

# **CITY OF NORTH WILDWOOD**

## **NOTICE OF PROPOSED AGENDA OF COUNCIL MEETING**

**OCTOBER 4, 2022 AT 5:00 PM**

**This is a proposed agenda which is subject to change by Mayor and Council without further notice.**

**ROLL CALL.....FLAG SALUTE.....MOMENT OF SILENCE.**

**MINUTES:** APPROVAL OF MINUTES OF REGULAR MEETING OF SEPTEMBER 20, 2022

### **COMMUNICATIONS:**

#### *Receive & File:*

CAPE MAY COUNTY DEPT. OF HEALTH, RE: Fall Flu Vaccine Clinics

CAPE MAY COUNTY MUA, RE: 2023 Wastewater Management Program Rate Setting Report

CAPE MAY COUNTY MUA, RE: 2023 Solid Waste and Recycling Program Rate Setting Report

ATLANTIC CITY ELECTRIC, RE: Notice of Public Hearing, October 13

STATE OF NJ DEPT. OF LABOR, RE: Beach Patrol Rules & Regulations

#### *Approve & File:*

SPECIAL EVENT, RE: Wildwood Catholic Academy Bonfire, October 7

SPECIAL EVENT, RE: Crest Best Run Festival, October 8-9

SPECIAL EVENT, RE: NW Recreation Dept. Trunk or Treat, October 29

SPECIAL EVENT, RE: VFW Veteran's Day Service, November 11

### **ORDINANCES:**

Ord. 1888 (1<sup>st</sup> Reading) – Designating Name of Olde New Jersey Avenue

### **RESOLUTIONS:**

1. Supporting State of New Jersey "Knock Out Opioid Abuse Day"
2. Refund for Overpayment of Real Estate Taxes
3. Cancelling Amounts on Sewer Accounts (Sewer Committee)
4. Return of Balance of Escrow Deposit
5. Authorizing Application – EDA Program Funding – Reconstruction of Boardwalk
6. Amending Shared Services Agreement w/ Middle Twp for Construction Official
7. Authorizing Shared Services Agreement w/ Wildwood for Tax Assessor
8. Authorizing Shared Services Agreement w/ CMCMUA for Solid Waste and Recycling
9. Authorizing Shared Services Agreement w/ BSID for Bdwk Bathroom Maintenance
10. Authorizing Sale of Surplus Equipment to City of Wildwood
11. Awarding Contract for Solid Waste and Recycling Collection

**VOUCHER LIST/FINANCE:** Authorizing payment of all approved vouchers

**COUNCIL:**

**PUBLIC:**

**ADJOURNMENT:**

**Next Regular Meeting: Tuesday, October 18, 2022 @ 10:00 AM**

**REGULAR MEETING  
SEPTEMBER 20, 2022  
10:00 AM**

A regular meeting of the North Wildwood City Council was held in the morning of the above date in the City Hall. The President of Council stated, *"The meeting is now open. Adequate notice of this meeting has been provided by posting a copy of the notice of the time and place of this meeting on the City Clerk's bulletin board and by mailing a copy of the same to The Herald, The Press and Wildwood Leader on January 5, 2022."*

**ROLL CALL:** Present were Mayor Patrick Rosenello, President of Council Salvatore Zampirri, Councilpersons Margaret Bishop, David Del Conte, Kellyann Tolomeo and Joseph Rullo. Councilman Edwin Koehler was present via telephonic conference call. Councilman James Kane was not present. Also present were City Administrator Nicholas Long, Solicitor Michael Donohue and Engineer Ralph Petrella.

**MINUTES:** On a motion by Tolomeo, seconded by Bishop, that the minutes of the regular meeting of September 6, 2022 be approved. Carried.

