW JERSEY LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO ANY EARTH MOVING ACTIVITIES

ENGINEERING FIRM
NB+C TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
1717 DENTRY PARKWAY WEST
VENA 17, SUITE 400
BLUE BELL, PA 19422
(267) 469-0122

APPLICANT
Sprint
NOW APART OF T-Mobile
475 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

SITE INFORMATION
1CM9689A
KEEP CITY OF CAP MAY
PL54XC654
830 CANNING HOUSE LN
CAPE MAY, NJ 08204
CITY OF CAPE MAY
CAPE MAY COUNTY

DESIGN RECORD
REVISIONS

REV	DATE	DESCRIPTION	BY
1	09/09/21	ISSUED FOR PERMITTING	AND
0	02/18/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP
STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA28221600 EXP 09/31/22

ENGINEER
KRUPAKARAN KOLANDAIVELU, P.E.
STATE OF NEW JERSEY
PROFESSIONAL ENGINEER
LICENSE #24GE04945200

SHEET TITLE
COMPOUND PLAN

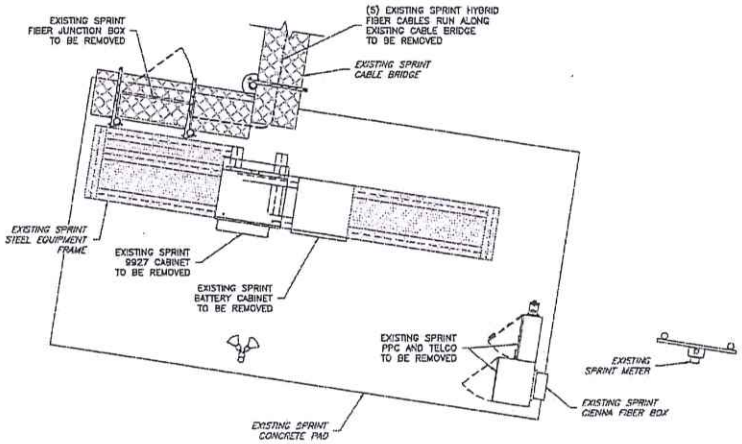
SHEET NUMBER
C-1

LAST PLOTTED: 09/8/2021 1:37 PM

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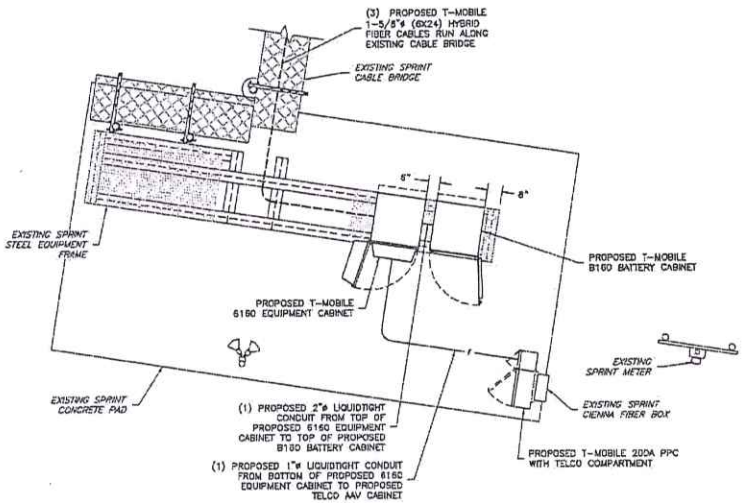
NOTES:
1. EXISTING FIBER DISTRIBUTION BOX TO BE REMOVED IF NOT NEEDED FOR NEW HYBRID CABLES

TRUE NORTH



1 C-2 EXISTING EQUIPMENT PLAN
SCALE: 3/8" = 1' (22X34)
SCALE: 3/16" = 1' (11X17)

GRAPHIC SCALE
0 2 4 8
3/8 INCH = 1 FOOT (22X34)
3/16 INCH = 1 FOOT (11X17)



2 C-2 PROPOSED EQUIPMENT PLAN
SCALE: 3/8" = 1' (22X34)
SCALE: 3/16" = 1' (11X17)

GRAPHIC SCALE
0 2 4 8
3/8 INCH = 1 FOOT (22X34)
3/16 INCH = 1 FOOT (11X17)

ENGINEERING FIRM

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
VEVA 17, SUITE 403
BLUE BELL, PA 19422
(267) 460-0122

APPLICANT

Sprint
NOW APART OF T-Mobile
475 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

SITE INFORMATION

1CM9689A
KEEP CITY OF CAP MAY
PL54XC654
830 CANNING HOUSE LN
CAPE MAY, NJ 08204
CITY OF CAPE MAY
CAPE MAY COUNTY

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
1	05/06/21	ISSUED FOR PERMITTING	AHD
0	02/19/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP

STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA28226400 EXP 08/31/23

ENGINEER

KRUPAIKARAN KOLANDAIVELU, P.E.
STATE OF NEW JERSEY
PROFESSIONAL ENGINEER
LICENSE #24GE04045200

SHEET TITLE

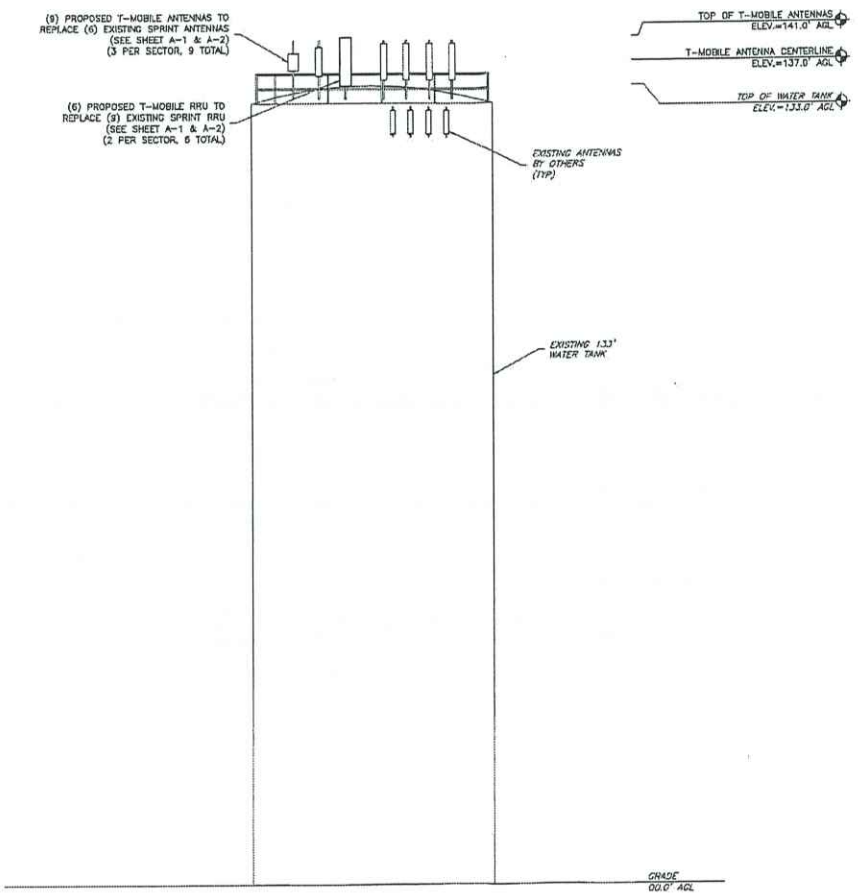
EQUIPMENT PLANS

SHEET NUMBER

C-2

LAST PLOTTED: 05/6/2021 1:37 PM

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1 / C-3 ELEVATION
SCALE: 1" = 10' (22X34)
SCALE: 1" = 20' (11X17)

GRAPHIC SCALE
10 0 5 10 20 40
1 INCH = 10 FEET (22X34)
1 INCH = 20 FEET (11X17)

GENERAL ANTENNA NOTES

1. ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR IS TO COORDINATE AND VERIFY THE PROPOSED DOWNTILTS WITH T-MOBILE MANAGER PRIOR TO CONSTRUCTION.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0.0'. (EXISTING GRADE)
3. CHECK WITH RF ENGINEER FOR LATEST ANTENNA TYPE & AZIMUTH.
4. CONTRACTOR SHALL VERIFY ANTENNA TYPE AND AZIMUTH WITH CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
5. ALL CABLE LENGTHS ARE ESTIMATED AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
6. COLOR TAPE MARKINGS MUST BE 3/4" WIDE AND UV RESISTANT, SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE.
7. CONTRACTOR SHALL COORDINATE COLOR CODINGS IN THE FIELD WITH T-MOBILE REPRESENTATIVE.
8. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL & MOUNT ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES. THE OWNER'S AGENT SHALL FURNISH A CERTIFICATION LETTER SEALED BY A REGISTERED PROFESSIONAL ENGINEER STATING THAT THIS STRUCTURAL ANALYSIS WAS PREPARED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

LAST PLOTTED: 05/06/2021 1:38 PM

ENGINEERING FIRM

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
1277 SENTRY PARKWAY WEST
VENTA 17, SUITE 409
BLUE BELL, PA 19422
(267) 460-8122

APPLICANT

Sprint
NOW APART OF T-Mobile
475 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

SITE INFORMATION

1CM9689A
KEEP CITY OF CAP MAY
PL54XC654
830 CANNING HOUSE LN
CAPE MAY, NJ 08204
CITY OF CAPE MAY
CAPE MAY COUNTY

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
1	06/05/21	ISSUED FOR PERMITTING	AMD
0	02/19/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP

STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA28228400 EXP 08/31/22

ENGINEER

KRUPAKARAN KOLANDAIVELU, P.E.
STATE OF NEW JERSEY
PROFESSIONAL ENGINEER
LICENSE #24GE04945200

SHEET TITLE

ELEVATION

SHEET NUMBER

C-3

Docusign Envelope ID: C17E7CAA-6D43-871B-80FC-F3FD9A8A4D7C

ISSUED FOR PERMITTING ONLY

ANTENNA SCHEDULE

SECTOR	STATUS	TECHNOLOGY				ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA DIMENSIONS (HxWxD)	RAD CENTER	AZIMUTH	ELEC DOWNTILT	MECH DOWNTILT	RRU QUANTITY & MODEL	TMA/DIPLEXER QUANTITY & MODEL	CABLE QUANTITY & TYPE	CABLE LENGTH
A1	PROPOSED	L700 / L600 / N600	L700 / L600 / N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	0°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+B85 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"ø (6x24) HYBRID CABLE	250'±
A2	PROPOSED	L2100	L2100	G1900 / L1900	G1900 / L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	0°	2°/2°/2°/2°	0°	-	-		
A3	PROPOSED	L2500+N2500		L2500+N2500		ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	0°	2°/2°	0°	-	-		
B1	PROPOSED	L700 / L600 / N600	L700 / L600 / N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	120°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+B85 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"ø (6x24) HYBRID CABLE	250'±
B2	PROPOSED	L2100	L2100	G1900 / L1900	G1900 / L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	120°	2°/2°/2°/2°	0°	-	-		
B3	PROPOSED	L2500+N2500		L2500+N2500		ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	120°	2°/2°	0°	-	-		
C1	PROPOSED	L700 / L600 / N600	L700 / L600 / N600	L1900	L1900	RFS	APXVAALL24_43-U-NA20	95.90"x24.00"x8.50"	137.00'	240°	2°/2°/2°/2°	0°	(1) PROPOSED 4449 B71+B85 (1) PROPOSED 4415 B25	-	(1) PROPOSED 1-5/8"ø (6x24) HYBRID CABLE	250'±
C2	PROPOSED	L2100	L2100	G1900 / L1900	G1900 / L1900	ERICSSON	AIR32 KRD901146-1_B66A_B2A	56.60"x12.90"x8.70"	137.00'	240°	2°/2°/2°/2°	0°	-	-		
C3	PROPOSED	L2500+N2500		L2500+N2500		ERICSSON	AIR6449_B41	33.00"x20.60"x8.60"	137.00'	240°	2°/2°	0°	-	-		

NOTES:
1. PLANS PREPARED PER RF SHEET DATED 12/28/2020. CONTRACTOR TO VERIFY PROPOSED ANTENNA INFORMATION IS THE MOST CURRENT DATA AT TIME OF CONSTRUCTION.
2. CONTRACTOR TO CONFIRM CABLE LENGTHS PRIOR TO CONSTRUCTION.

