

This meeting will be conducted via electronic conferencing using Zoom <https://www.zoom.us/> or by phone +1 646 558 8656 US (New York) Meeting ID: 867 7697 3932 Passcode: 366168

Direct link: <https://us02web.zoom.us/j/86776973932?pwd=3NlkX08bJDapt8cDi8dI7oWSGIBKjJ.1>

In addition, members of the public may send questions or comments for inclusion during the public portion to the Borough Clerk at ewallace@capemaypoint.org by 12:00 PM the Monday before the meeting.

**AGENDA
BOROUGH OF CAPE MAY POINT
BOARD OF COMMISSIONERS**

BOROUGH MEETING – OCTOBER 13, 2025 – 6:00 PM

MEETING CALLED TO ORDER / SUNSHINE STATEMENT / FLAG SALUTE

In compliance with the Open Public Meetings Act, Chapter 231, Public Laws of 1975, this meeting was properly advertised in the annual notice and this agenda was properly distributed and duly posted on the Borough Hall bulletin board as the required notice under the Statute.

ROLL CALL: Commissioner Geiger, Mayor vanHeeswyk, Commissioner Yunghans

COMMISSIONERS' DISCUSSION/REPORTS

- Beach Curfew

PUBLIC QUESTIONS ON RESOLUTIONS ONLY

APPROVAL OF MINUTES

September 22, 2026

ORDINANCES FOR INTRODUCTION / PUBLICATION

14-2026 Amending Chapter 138 "Tree Removal and Replacement" of the Code of the Borough of Cape May Point

Second Reading, Public Hearing, Consideration to Adopt – Oct. 27, 2026 at 12 pm

RESOLUTIONS

118-26 Authorizing the Tax Collector to Refund Overpayment of Taxes

119-26 Authorizing Renewal of Agreement with the County of Cape May for Participation in the Commodity Resale System

120-26 Approval of Bill List

ORDINANCES FOR SECOND READING / PUBLIC HEARING / ADOPTION: None

PUBLIC PORTION

ADJOURNMENT

The Board of Commissioners welcomes the participation of interested parties during the public portions of its meetings. For the Board to conduct the business of the Borough in the most productive and open manner possible, questions and comments may be limited to four (4) minutes per person. In addition, each person may only speak once per meeting on a single topic. If you wish to address the Board, please raise your hand and the moderator will try to accommodate everyone in the order in which they are recognized.

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION 118-26

**AUTHORIZING THE TAX COLLECTOR TO REFUND
OVERPAYMENT OF TAXES**

WHEREAS, the property owners of 210 Yale Avenue (Block 45, Lot 1) paid their 3rd quarter 2026 taxes in the amount of \$1,428.11 on August 11, 2026; and

WHEREAS, the property taxes for block 45, Lot 1 are paid through CoreLogic on a quarterly basis, the 3rd quarter having been paid by CoreLogic on August 18, 2026; and

WHEREAS, the property owner has requested a refund of the overpaid taxes.

BE IT RESOLVED by the Board of Commissioners of the Borough of Cape May Point, County of Cape May, State of New Jersey, that a refund of overpaid 3rd Quarter 2026 taxes, as recommended by the Borough Tax Collector, be and is hereby authorized as follows:

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>NAME</u>	<u>AMOUNT</u>
45 / 1	210 Yale Avenue	Shawn & Molly Perrin	\$1,428.11

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Geiger						
vanHeeswyk						
Yunghans						

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on October 13, 2026.

Municipal Clerk

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION 119-26

**AUTHORIZING RENEWAL OF AGREEMENT WITH THE COUNTY OF
CAPE MAY FOR PARTICIPATION IN THE COMMODITY RESALE SYSTEM**

WHEREAS, the Borough of Cape May Point has been participating in a commodity resale agreement with the County of Cape May since 2006; and

WHEREAS, the current agreement has expired and the Borough believes it is in the best interest of the taxpayers of the Borough of Cape May Point to continue such agreement in order to spare them of the excessive cost of storing and dispensing fuel in-house and also save thousands of dollars in purchasing fuel from a local retail agency at full retail price; and

WHEREAS, the County, as lead agency, is renewing the Commodity Resale System and the Borough of Cape May Point wishes to continue this mutually beneficial agreement with the County of Cape May as stated in the attached agreement.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of Cape May Point, in the County of Cape May and State of New Jersey that the Borough does hereby renew participation in the Commodity Resale System with the County of Cape May; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the attached agreement for commodity resale of gasoline and diesel fuel through December 20, 2030.

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Geiger						
vanHeeswyk						
Yunghans						

Certification

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on October 13, 2026.