**PROCLAMATION: Joseph Duncan**

**CITY CLERK JETT** read the following:

**Whereas,** Joseph Duncan has been a longtime resident of the City of North Wildwood and has served the students of the area as a school teacher until his retirement from teaching; and

**Whereas,** Mr. Duncan has served the residents and visitors of North Wildwood selling ice cream on the beach for 50 years until his retirement from vending just this month; and

**Whereas,** Mr. Duncan has served the community and specifically, 2<sup>nd</sup> Ward residents, as a member of City Council for 21 years, from 1989 to 2003 and from 2005 to 2010, and was President of Council in 1993; and

**Whereas,** Mr. Duncan has served our Nation as a member of the United States Marine Corps Reserve in the 1960s; and

**Whereas,** with his impending move to Florida in retirement, Mayor and Council deem it appropriate to recognize the important service that Joseph Duncan has rendered to the City of North Wildwood for many years.

**Now, Therefore, Be It Resolved,** that the Mayor and City Council of the City of North Wildwood do hereby honor, congratulate and express the City's gratitude to Joseph Duncan during his longtime residency in the City of North Wildwood and wish him a long, happy and healthy retirement in Florida.

**Be It Further Resolved,** that this proclamation be read in its entirety in, and included in the minutes of, the City Council Meeting of September 20, 2022, making it a part of the permanent records of this City, so that Joseph Duncan may know of the high regard in which he is held by the governing body and the citizens of the City of North Wildwood.

**MAYOR ROSENELLO** presented the proclamation to Mr. Duncan and pictures were taken.

**JOSEPH DUNCAN** stated that he is honored and humbled by the recognition that Mayor and Council have offered. Many people on the beach this year have come up to offer congratulations and best wishes. Ice cream vendors are ambassadors for the City and as recognizable as the Tram Car on the Boardwalk. Although leaving for Florida soon, his heart will always be in North Wildwood.

**REGULAR MEETING  
SEPTEMBER 20, 2022**

**COMMUNICATIONS:**

CAPE MAY COUNTY MUA

RE: Intermediate Processing Facility Year in  
Review – 2020

On a motion by Rullo, seconded by Tolomeo, that the above correspondence be received and filed. Carried.

CAPE MAY COUNTY MUA

RE: August 2022 Regional Pump Station Flow  
Report

On a motion by Rullo, seconded by Tolomeo, that the above correspondence be received and filed. Carried.

TAX ASSESSOR JASON HESLEY

RE: Olde New Jersey Avenue

On a motion by Rullo, seconded by Tolomeo, that the above correspondence be received and filed. Carried. City Clerk Jett explained that New Jersey Avenue is the name on the Tax Map, Olde New Jersey Avenue is on the street signs (along with Google Earth) and is what everyone calls the street, and deeds for properties on that street state that it is North New Jersey Avenue. Jett asked if Council was inclined to follow the suggestion of the Tax Assessor to change the name of New Jersey Avenue (north of 2<sup>nd</sup> Avenue) to Olde New Jersey Avenue by ordinance. On a motion by Rullo, seconded by Tolomeo, that the City Clerk be authorized and directed to prepare a draft ordinance to officially change the name of New Jersey Avenue (north of 2<sup>nd</sup> Avenue) to Olde New Jersey Avenue. Carried.

MARK C. RUCCI

RE: HR/Payroll Supervisor Jeannette Axelsson

**CITY CLERK JETT** read the letter from Mr. Rucci:

Dear Mayor Rosenello & City Council:

I write to express my gratitude for the exemplary service of one of the City of North Wildwood's employees – Ms. Jeannette Axelsson. Over the last several months, my wife and I have navigated the complicated and cumbersome process of finalizing her retirement from Margaret Mace School, electing new healthcare plans, and submitting paperwork regarding our pensions. At times, we hit roadblocks in the process and faced questions to which we did not have answers. I reached out to Jeannette to see if she would be able to help us navigate the process. She exceeded all expectations and went above and beyond as an employee and representative of the City of North Wildwood. Jeannette spent hours both on the phone and online liaising with the State of New Jersey to resolve all issues – never once hesitating. She helped ease my concerns and set an example for the type of service that all City officials should aspire to provide. I thought her help to a resident was deserving of recognition by the Mayor's office and Council. Thank you.

Sincerely,  
Mark C. Rucci

On a motion by Rullo, seconded by Tolomeo, that the above correspondence be received and filed. Carried.