1 / A-1 ANTENNA CONFIGURATION SCHEDULE
NOT TO SCALE

ENGINEERING FIRM

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
VEVA 17, SUITE 400
BLUE BELL, PA 19422
(267) 460-0122

APPLICANT

Sprint
NOW A PART OF T-Mobile
475 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

SITE INFORMATION

1CM9689A
KEEP CITY OF CAP MAY
PL54XC654
830 CANNING HOUSE LN
CAPE MAY, NJ 08204
CITY OF CAPE MAY
CAPE MAY COUNTY

DESIGN RECORD

REVISIONS

REV	DATE	DESCRIPTION	BY
1	05/05/21	ISSUED FOR PERMITTING	AMD
0	02/19/21	PRELIMINARY CDs	TR

PROFESSIONAL STAMP

STATE OF NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA28226400 EXP 06/21/22

ENGINEER

KRUPAKARAN KOLANDAIVELU, P.E.
STATE OF NEW JERSEY
PROFESSIONAL ENGINEER
LICENSE #24GE04945200

SHEET TITLE

ANTENNA SCHEDULE

SHEET NUMBER

A-1

LAST PLOTTED: 05/6/2021 1:38 PM

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

RESOLUTION NO. 287-07-2026

RESOLUTION APPROVING PARKING LOT USE AGREEMENT WITH 106 DECATUR REALTY LLC AND 19 JACKSON STREET, INC. ("THE CRICKET CLUB")

WHEREAS, pursuant to the 2019 Master Plan Reexamination for the City of Cape May, one of the goals and objectives is to continue to explore the feasibility of centralized and satellite parking and expanding parking supply; and

WHEREAS, pursuant to Ordinance No. 605-2026, the City of Cape May has established a standardized process for entering into Parking Lot Use Agreements with private property owners. These agreements allow private parking lots to be utilized as public parking areas during off-hours when such spaces are not required for private use (§ 7-45.12 of the City Code); and

WHEREAS, in accordance with § 7-45.12 of the City Code, the City intends to enter into a new Parking Lot Use Agreement with 106 Decatur Realty LLC and 19 Jackson Street, Inc. (the owner and operator of the property commonly known as "Cricket Club") for the use of the parking lot located at 106 Decatur Street, Cape May, for the 2026 season, to provide additional public parking opportunities within the City; and

WHEREAS, both the City and Cricket Club have agreed to terms set forth in the Use Agreement attached hereto as EXHIBIT A and incorporated herein by reference. The term of the Agreement will begin upon execution and extend until December 31, 2026. The lot will be made available for public parking through the City's Park Mobile program and with revenue to be divided between the parties (20% to the City / 80% to the owner); and

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

1. The averments of the preamble are incorporated by reference.

2. The Cape May City Council hereby approves the Use Agreement between the City of Cape May and 106 Decatur Realty LLC and 19 Jackson Street, Inc. attached hereto as EXHIBIT A and incorporated herein by reference. The Mayor, City Clerk, and all other appropriate City Officials are hereby authorized to take all steps necessary to execute the Agreement and give effect to this Resolution.

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

I, Brian Turner, Deputy 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 July 21, 2026.

_____

Brian Turner, Deputy City Clerk

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

cc: CFO; City Manager; Cricket Club

PARKING LOT USE AGREEMENT

This agreement is dated July 17th, 2026 between the CITY OF CAPE MAY (the City) and the 106 DECATUR REALTY LLC (the Owner) and 19 JACKSON STREET, INC. (the tenant/licensee/operator)(collectively referred to as the "Cricket Club") for use of the Cricket Club parking lot located at 106 Decatur Street, Cape May, New Jersey 08204 and known as Block 1041, Lot 14 on the Official Tax Map of the City of Cape May (referred to herein as "the Lot"). The arrangements we have agreed to and the rights and obligations of the parties with the respect to the lot are as follows:

1. Use of Parking Lot. 106 Decatur Realty LLC is the owner of the underlying property and leases the premises to 19 Jackson Street Inc. which operates the business known as the Cricket Club. The hours of operation for the bar and restaurant begin after 3PM. The City shall have use of a portion of the parking lot consisting of seventeen (17) parking spaces on the south side of the Cricket Club building for daily public parking (referred to herein as "the Lot"). The Lot is located along Decatur Street and there is one entrance to the lot.

2. Permitted Days and Times. The City shall have use of the Lot for public parking from 10AM to 3PM daily. During the term of this agreement, the City and the Cricket Club will continue to coordinate and update one another on the anticipated use of the Lot.

3. Term. The City's use of the Lot shall begin upon execution of this agreement and end on December 31, 2026 (the Term). This agreement will not automatically renew or "roll over" at the conclusion of the Term. Cricket Club and the City will not enter into a new agreement until both parties have met or spoken, reviewed, and agreed upon the specifics of a new agreement and the same is adopted by further Resolution of City Council. Notwithstanding the above, either party may terminate this agreement for any reason, or no reason, upon thirty (30) days prior written notice to the other party.

4. Fee. The rate for parking at this lot shall be $5.00 per hour. During the Term of this agreement, Cricket Club consents and agrees to the City designating the Lot as public parking for use by the general public through the City's Park Mobile program. The City will be responsible for all necessary signage, collection, and enforcement of the same. The revenue generated by the Lot will be divided as follows: The City will retain 20% of all Park Mobile revenue generated from the Lot to cover administrative costs and Cricket Club will receive the balance of 80%. The City will provide reports on a monthly basis of parking revenue from the Lot and pay the percentages set forth herein after the City receives payment for the same from Park Mobile. Notwithstanding the above, to the extent the City or Cricket Club intends to utilize the Lot for its own purposes, parking passes will be utilized during these events so that permitted vehicles are known to parking enforcement personnel. The City reserves discretion and authority to determine the duration and cost for metered parking at the Lot. For the avoidance of any doubt, the licensing provisions pertaining to parking lots shall be inapplicable to this City Use Agreement under Section 310. The City will remit any payment to 19 Jackson Street, Inc.

5. Enforcement. The City's routine enforcement of parking restrictions in the Parking Area shall be limited to the City's public parking hours, subject to applicable law,

personnel availability, and operational priorities. The Property Owner acknowledges that the City is not responsible for proactive, roving, or continuous enforcement of the Parking Area outside of such hours. Nothing in this Agreement shall prevent the Property Owner, its tenants, employees, or agents from reporting unauthorized parking through the City's normal reporting procedures. Upon receipt of a report, the City may respond and take enforcement action as it deems appropriate, subject to applicable law, personnel availability, and operational priorities.

6. Liability Insurance. In connection with this proposed use, the City shall provide adequate liability insurance and shall name "106 DECATUR REALTY LLC" as additional insured. Coverage shall be on a $1,000,000.00 per occurrence and $2,000,000.00 aggregate basis, with a $2,000,000.00 umbrella policy. The insurance policy shall require written notice to 106 DECATUR REALTY LLC and at least thirty (30) days written notice to 106 DECATUR REALTY LLC in the event of any cancellation of coverage. For the avoidance of any doubt, 106 DECATUR REALTY LLC will continue to maintain its own liability insurance for its ownership and use of the lot.