Municipal Clerk

**AGREEMENT FOR THE RESALE OF
GASOLINE AND DIESEL FUEL AS
PART OF A COMMODITY RESALE SYSTEM**

AN AGREEMENT for the resale of fuel made on this ____ day of _____, 2026, by and between Cape May Point, P.O. Box 490, Cape May Point, NJ 08212 ("Member") and the County of Cape May, 4 Moore Road, Cape May Court House, New Jersey 08210 ("Lead Agency") entered into pursuant to the Commodity Resale Provisions of the *Cooperative Pricing and Joint Purchasing Rules (N.J.A.C. 5:34-7.1, et seq.)*.

WHEREAS, Lead Agency owns and operates fuel storage and dispensing facilities for its own needs that are maintained by the County Public Works Department; and

WHEREAS, as a matter of comity and in the interest of sparing taxpayers from a needless duplication of expensive fuel storage and dispensing facilities which are already in being at the Lead Agency's level, the Lead Agency is willing to grant the within request, subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The above recitals are incorporated herein as if repeated at length.
2. Member agrees to participate as a Member of the Commodity Resale System and in accordance with the terms and conditions set by the Lead Agency.
3. Immediately upon the execution of this Agreement by both parties, the Member shall supply to the Lead Agency its best estimate of how much fuel (gasoline and/or diesel) it will require for the balance of the calendar year ending December 31, 2025. In subsequent years under this Agreement, the Member shall supply this estimate for the following calendar year to the Lead Agency by October 1.
4. Lead Agency shall bill the Member at the end of each month for the actual gallons used, and the billing shall include a service charge as specified in paragraph #15 *infra*. Within fourteen days of receiving the bill from the Lead Agency, the Member will issue a voucher to the Lead Agency for the full amount of the bill.

5. The Member agrees to keep the Lead Agency apprised, on a continuous basis, of additions or deletions to its vehicle inventory and employee list.
6. Upon the full execution of this Agreement and receipt of documentation of insurance as specified in paragraph #10 infra, the Lead Agency shall issue appropriate identification codes to the Member to enable access to the Lead Agency fuel dispensing facilities, in accordance with the existing computerized fuel delivery system at Lead Agency's facilities.
7. The price of petroleum products is based on Philadelphia low posting in the Journal of Commerce (which changes four times per week on average). Accordingly, the price per gallon will be averaged for the respective month for billing purposes.
8. The Member agrees that it shall be solely responsible for the appropriate and authorized use of the identification codes issued by the Lead Agency, and the Lead Agency takes no responsibility to supervise or monitor the day-to-day use of said identification codes. Any misuse of the identification codes, along with any resulting misappropriation of fuel, shall be the liability of the Member and the Lead Agency accepts no responsibility whatsoever for such irregularities.
9. The Member hereby agrees to indemnify the Lead Agency and to hold it harmless against any claims, losses, damages or expenses (including reasonable attorney's fees) for which the Lead Agency may become liable (or for which the Lead Agency may be alleged to be liable), as a result of the use of Lead Agency's facilities by any persons or vehicles using the fuel dispensing codes issued to the Member under this Agreement.
10. Within fourteen days of execution of this Agreement, the Member shall provide to the Lead Agency a Certificate of Liability Insurance showing the extent of the Member's liability coverage and the naming of the County of Cape May as an *Additional Insured*. Thereafter, the Member shall provide to the Lead Agency a Certificate evidencing same prior to the expiration date of the policy and annually during the remaining term of this Agreement. Failure to provide the required documentation within the specified time may cause suspension of service as provided in paragraph #14 infra.
11. This Agreement shall run, *nunc pro tunc*, from the date the previous agreement expired and expiring on September 30, 2030. Either party

may, however, terminate this Agreement after 90 calendar days by serving notice in writing on the other party of its intention to do so.

12. After appropriate consultation with the Member during emergency situations, the Lead Agency will assign certain days, hours and locations for the use of Lead Agency's fuel dispensing facilities by the Member. Additional access to the said facilities in emergency situations will be authorized by the County on a case-by-case basis.
13. The Member shall be responsible for arranging and establishing its own emergency source of fuel for those rare occasions when the Lead Agency's system is unavoidably inoperable. The Lead Agency shall not be responsible to the Member for any losses or damages that might be incurred by the Member as a result of temporary closure of Lead Agency's fuel dispensing facilities.
14. In the event of any breach or default of the Member's obligations under this Agreement, the Lead Agency reserves the right to suspend or to terminate this Agreement, in the Lead Agency's sole discretion, upon fourteen days written notice to the Member.
15. The Member shall pay a service charge (for costs of administration, maintenance, insurance, wear and tear on equipment) in the amount of \$.081 per gallon of fuel dispensed. The service charge will remain at this level through December 31, 2026. If it should become the Lead Agency's intention to increase this charge, it will so advise the Member in writing on or before October 1, 2026. In any subsequent contract year, the Lead Agency shall notify the Member of any additional service charge increase on or before October 1 of the current contract year.
16. Any and all future alterations to current procedures required prior to the program expiration date will be authorized by written Amendments issued by the Lead Agency.