**REGULAR MEETING  
SEPTEMBER 20, 2022**

CITY OF WILDWOOD

RE: Master Plan Reexamination, Notice of Public  
Hearing, October 3

On a motion by Rullo, seconded by Tolomeo, that the above correspondence be received and filed. Carried.

SPECIAL EVENT

RE: Ancient Order of Hibernians Irish Fall Festival,  
September 22-25

On a motion by Tolomeo, seconded by Bishop, that the above special events application be approved. Carried.

SPECIAL EVENT

RE: Benefit Concert for Children’s Fund (Stage  
Request Only), October 16

On a motion by Tolomeo, seconded by Bishop, that the above special events application be approved. Carried.

SPECIAL EVENT

RE: Jaycees/Anglesea Irish Society Bonfire,  
October 22

On a motion by Tolomeo, seconded by Bishop, that the above special events application be approved. Carried.

**APPOINTMENTS:**

**Recreation Department:**

Joe Stefankiewicz	Winter Recreation Aide	9/23/22
Peggy Carusi	Winter Recreation Aide	9/23/22

On a motion by Tolomeo, seconded by Bishop, the above temporary appointments be confirmed. Carried.

Kournie Davidson	Recreation Aide	9/23/22
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On a motion by Tolomeo, seconded by Bishop, the roll being called with all voting in the affirmative, the above permanent, part-time appointment was confirmed.

**REPORTS:**

**CITY CLERK REPORT FOR AUGUST 2022:**

Total monies collected for the Month:	\$ 44,526.00
Total monies turned over to the City Treasurer:	\$ 38,782.00

**REGISTRAR OF VITAL STATISTICS REPORT FOR AUGUST 2022:**

Total monies turned over to the City Treasurer:	\$ 550.00
Totals in NW for Month:	Deaths -2- Marriages -3- Births -0-

**FIRE DEPARMENT REPORT FOR JULY 2022:**

Total monies turned over to the City Treasurer:	\$ 8,442.73
Total Incidents and Inspections for the Month:	583

**POLICE DEPARTMENT REPORT FOR JULY 2022:**

Total monies turned over to the City Clerk’s Office:	\$ 139.20
Total Incidents Handled by the Department for the Month:	4,395



# REGULAR MEETING

## SEPTEMBER 20, 2022

## POLICE DEPARTMENT REPORT FOR AUGUST 2022:

Total monies turned over to the City Clerk's Office.....	\$ 1,021.50
Total Incidents Handled by the Department for the Month.....	4,078

## RECREATION DEPARTMENT REPORT FOR JUNE 2022:

Total monies turned over to the City Treasurer.....	\$12,095.00
Total # persons using Recreation Center.....	6,236

## RECREATION DEPARTMENT REPORT FOR JULY 2022:

Total monies turned over to the City Treasurer.....	\$15,285.00
Total # persons using Recreation Center.....	13,941

## **CMC ANIMAL SHELTER REPORT FOR MAY 2022:**

Total NW Adoptions for Month.....	1
Total Reclaims for Month.....	1
Total Intakes for Month.....	11

On a motion by Tolomeo, seconded by Del Conte, that the above reports be received and filed as presented. Carried.

**ORDINANCES:**

**ORDINANCE NO. 1887** - On a motion by Bishop, seconded by Tolomeo, that Ordinance No. 1887 be placed on its first reading. Carried.

The City Clerk read Ordinance No. 1887 by its title, known as “*An Ordinance Amending Chapter 178, Bulkheads, Of The Code Of The City Of North Wildwood*”.

On a motion by Rullo, seconded by Tolomeo, that Ordinance No. 1887 be passed on its first reading and published according to Law, the City Clerk called the roll, all voting in the affirmative, the President of Council declared Ordinance No. 1887 passed on its first reading. A public hearing and consideration of final adoption of this ordinance will be held on Tuesday, October 18, 2022 at 10:00 AM.