7. Indemnification. The City shall indemnify, defend, and hold harmless 106 DECATUR REALTY LLC , its officers, employees, and agents from and against any and all claims, demands, suits, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of the negligent acts or omissions or willful misconduct of the City, its officers, employees, or agents in connection with the City's use and operation of the parking lot under this Agreement; provided, however, that the City shall not be obligated to indemnify 106 DECATUR REALTY LLC for any claims to the extent caused by the negligence, gross negligence, or willful misconduct of 106 DECATUR REALTY LLC or its officers, employees, or agents, or arising from the condition of the premises not under the control of the City.

106 DECATUR REALTY LLC shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, suits, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of (i) the negligent acts or omissions or willful misconduct of 106 DECATUR REALTY LLC, its officers, employees, or agents, (ii) the condition, maintenance, or repair of the parking lot, except to the extent such condition is caused by the City's use or operations, and (iii) 106 DECATUR REALTY LLC ' breach of this Agreement; provided, however, that 106 DECATUR REALTY LLC shall not be obligated to indemnify the City for claims to the extent caused by the negligence, gross negligence, or willful misconduct of the City or its officers, employees, or agents.

8. Notice. If notices must be given to either party, they shall be as follows:

To Cricket Club by mail and email:
Kyle Kulkowitz kkulkowitz@gmail.com
19 Jackson Street
Cape May, New Jersey 08204

To City of Cape May:

Paul Dietrich, City Manager
643 Washington Street
Cape May, New Jersey 08204

Once executed, this agreement constitutes a binding agreement between the parties with respect to the parking lot and will be governed by the laws of the State of New Jersey.

ACCEPTED AND AGREED TO BY:

CITY OF CAPE MAY

By:_____
Zachary M. Mullock, Mayor

ATTEST:

By:_____
Erin C. Burke, City Clerk

106 DECATUR REALTY LLC

By: Mark Kulk
Mark Kulkowitz, Member

ATTEST:

By: 16 July 2026

19 JACKSON STREET, INC.

By: Mark Kulk
Mark Kulkowitz, President

ATTEST:

By: 16 July 2026

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

RESOLUTION NO. 288-07-2026

RESOLUTION FOR THE PAYMENT OF BILLS

BE IT RESOLVED by the City Council of the City of Cape May, that the following bills, approved for payment by the City Manager, be paid and that the Chief Financial Officer/Treasurer of the City of Cape May, is hereby authorized to draw orders for the amounts of same, as shown on bill list updated on July 21, 2026 for the amount of: $4,392,939.08

Current Fund Appropriations	$662,064.43
Water/Sewer Utility Operating Fund	$155,348.61
Tourism Utility Fund	$31,871.38
General Capital Improvements	$729,638.92
Water/Sewer Capital Improvements	$1,160,435.96
Escrow Special Account	
Trust Fund	$16,964.10
Grant Fund	$994,886.07
Beach Utility Fund Appropriations	$44,018.93
Beach Utility Capital Improvements	$597,710.68
	$ 4,392,939.08

I, Brian Turner, Deputy 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 July 21, 2026.