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

COUNTY OF CAPE MAY:

Kevin Lare
Administrator/Clerk of the Board

BY:

Leonard C. Desiderio
Commissioner Director

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

ATTEST:

CAPE MAY POINT

Municipal Clerk

Mayor

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION 120-26

APPROVAL OF BILL LIST

WHEREAS, the Borough of Cape May Point has received certain claims against it by way of voucher, which have been duly reviewed by the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of Cape May Point, County of Cape May, State of New Jersey that the attached claims are hereby approved for payment in the total amount of \$67,088.57.

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Geiger						
vanHeeswyk	X					
Yunghans						

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on October 13, 2026.

Municipal Clerk

October 9, 2026
11:02 AM

BOROUGH OF CAPE MAY POINT
Check Register By Check Id

Page No: 1

Range of Checking Accts: OTHER to OTHER Range of Check Ids: 19562 to 19584
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
19562	10/13/26 ACE01 ACE PLUMBING & HEATING SUPPLY			1986
26-00536	1/2 L HARD COPPER	158.70		
19563	10/13/26 ATL01 ATLANTIC CITY ELECTRIC			1986
26-00546	ELECTRIC BILLS	2,414.09		
19564	10/13/26 CAP01 CAPE MAY POINT BOE			1986
26-00521	2025-2026 TAX LEVY 2ND INSTALL	51,559.00		
19565	10/13/26 CAP03 CAPE MAY STAR & WAVE			1986
26-00520	LEGAL ADS	87.00		
19566	10/13/26 CAPEE005 CAPE ENVIRONMENTAL LABORATORY			1986
26-00524	WATER TEST	120.00		
19567	10/13/26 CAS01 CASA PAYROLL SERVICE			1986
26-00526	PAYROLL	373.00		
19568	10/13/26 COD01 CODY'S POWER EQUIPMENT			1986
26-00516	BF KM CULTIVATOR ATTACH	224.99		
19569	10/13/26 COPIE005 COPIERS PLUS			1986
26-00532	COPIER MAINTENANCE	71.49		
19570	10/13/26 COU03 COUNTY OF CAPE MAY			1986
26-00525	AUGUST FUEL	1,239.52		
19571	10/13/26 DAT01 DATA NETWORK SOLUTIONS			1986
26-00531	TELEPHONE	310.11		
19572	10/13/26 GARDE005 GARDEN STATE LABORATORIES, INC			1986
26-00515	WATER TESTING	340.00		
19573	10/13/26 GEN01 GENTILINI			1986
26-00535	SERVICE	345.09		
19574	10/13/26 GREEN005 GREENMAN-PEDERSEN, INC.			1986
26-00037	Alexander Ave Const Eng	180.00		
19575	10/13/26 HORIZ005 HORIZON BCBS OF NJ			1986
26-00528	HEALTH INSURANCE - OCTOBER	5,026.72		
19576	10/13/26 JAC01 J & A CLEANING SERVICE			1986
26-00534	CLEANING	375.00		
19577	10/13/26 KELLY005 KELLY REDINGTON			1986
26-00551	REIMBURSEMENT	121.32		
19578	10/13/26 KYBRA005 KYBRAN DESIGN			1986
26-00530	INVOICES	770.00		

October 9, 2026
11:02 AM

BOROUGH OF CAPE MAY POINT
Check Register By Check Id

Page No: 2

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
19579	10/13/26	LOW01 LOWE'S		1986
26-00519	STATEMENT	848.33		
19580	10/13/26	REG01 REGISTRARS ASSN. OF NEW JERSEY		1986
26-00523	2026 REGISTRARS CONFERENCE	250.00		
19581	10/13/26	SHAWN005 SHAWN & MOLLY PERRIN		1986
26-00527	DUPLICATE TAX PAYMENT	1,428.11		
19582	10/13/26	STA02 STATE OF NEW JERSEY PWT		1986
26-00533	WATER TAX JULY-SEPT	92.74		
19583	10/13/26	UNI03 UNIVERSAL SUPPLY COMPANY		1986
26-00522	PVC SHEET WH SMOOTH	222.77		
19584	10/13/26	VER01 VERIZON		1986
26-00529	TELEPHONE BILLS	530.59		

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	23	0	67,088.57	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	23	0	67,088.57	0.00

October 9, 2026
11:02 AM

BOROUGH OF CAPE MAY POINT
Check Register By Check Id

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	6-01	63,592.50	0.00	0.00	63,592.50
	6-05	<u>3,316.07</u>	<u>0.00</u>	<u>0.00</u>	<u>3,316.07</u>
Year Total:		66,908.57	0.00	0.00	66,908.57
	G-02	180.00	0.00	0.00	180.00
Total of All Funds:		<u><u>67,088.57</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>67,088.57</u></u>