**RESOLUTIONS:**

# 222-22

RE: Refund For Overpayment Of Real Estate Taxes

The above resolution was offered by Bishop, seconded by Rullo, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

# 223-22

RE: Approving The Filing Of An Application For The  
Coastal Resiliency Grant Program Funding  
Through The PRO-NJ Grantor Trust

The above resolution was offered by Del Conte, seconded by Bishop, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted. Mayor Rosenello stated that the 5<sup>th</sup> Avenue Boat Ramp is in need of a major overhaul. Doing the total project at one time would be cost-prohibitive; therefore, this grant could provide \$500,000 towards the reconstruction of the ramp, with other improvements coming later.

# 224-22

RE: Amending Resolution No. 209-22 – Authorizing  
A Professional Services Agreement With  
Marzulla Law For Specialized Legal Services

The above resolution was offered by Rullo, seconded by Tolomeo, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

**REGULAR MEETING  
SEPTEMBER 20, 2022**

# 225-22

RE: Adoption Of North Wildwood Beach Patrol  
Lifeguard Manual

The above resolution was offered by Bishop, seconded by Rullo, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

# 226-22

RE: Declaring Emergency Situation And Authorizing  
An Emergency Contract For Snow Removal

The above resolution was offered by Tolomeo, seconded by Rullo, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

# 227-22

RE: Authorizing City Clerk To Advertise For Bids  
For Various Renovation Projects

The above resolution was offered by Rullo, seconded by Bishop, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

# 228-22

RE: Authorizing Approval Of Items Of Revenue And  
Appropriation – 2022 NJ UEZ Grant For  
Infrastructure And Repair Project – Pursuant To  
N.J.S.A. 40A:4-87

The above resolution was offered by Del Conte, seconded by Bishop, the roll being called, all voting in the affirmative, the President of Council declared the resolution duly adopted.

**FINANCE/VOUCHER LIST:**

On a motion by Bishop, seconded by Tolomeo, authorizing payment of all approved vouchers. Carried. Pursuant to Resolution #10-22, all bills listed below be paid and warrants drawn by the proper officers for the stated amounts.

Check #	Vendor Name	Net Amount
53011	NJ STATE HEALTH BENEFITS PRGRM	162,319.36
53011	NJ STATE HEALTH BENEFITS PRGRM	27,949.86
53011	NJ STATE HEALTH BENEFITS PRGRM	2,975.20
53012	AT&T MOBILITY	25.65
53013	ADMINISTRATIVE ADVANTAGE	2,071.74
53014	AT & T	1,412.98
53015	AMERIFLEX	508.25
53016	ADP LLC	13.00
53017	BURLEIGH STORAGE	4,200.00
53018	BARBER CONSULTING SERVICES	125.00
53019	Blaney, Donohue, Weinberg PC	333.50
53019	Blaney, Donohue, Weinberg PC	18,750.00
53020	CARLSEN GROUP INC, THE	87.00
53020	CARLSEN GROUP INC, THE	87.00
53021	COASTAL LANDSCAPING	125.03
53021	COASTAL LANDSCAPING	125.00
53022	COMCAST	177.42
53022	COMCAST	257.28
53022	COMCAST	9.02
53022	COMCAST	24.10
53022	COMCAST	166.21