Brian Turner, Deputy City Clerk

Roll Call	Ayes	Nays	Absent	Abstain	Motion	Second
Baldwin						
Bodnar						
Meier						
McDade						
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
00025	DEKON FASHAW						
26-01790	07/14/26	REPLENISH PETTY CASH	Open	385.37	0.00		
00046	SAMPLE MEDIA INC						
26-01745	07/09/26	sumemr concert advertising	Open	2,985.60	0.00		
00060	CMC CHAMBER OF COMMERCE						
26-01766	07/10/26	LUNCHEON REGISTRATION	Open	40.00	0.00		
00077	ATLANTIC CITY ELECTRIC						
26-01685	07/01/26	JUNE ELECTRIC CHARGES EV	Open	732.37	0.00		
26-01686	07/01/26	JUNE ELECTRIC CHARGES	Open	71.01	0.00		
26-01778	07/13/26	JUNE ELECTRIC CHARGES	Open	12,787.12	0.00		
				13,590.50			
00106	GATES FLAG & BANNER CO, INC						
26-00718	03/31/26	WAR MONUMENT FLAG POLE & FLAGS	Open	3,065.89	0.00		
00137	STATE OF NEW JERSEY						
26-01712	07/07/26	CATASTROPHIC ILLNESS FUND	Open	604.50	0.00		
00242	GANN LAW BOOKS						
26-01785	07/14/26	2027 Lawyers Diary Pre Order	Open	135.00	0.00		
00327	MARINE RESCUE PROD INC						
26-01631	06/29/26	Rescue Boards & Flags	Open	450.00	0.00		
00353	MUNICIPAL CLERKS ASSOC. OF NJ						
26-01710	07/07/26	Clerk's Association Membership	Open	175.00	0.00		
00358	VERIZON						
26-01601	06/29/26	ACCT# 450-747-679-0001-42	Open	92.74	0.00		
26-01602	06/29/26	ACCT# 250-431-142-0001-85	Open	192.41	0.00		
26-01603	06/29/26	ACCT# 450-747-682-0001-88	Open	87.17	0.00		
26-01777	07/13/26	ACCT# 756-237-794-0001-86	Open	17.64	0.00		
				389.96			
00369	TREASURER STATE OF NJ						
26-01518	06/17/26	1ST QUARTER MARRIAGE LICENSE	Open	150.00	0.00		
00386	MAJESTIC OIL CO., INC						
26-01791	07/14/26	FUEL CHARGES JUNE 2026	Open	17,819.07	0.00		
00393	PITNEY BOWES INC						
26-01824	07/16/26	AUTO DEBIT FOR POSTAGE	Open	10,000.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00419		RUTGERS, THE STATE UNIV OF NJ					
26-01764	07/10/26	TAUB-FINAL CLASS CMCFO/REVIEW	Open	2,767.00	0.00		
00429		SEA GEAR MARINE SUPPLY INC					
26-01619	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	140.40	0.00		B
00451		SOUTH JERSEY GAS CO					
26-01779	07/13/26	GAS BILLING 5/28/26-6/29/26	Open	2,735.92	0.00		
00462		SWAIN'S/ACE HARDWARE INC					
26-01369	06/04/26	WTP misc parts	Open	224.96	0.00		
26-01630	06/29/26	MAY 2026 INVOICES B&G	Open	4,484.15	0.00		
26-01806	07/15/26	Swains PD Invoice June 2026	Open	22.15	0.00		
				4,731.26			
00519		CAPE MAY COUNTY HERALD					
26-01632	06/29/26	4th of 12 payment advertising	Open	270.00	0.00		
26-01744	07/09/26	summer concert advertising	Open	270.00	0.00		
				540.00			
00593		SOUTHERN SHORE REGIONAL DMO					
26-01634	06/29/26	2026 vacationer ad	Open	1,500.00	0.00		
00699		B.W. STETSON & COMPANY					
26-01644	06/29/26	COFFEE & CONDIMENT ORDER	Open	260.50	0.00		
00878		THE FLYING FISH STUDIO					
26-01643	06/29/26	Women's Lt Shorts	Open	92.00	0.00		
00957		ACE PLUMBING & ELECTRICAL SUPP					
26-01502	06/17/26	JUNE 2026M BEACH FRONT RR	Open	3,995.17	0.00		
01036		TREASURER OF NJ					
26-01771	07/13/26	CAPE MAY CITY LEAD INSPECTIONS	Open	580.00	0.00		
01237		THOMSON WEST					
26-01788	07/14/26	Clear Invoice for Dets July	Open	393.72	0.00		
01252		SORENSEN, MICHAEL ESQ					
26-01063	05/07/26	MUNICIPAL PUBLIC DEFENDER	Open	625.00	0.00		B
01567		ECK, MICHAEL					
26-01639	06/29/26	2025 HRA Claim Reimbursement	Open	288.92	0.00		
01811		SURRAN'S NURSERIES, LLC					
26-01530	06/22/26	Trees for Washington St Mall	Open	827.50	0.00		
26-01692	07/02/26	7 Trees	Open	1,120.00	0.00		
				1,947.50			
01888		ACMJIF					
26-01683	07/01/26	3RDQ 2026 ACM/JIF ASSESSMENT	Open	223,914.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02060	NJ DEPT OF HEALTH CN369						
26-01694	07/06/26	DOG LICENSES JUNE 2026	Open	4.80	0.00		
26-01695	07/06/26	DOG LICENSES FEB 2026	Open	13.20	0.00		
26-01696	07/06/26	DOG LICENSES MARCH 2026	Open	15.60	0.00		
				33.60			
02622	TRIAD ADVISORY SERV, INC						
26-01762	07/10/26	GENERAL SERVICES MAY 2026	Open	625.00	0.00		
02700	GRAINGER INC						
26-01614	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	292.26	0.00		B
26-01671	07/01/26	JUNE 2026 INVOICES	Open	2,660.43	0.00		
				2,952.69			
03295	FASHAW, DEKON						
26-01653	06/29/26	NJSACOP Training accom Fashaw	Open	547.56	0.00		
03300	CDW GOVERNMENT INC						
26-00751	04/08/26	ENTERPRISE OFFICE 365 LICENSES	Open	31,076.02	0.00		
26-01549	06/22/26	replacement laptop bag	Open	41.24	0.00		
				31,117.26			
03408	E-Z PASS						
24-01870	06/18/24	REPLENISH ACCT#2000008433284	Open	500.00	0.00		
03468	LERETA LLC						
26-01657	06/30/26	TX REFUND ESCROW BL1162/L1.03	Open	4,990.66	0.00		
26-01658	06/30/26	TAX REFUND ESCROW BL1057/L19	Open	3,695.99	0.00		
				8,686.65			
03512	NJ STATE ASSOC CHIEFS POLICE						
26-01654	06/29/26	Accredited Agency Sticker Pins	Open	83.50	0.00		
03567	SOUTH JERSEY PAPER PRODUCTS						
26-01623	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	7,559.33	0.00		B
03639	VECTOR SECURITY, INC						
26-01669	07/01/26	JUNE 21, 2026 INVOICES	Open	1,369.12	0.00		
03674	MAGLOCLEN						
26-01804	07/15/26	Magloclen Membership Fee 26 27	Open	400.00	0.00		
03675	HOME DEPOT						
26-01675	07/01/26	DPW PRESSURE TREATED LUMBER	Open	237.50	0.00		
03846	GITTLE, JESSICA						
26-01734	07/09/26	REIMBURSEMENT FOR FOOD SAFETY	Open	19.99	0.00		
03893	COMCAST						
26-01687	07/01/26	ACCT# 8499 05 006 0070147	Open	585.25	0.00		
26-01773	07/13/26	ACCT# 8499 05 006 0007636	Open	30.01	0.00		
26-01774	07/13/26	ACCT# 8499 05 007 0018433 PD	Open	586.59	0.00		

Vendor # / PO #	Name / PO Date / Description	Status	Amount	Void Amount	Contract	PO Type
03893	COMCAST Continued					
26-01775	07/13/26 ACCT# 8499 05 006 0060643	Open	1,303.97	0.00		
			2,505.82			
03902	ASPHALT PAVING SYSTEMS, INC					
24-03718	12/27/24 OHIO AVE RECONSTRUCTION	Open	37,396.96	0.00		B
03985	RICOH USA, INC.					
26-01781	07/13/26 COPIER SERVICES 6/27-7/26/26	Open	396.48	0.00		
04245	DRAGER SAFETY DIAGNOSTICS INC					
26-01234	05/20/26 Alco Test Dry Gas Ethanol .10	Open	630.00	0.00		
04525	JERSEY CAPE REALTY					
26-01688	07/02/26 REIMBURSE FOR DUPLICATE PMT	Open	150.00	0.00		
04537	W.B. MASON COMPANY, INC.					
26-01479	06/15/26 PAPER & OFFICE SUPPLIES	Open	91.60	0.00		
26-01605	06/29/26 Stock Supplies	Open	186.50	0.00		
26-01629	06/29/26 Ink for Printers	Open	237.98	0.00		
26-01638	06/29/26 Copy Paper HR & Payroll	Open	32.82	0.00		
26-01651	06/29/26 WB Mason Order for PD Code Enf	Open	568.95	0.00		
26-01659	07/01/26 OFFICE SUPPLIES	Open	138.31	0.00		
			1,256.16			
04635	CAPE REGIONAL URGENT CARE					
26-01648	06/29/26 Physicals	Open	390.00	0.00		
26-01780	07/13/26 PHYSICAL PD ASHLEY AVILA	Open	239.00	0.00		
			629.00			
04637	BLAUER ASSOCIATES, INC					
26-01767	07/13/26 DCA SM CITIES/DCA ADA COMP	Open	300.00	0.00		
04948	GENERAL RECREATION					
26-00959	04/29/26 PLAQUES FOR NEW SLAT BENCHES	Open	1,320.00	0.00		
04987	L. FERIOZZI CONCRETE COMPANY					
25-02404	10/08/25 FY2025 NJIB Project	Open	1,091,715.17	0.00		B
05052	SEASHORE SOUND					
26-00587	03/13/26 2026 Rotary Park	Open	3,450.00	0.00		B
05333	COLONIAL ELECTRIC					
26-01676	07/01/26 INVOICES PROMENADE JUNE 2026	Open	1,030.93	0.00		
05404	ARTHUR J. OGREN, INC.					
25-02375	10/06/25 POLICE BUILDING	Open	464,389.33	0.00		B
05564	GOODYEAR AUTO SERVICE CENTER					
26-01613	06/29/26 BLNKT PURCHASES JUNE-DEC 2026	Open	1,056.00	0.00		B
26-01645	06/29/26 TIRES STOCK DPW	Open	787.62	0.00		
			1,843.62			

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
05697	TOP NOTCH TREE CARE						
26-01708	07/07/26	Tree Planting/Watering	Open	8,700.00	0.00		
26-01711	07/07/26	Tree Removals and plantings	Open	10,500.00	0.00		
26-01782	07/14/26	REMOVAL OF TREE OF HEAVEN	Open	10,400.00	0.00		
26-01783	07/14/26	LANTERN FLY MITIGATION	Open	1,600.00	0.00		
				31,200.00			
05826	RR DONNELLEY						
26-01519	06/17/26	SAFETY PAPER	Open	213.00	0.00		
06058	EAGLE POINT GUN TJ MORRIS &SON						
26-01789	07/14/26	Ammo order .223 and .9mm	Open	8,935.24	0.00		
06174	UNITED UNIFORMS						
26-01649	06/29/26	Uniforms Equip for Lt. Genaro	Open	1,358.00	0.00		
06210	AT&T MOBILITY						
26-01776	07/13/26	COMMAND KIT-ACCT# 287349717841	Open	38.24	0.00		
06290	LONGPORT MEDIA, LLC						
26-01735	07/09/26	summer concert advertising	Open	737.80	0.00		
06337	TEC ELEVATOR INC.						
26-01370	06/04/26	APRIL MAY JUNE 2026 INVOICES	Open	733.26	0.00		
06666	GOLD MEDAL ENVIRONMENTAL						
26-01374	06/04/26	HAUL OFF FEE 30 YARDS - MAY	Open	9,276.30	0.00		
06826	FRED M. SCHIAVONE CONSTRUCTION						
25-00388	02/26/25	Reconstruction of Promendade	Open	579,987.27	0.00		B
25-02915	12/08/25	Reconstr. of Harborview Park	Open	647,643.53	0.00		B
				1,227,630.80			
06870	JB GIGS LLC						
26-00981	04/30/26	2026 movies on the beach	Open	4,200.00	0.00		B
06871	ZONE STRIPING INC.						
26-01208	05/20/26	LINE STRIPING SERVICES	Open	32,453.50	0.00		B
06941	AMERICAN RED CROSS						
26-01641	06/29/26	CPR/1st Aid Certs	Open	280.00	0.00		
07118	MARINO INDUSTRIAL SYSTEMS, INC						
26-01754	07/10/26	VT Scada Yrly Support	Open	2,903.63	0.00		
07261	AMERICAN BANKERS INS. CO.						
26-01693	07/06/26	FLOOD INSURANCE 1612 DEL AVE	Open	3,402.00	0.00		
07323	LEADER PRINTERS						
26-01588	06/24/26	#10 WINDOW ENVELOPES TX/WS/CLK	Open	2,440.00	0.00		
07431	WISERLINK, INC						
26-00629	03/18/26	Summer concert advertising	Open	125.00	0.00		B

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
07431	WISERLINK, INC	Continued					
26-01751	07/09/26	balance of wiserlink	Open	1,875.00	0.00		
				2,000.00			
07475	DYLAN ODONNELL						
26-01699	07/07/26	Rotary park 6/20/2026	Open	750.00	0.00		
07476	AMERICA'S SWEETHEARTS, LLC						
26-01739	07/09/26	Rotary Park 6/29/26	Open	1,500.00	0.00		
07484	JOLYN CLOTHING COMPANY						
26-01027	05/04/26	Women's Suits	Open	4,873.60	0.00		
07626	THE KNOT WORLDWIDE, INC.						
26-01737	07/09/26	3rd qtrly	Open	4,495.86	0.00		
07657	ROBBIE CONLEY ARCHITECT LLC						
24-01964	06/28/24	ARCH SERVICES POLICE STATION	Open	4,906.00	0.00		B
07704	BLANEY,WEINBERG & CURIO PC						
26-01770	07/13/26	PROSECUTER SERVICES JUNE 2026	Open	2,778.00	0.00		
07893	CONFIRES FIRE PROTECTION SERV						
26-01674	07/01/26	CONVENTION HALL	Open	208.50	0.00		
07906	BARBER CONSULTING SERVICES						
26-01681	07/01/26	MIS OT SERVICES 6/18-6/29/26	Open	1,732.50	0.00		
07985	MADDIE HOGAN						
26-01742	07/09/26	Rotary park 6/28/26	Open	300.00	0.00		
07995	GARDEN STATE LABORATORIES, INC						
26-01755	07/10/26	Lab Services April & May 2026	Open	3,225.00	0.00		
08036	ATLANTIC CITY JITNEY ASSOC.						
26-01680	07/01/26	JITNEY SERV 06/05-06/30/26	Open	15,960.00	0.00		
08269	JC EHRLICH						
26-01615	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	354.82	0.00		B
26-01673	07/01/26	238 BEACH AVE	Open	151.56	0.00		
				506.38			
08504	DeBLASIO & ASSOCIATES						
24-03717	12/27/24	TAX MAP UPDATE	Open	13,390.00	0.00		B
24-03722	12/27/24	OHIO AVE PROF SERVICES	Open	98.75	0.00		B
25-00051	01/17/25	FY2025 DRINKING WATER APP	Open	4,385.00	0.00		B
25-00052	01/17/25	FY2025 CLEAN WATER APPLICATION	Open	17,615.08	0.00		B
25-02821	11/25/25	NJIB Design/ Construction	Open	4,012.50	0.00		B
25-02839	11/26/25	ADD ENG & DES SWAN TO WENONAH	Open	1,227.50	0.00		B
26-00750	04/07/26	PROMENADE PRESERVATION PROJ	Open	6,850.00	0.00		B
				47,578.83			