53022	COMCAST	307.29
53022	COMCAST	209.70
53022	COMCAST	27.06
53022	COMCAST	61.12
53022	COMCAST	335.53
53022	COMCAST	483.63
53022	COMCAST	172.21
53023	ATLANTIC CITY ELECTRIC	15,199.44
53023	ATLANTIC CITY ELECTRIC	1,575.22
53023	ATLANTIC CITY ELECTRIC	24,856.57
53024	CHARLES MARANDINO LLC	30,444.11
53025	CARDINAL DOUGHERTY SOCCER ALUM	60.00
53026	DUFFY STRING BAND	1,200.00
53027	ERCO CEILINGS OF SOMERS POINT	1,965.00
53028	EMR POWER SYSTEMS, LLC	6,489.84
53029	K.O. SPORTS	3,150.00
53029	K.O. SPORTS	195.00
53029	K.O. SPORTS	156.00
53029	K.O. SPORTS	2.00
53030	LILLISTON HONDA INC	12,241.50
53031	M. S. BROWN JEWELERS	80.00
53032	THE LAWNMOWER MAN	433.92
53033	PARKMOBILE LLC	25,373.70
53034	PIONEER MFG CO INC	790.00
53034	PIONEER MFG CO INC	10.00
53035	THE POLICE AND SHERIFFS PRESS	17.58
53036	V.E. RALPH & SON, INC.	169.00
53037	BARBARA BOWDEN	24.27
53038	SHORE COUNSELING, LLC	742.62
53039	RICK LARRIMORE	1,500.00
53040	Seaport Pier	3,568.98
53041	SHORE VETERINARIANS ANIMAL	120.00
53041	SHORE VETERINARIANS ANIMAL	3,300.00
53042	SOUTH JERSEY GAS CO	43.23
53042	SOUTH JERSEY GAS CO	61.29
53042	SOUTH JERSEY GAS CO	61.29
53042	SOUTH JERSEY GAS CO	66.75
53042	SOUTH JERSEY GAS CO	95.49
53042	SOUTH JERSEY GAS CO	176.86
53042	SOUTH JERSEY GAS CO	248.67
53042	SOUTH JERSEY GAS CO	65.75
53042	SOUTH JERSEY GAS CO	32.11
53042	SOUTH JERSEY GAS CO	82.97
53042	SOUTH JERSEY GAS CO	42.68
53042	SOUTH JERSEY GAS CO	58.37
53043	Stefankiewicz & Belasco LLC	350.00
53043	Stefankiewicz & Belasco LLC	28.00
53043	Stefankiewicz & Belasco LLC	5,000.00
53044	TAYLOR OIL COMPANY	4,863.08
53044	TAYLOR OIL COMPANY	3,461.33
53045	TRINITY CODE INSPECTIONS LLC	4,809.00
53045	TRINITY CODE INSPECTIONS LLC	7,383.00
53045	TRINITY CODE INSPECTIONS LLC	6,360.00
53046	WB MASON CO INC	4.75
53046	WB MASON CO INC	0.95
53046	WB MASON CO INC	1.90
53047	CHRISTOPHER J.WINTER SR.	450.00
53048	Rachel Eames	70.00
53049	Sean Silvernagle	450.00
53050	Thomas Tran	450.00

53051	Thomas Ray	450.00
53052	Noah Clark	450.00
53053	Brandon Knapp	450.00
53054	Inderpreet Singh	450.00
53055	Aaron Romano	450.00
53056	Jonathan Hoffman	450.00
53057	Dominick Speciale	450.00
53058	Dominic Haid	450.00
53059	Chris Johnson	450.00
53060	Mitchell Calloway	450.00
53061	Horizon Abstract	835.14
53069	BANK OF AMERICA	181.88
53069	BANK OF AMERICA	665.00
53069	BANK OF AMERICA	335.16
53069	BANK OF AMERICA	7.98
53069	BANK OF AMERICA	16.81
53069	BANK OF AMERICA	133.52
53069	BANK OF AMERICA	13.89
53069	BANK OF AMERICA	32.82
53069	BANK OF AMERICA	13.80
53069	BANK OF AMERICA	19.42
53069	BANK OF AMERICA	16.65
53069	BANK OF AMERICA	12.99
53069	BANK OF AMERICA	39.18
53069	BANK OF AMERICA	-53.17
53069	BANK OF AMERICA	-74.97
53069	BANK OF AMERICA	-29.99
53069	BANK OF AMERICA	-59.98
53069	BANK OF AMERICA	115.20
53069	BANK OF AMERICA	44.19
53069	BANK OF AMERICA	8.90
53069	BANK OF AMERICA	35.70
53069	BANK OF AMERICA	45.99
53069	BANK OF AMERICA	16.99
53069	BANK OF AMERICA	11.90
53069	BANK OF AMERICA	23.17
53069	BANK OF AMERICA	25.95
53069	BANK OF AMERICA	41.69
53069	BANK OF AMERICA	38.38
53069	BANK OF AMERICA	48.01
53069	BANK OF AMERICA	86.99
53069	BANK OF AMERICA	365.50
53069	BANK OF AMERICA	224.88
53069	BANK OF AMERICA	232.00
53069	BANK OF AMERICA	68.61
53069	BANK OF AMERICA	8,508.72
53069	BANK OF AMERICA	14.06
53069	BANK OF AMERICA	120.96
53069	BANK OF AMERICA	49.60
53069	BANK OF AMERICA	143.16
53069	BANK OF AMERICA	30.02
53069	BANK OF AMERICA	290.32
53069	BANK OF AMERICA	282.10
53069	BANK OF AMERICA	15.47
53069	BANK OF AMERICA	158.24
53069	BANK OF AMERICA	390.34
53069	BANK OF AMERICA	48.43
53069	BANK OF AMERICA	150.84
53069	BANK OF AMERICA	123.27
53069	BANK OF AMERICA	248.00