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
08508	AXON ENTERPRISE, INC						
26-01652	06/29/26	Axon Dronse Sense Software	Open	2,600.67	0.00		
08592	BROWN & CONNERY, LLP						
26-01765	07/10/26	LEGAL SERVICES JUNE-DEC 2026	Open	3,996.53	0.00		B
08596	NATIONAL TIME SYSTEMS, INC.						
26-01684	07/01/26	ACCESS TO HISTORICAL RECORDS	Open	350.00	0.00		
08723	VBO TICKETS, INC						
26-01736	07/09/26	June VBO ticket sales	Open	96.90	0.00		
08725	DEBRA DONAHUE						
26-01741	07/09/26	Rotary park 6/27/26	Open	1,500.00	0.00		
08736	GENO WHITE						
26-01750	07/09/26	rotary park 7/5/26	Open	400.00	0.00		
08811	CME ASSOCIATES, INC						
25-02867	12/03/25	ENGINEER-PHASE1 WTR TRMNT PLNT	Open	5,212.50	0.00		B
08858	AMAZON CAPITAL SALES, INC.						
26-01350	06/04/26	Ink for Canon Printer	Open	163.96	0.00		
26-01477	06/15/26	candy for parades	Open	1,199.88	0.00		
26-01478	06/15/26	SMEAD 74790 FILE FOLDERS	Open	118.30	0.00		
26-01542	06/22/26	items for beach tag	Open	377.33	0.00		
26-01552	06/22/26	cloud and battery back up	Open	559.94	0.00		
26-01624	06/29/26	laminator for Conv Hall	Open	378.45	0.00		
26-01636	06/29/26	fitness pass cards	Open	49.99	0.00		
26-01670	07/01/26	OFFICE SUPPLIES	Open	125.19	0.00		
26-01697	07/07/26	laminating sheets	Open	71.24	0.00		
26-01746	07/09/26	batteries	Open	91.09	0.00		
				3,135.37			
08874	COLT GIBSON						
26-01650	06/29/26	Winter Beanie for Patrol x 2	Open	50.00	0.00		
08903	DKC CONTRACTORS						
26-00947	04/28/26	8 CUTS AT VARIOUS PROPERTIES	Open	9,283.12	0.00		B
08964	COMCAST BUSINESS						
26-01772	07/13/26	ACCT# 708741012-MUNICIPAL BLDG	Open	1,151.63	0.00		
09016	DENNIS P. ROONEY						
26-01700	07/07/26	6/19/26 Rotary Park	Open	200.00	0.00		
09018	EMERGE ARTIST DEVELOPMENT,LLC						
26-01092	05/14/26	Latin Dance nights 2026	Open	1,750.00	0.00		B
26-01093	05/14/26	2026 ROTARY PARK CONCERTS	Open	900.00	0.00		B
				2,650.00			
09019	CASSIDY RAIN DUBE						
26-01740	07/09/26	Rotary Park 6/26/26	Open	1,000.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09206	JESCO, INC.						
26-01647	06/29/26	DPW BACK HOE - INVOICES	Open	4,837.63	0.00		
09232	ANIMAL CONTROL OF SOUTH JERSEY						
26-01453	06/11/26	ANIMAL CONTROL JUNE 2026	Open	200.00	0.00		
09372	SUNBELT RENTALS, INC						
26-01622	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	1,382.29	0.00		B
26-01677	07/01/26	2 INVOICES ADA MATS & BRUSH	Open	736.35	0.00		
				2,118.64			
09384	CINTAS CORPORATION NO.2						
26-01372	06/04/26	MAY 27, 2026 INVOICE SAFETY BX	Open	116.96	0.00		
26-01633	06/29/26	july refill conv hall	Open	94.29	0.00		
26-01642	06/29/26	June Refill	Open	177.69	0.00		
26-01678	07/01/26	JUNE 23, 2026 INVOICE	Open	164.67	0.00		
				553.61			
09405	KURITA						
26-01129	05/15/26	4 drums Vitec 4000 Kurita	Open	7,600.00	0.00		
26-01753	07/10/26	4 Drum Vitec 4000 Kurita	Open	7,600.00	0.00		
				15,200.00			
09439	JASON HOCHMAN						
26-01749	07/09/26	rotary park 7/5/26	Open	1,200.00	0.00		
09442	ESRI, INC						
26-01048	05/06/26		Open	700.00	0.00		
09455	LEE ENTERPRISES, INC.						
26-01637	06/29/26	2026 summer concert advertisin	Open	644.10	0.00		
26-01743	07/09/26	2026 summer concert advertisin	Open	1,432.75	0.00		
				2,076.85			
09463	DAVID DRAUS						
26-01722	07/09/26	REIMBURSEMENT CMBP SUNGLASSES	Open	250.00	0.00		
09481	THE CANNING GROUP, LLC						
26-01655	06/30/26	QPA SERVICES JULY 2026	Open	1,100.00	0.00		
09525	DOCUTREND INC						
26-01656	06/30/26	VOICE CHARGES JUNE 2026	Open	2,575.57	0.00		
09550	CARTAGENA, SAMMY						
26-01784	07/14/26	Jan 26-Jun 26 Interpreting	Open	450.00	0.00		
09615	HEALTH INSURANCE SOLUTIONS INC						
26-01829	07/16/26	August - Retiree Medical+RX	Open	33,677.91	0.00		
09675	JFC CLEANING INC						
26-01747	07/09/26	chair cover and linens	Open	564.80	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
09676	The Jersey Giant WMID, LLC						
26-01604	06/29/26	City of Cape MAy radio adverti	Open	900.00	0.00		
09750	GEESE CHASERS SJ LLC						
25-01772	08/04/25	ANNUAL SERVICES 8/2025-8/2026	Open	1,099.00	0.00		B
09769	AMERIHEALTH						
26-01826	07/16/26	August Medical+RX,Active+Retir	Open	269,861.58	0.00		
09770	DELTA DENTAL OF NJ, INC						
26-01828	07/16/26	August Dental Act+Ret+COBRA	Open	9,085.76	0.00		
09783	EAGLE WIRELESS COMMUNICATIONS						
26-01224	05/20/26	ROSCO VISION CAM RECYCLE TRK	Open	4,120.00	0.00		
26-01610	06/29/26	BLNKT PURCHASES JUNE-DEC 2026	Open	89.29	0.00		B
				4,209.29			
09786	DELTA DENTAL OF CONNECTICUT						
26-01827	07/16/26	August Vision Active+Cobra	Open	1,111.72	0.00		
09805	EQUIPMENTSHARE.COM INC						
26-01679	07/01/26	UTILITY VEHICLE - 30 DAY RENT	Open	840.51	0.00		
09849	B.S. WHOLESALES						
26-01823	07/15/26	NATIONAL NIGHT OUT T SHIRTS	Open	3,850.00	0.00		
09870	MUTUAL OF OMAHA						
26-01625	06/29/26	July Basic Life & STD	Open	3,796.36	0.00		
09888	THE AMBIENT GROUP, LLC						
25-02980	12/19/25	SIDEWALK REFURBISHMENT BID	Open	79,854.30	0.00		B
098941	VIALYTICS AMERICAS INC						
26-00089	01/13/26	PROGRAM - ROADWAY/PAVEMENT	Open	6,909.16	0.00		
09928	FLACO'S DANCE FACTORY						
26-01000	04/30/26	2026 dance nights	Open	1,700.00	0.00		B
09958	BLYTHE, BRETT						
26-01373	06/04/26	BACKGROUND CHECK REIMBURSEMENT	Open	25.00	0.00		
09963	JACKSON, SARA						
26-01721	07/09/26	WOMEN'S LIFEGUARD CONFERENCE	Open	462.33	0.00		
09966	MORAN, XAVIER						
26-01723	07/09/26	REIMBURSEMENT CMBP SUNGLASSES	Open	250.00	0.00		
09974	LOKAL STOCKTON LLC						
26-01795	07/15/26	REFUND PERFORMANCE GUARANTEE	Open	16,645.50	0.00		
09978	KEPPEL, SAMUEL						
26-01664	07/01/26	FINGERPRINT REIMBURSEMENT	Open	44.75	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
10010	MCMONAGLE, FRANCIS						
26-01662	07/01/26	2025 HRA Claim Reimbursement	Open	1,200.21	0.00		
10011	PARDY, MICHAEL						
26-01663	07/01/26	2025 HRA Claim Reimbursement	Open	37.02	0.00		
10021	GEORGE J. GERHART						
26-01698	07/07/26	6/21/2026 Rotary park	Open	750.00	0.00		
10023	MICHAEL FITZPATRICK						
26-01660	07/01/26	FINGERPRINT REIMBURSEMENT	Open	44.75	0.00		
10024	JULIA GIBSON						
26-01661	07/01/26	FINGERPRINT REIMBURSEMENT	Open	44.75	0.00		
10025	CRAIG HAVERBACK						
26-01704	07/07/26	FINGERPRINT/BACKGROUND CHECK	Open	135.70	0.00		
10026	SADIE HENZES						
26-01705	07/07/26	FINGERPRINT REIMBURSEMENT	Open	84.70	0.00		
10027	ANDREW LYONS						
26-01665	07/01/26	FINGERPRINT/BACKGROUND CHECK	Open	70.73	0.00		
10028	LILY TYRELL						
26-01706	07/07/26	FINGERPRINT REIMBURSEMENT	Open	84.70	0.00		
10029	SOPHIE TYRELL						
26-01707	07/07/26	FINGERPRINT REIMBURSEMENT	Open	84.70	0.00		
10032	GABRIELA HERNANDEZ-LUCAS						
26-01805	07/15/26	Uniform for SLEO I Lucas	Open	350.00	0.00		
10034	RICHARD & LOUISE PAVELKO						
26-01768	07/13/26	REFUND FOR DUPLICATE PAYMENT	Open	225.00	0.00		
10035	BEVERLY DAVIS						
26-01769	07/13/26	REFUND FOR DUP PMNT PRKG PERMI	Open	350.00	0.00		
10036	LEXINGTON INSURANCE COMPANY						
26-01793	07/15/26	LITIGATE SUMMIT CLAIM AM-1170	Open	24,704.00	0.00		
9558	AIRESPRING						
26-01833	07/17/26	CLOUD & CONNECTIVITY JULY 2026	Open	3,378.71	0.00		
9568	SURENIAN,EDWARDS,BUZAK&NOLAN						
26-01792	07/14/26	LITIGATION AFFORDABLE HOUSING	Open	285.00	0.00		
9647	CORONIS HEALTH RCM, LLC						
26-01832	07/17/26	EMERGENCY MED BILLING JUNE 26	Open	1,546.48	0.00		

Total Purchase Orders: 199 Total P.O. Line Items: 0 Total List Amount: 3,903,217.83 Total Void Amount: 0.00

Vendor #	Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	2,838.15	0.00	2,838.15	0.00	0.00	2,838.15
CURRENT FUND	6-01	657,909.52	0.00	657,909.52	0.00	0.00	657,909.52
WATER UTILITY OPE	6-09	155,348.61	0.00	155,348.61	0.00	0.00	155,348.61
TOURISM UTILITY F	6-20	30,801.13	0.00	30,801.13	0.00	0.00	30,801.13
BEACH UTILITY FUN	6-30	44,018.93	0.00	44,018.93	0.00	0.00	44,018.93
Year Total:		888,078.19	0.00	888,078.19	0.00	0.00	888,078.19
BEACH UTILITY CAP	B-08	110,376.44	0.00	110,376.44	0.00	0.00	110,376.44
GENERAL CAPITAL	C-04	729,638.92	0.00	729,638.92	0.00	0.00	729,638.92
GRANT FUND	G-02	994,886.07	0.00	994,886.07	0.00	0.00	994,886.07
TRUST FUND	T-15	16,964.10	0.00	16,964.10	0.00	0.00	16,964.10
WATER UTILITY CAP	U-06	1,160,435.96	0.00	1,160,435.96	0.00	0.00	1,160,435.96
Total Of All Funds:		3,903,217.83	0.00	3,903,217.83	0.00	0.00	3,903,217.83

Manual Checks:
7/2/26 PO 25-02819 Marino Construction Check 75875 $487,334.24 Beach Capital
7/7/26 PO 26-01691 US Dept.Treasury IRS Check 75882 483.84 Reserve Current (PCORI fees)

Electronic Checks:
7/16/26 PO 26-01682 JP Morgan: P-Card June $1,903.17 Tourism ($1,070.25) Current Fund ($832.92)

TOTAL ALL FUNDS $4,392,939.08