53069	BANK OF AMERICA	352.22
53069	BANK OF AMERICA	616.26
53069	BANK OF AMERICA	837.24
53069	BANK OF AMERICA	101.65
53069	BANK OF AMERICA	35.31
53069	BANK OF AMERICA	1,050.68
53069	BANK OF AMERICA	271.30
53069	BANK OF AMERICA	492.37
53069	BANK OF AMERICA	258.26
53069	BANK OF AMERICA	409.41
53069	BANK OF AMERICA	1,630.96
53069	BANK OF AMERICA	542.59
53069	BANK OF AMERICA	433.24
53069	BANK OF AMERICA	480.39
53069	BANK OF AMERICA	136.65
53069	BANK OF AMERICA	9.99
53069	BANK OF AMERICA	30.16
53069	BANK OF AMERICA	164.12
53069	BANK OF AMERICA	-10.20
53069	BANK OF AMERICA	-153.92
53069	BANK OF AMERICA	385.00
53069	BANK OF AMERICA	385.00
53069	BANK OF AMERICA	111.00
53069	BANK OF AMERICA	56.50
53069	BANK OF AMERICA	136.90
53069	BANK OF AMERICA	90.00
53069	BANK OF AMERICA	90.00
53069	BANK OF AMERICA	417.51
53069	BANK OF AMERICA	36.20
53069	BANK OF AMERICA	155.92
53069	BANK OF AMERICA	-155.92
53069	BANK OF AMERICA	50.00
53069	BANK OF AMERICA	925.69
53069	BANK OF AMERICA	282.50
53069	BANK OF AMERICA	215.21
53069	BANK OF AMERICA	27.78
53069	BANK OF AMERICA	96.84
53069	BANK OF AMERICA	34.10
53069	BANK OF AMERICA	527.26
53069	BANK OF AMERICA	162.24
53069	BANK OF AMERICA	111.60
53069	BANK OF AMERICA	75.16
53069	BANK OF AMERICA	129.00
53069	BANK OF AMERICA	42.50
53069	BANK OF AMERICA	259.30
53069	BANK OF AMERICA	-129.00
53069	BANK OF AMERICA	149.00
53069	BANK OF AMERICA	148.28
53069	BANK OF AMERICA	55.92
53069	BANK OF AMERICA	38.92
53069	BANK OF AMERICA	177.78
53069	BANK OF AMERICA	63.30
53069	BANK OF AMERICA	49.85
53069	BANK OF AMERICA	11.94
53069	BANK OF AMERICA	154.12
53069	BANK OF AMERICA	80.01
53069	BANK OF AMERICA	8.48
53069	BANK OF AMERICA	3,627.20
53069	BANK OF AMERICA	1,775.00
53069	BANK OF AMERICA	164.14

53069	BANK OF AMERICA	145.00
53069	BANK OF AMERICA	331.04
53069	BANK OF AMERICA	900.00
53069	BANK OF AMERICA	833.70
53069	BANK OF AMERICA	1,021.73
53069	BANK OF AMERICA	-960.00
53069	BANK OF AMERICA	130.00
53069	BANK OF AMERICA	2,368.30
53069	BANK OF AMERICA	224.20
53069	BANK OF AMERICA	64.05
53069	BANK OF AMERICA	380.00
53069	BANK OF AMERICA	206.00
53069	BANK OF AMERICA	320.99
53069	BANK OF AMERICA	148.00
53069	BANK OF AMERICA	6,360.00
53069	BANK OF AMERICA	22.90
53069	BANK OF AMERICA	180.00
53069	BANK OF AMERICA	180.00
53069	BANK OF AMERICA	180.00
53069	BANK OF AMERICA	175.00
53069	BANK OF AMERICA	455.00
53069	BANK OF AMERICA	100.00
53069	BANK OF AMERICA	74.90
53069	BANK OF AMERICA	1,677.76
53069	BANK OF AMERICA	1,949.00
53069	BANK OF AMERICA	808.38
53069	BANK OF AMERICA	650.00
53069	BANK OF AMERICA	154.74
53069	BANK OF AMERICA	327.34
53069	BANK OF AMERICA	65.00
53069	BANK OF AMERICA	91.15
53069	BANK OF AMERICA	150.00
53069	BANK OF AMERICA	59.95
53069	BANK OF AMERICA	120.00
53069	BANK OF AMERICA	760.00
53069	BANK OF AMERICA	760.00
53069	BANK OF AMERICA	760.00
53069	BANK OF AMERICA	44.95
53069	BANK OF AMERICA	350.75
53069	BANK OF AMERICA	15.54
53069	BANK OF AMERICA	1,071.40
53069	BANK OF AMERICA	80.79
53069	BANK OF AMERICA	4.00
53069	BANK OF AMERICA	12.42
53069	BANK OF AMERICA	5.61
53069	BANK OF AMERICA	31.63
53069	BANK OF AMERICA	11.21
53069	BANK OF AMERICA	4.40
53069	BANK OF AMERICA	11.52
53069	BANK OF AMERICA	-80.79
53069	BANK OF AMERICA	52.22
53069	BANK OF AMERICA	316.38
53069	BANK OF AMERICA	261.50
53069	BANK OF AMERICA	1,131.14
53069	BANK OF AMERICA	-18.00
53069	BANK OF AMERICA	89.85
53069	BANK OF AMERICA	213.45
53069	BANK OF AMERICA	110.94
53069	BANK OF AMERICA	89.85
53069	BANK OF AMERICA	104.10

53069	BANK OF AMERICA	221.88
53069	BANK OF AMERICA	49.99
53069	BANK OF AMERICA	1,461.04
53069	BANK OF AMERICA	-55.04
53069	BANK OF AMERICA	13.65
53069	BANK OF AMERICA	150.57
53069	BANK OF AMERICA	26.70
53069	BANK OF AMERICA	42.64
53069	BANK OF AMERICA	65.70
53069	BANK OF AMERICA	56.43
53069	BANK OF AMERICA	231.98
53069	BANK OF AMERICA	10.88
53069	BANK OF AMERICA	137.45
53069	BANK OF AMERICA	208.05
53069	BANK OF AMERICA	92.50
53069	BANK OF AMERICA	45.26
53069	BANK OF AMERICA	-684.42
53069	BANK OF AMERICA	74.85
53069	BANK OF AMERICA	76.60
53069	BANK OF AMERICA	104.74
53069	BANK OF AMERICA	57.16
53069	BANK OF AMERICA	102.16
53069	BANK OF AMERICA	23.96
53069	BANK OF AMERICA	-502.63
53069	BANK OF AMERICA	88.15
53069	BANK OF AMERICA	115.00
53069	BANK OF AMERICA	45.90
53069	BANK OF AMERICA	-88.15
53069	BANK OF AMERICA	35.94
53069	BANK OF AMERICA	432.64
53069	BANK OF AMERICA	13.16
53069	BANK OF AMERICA	179.80
53069	BANK OF AMERICA	59.60
53069	BANK OF AMERICA	85.20
53069	BANK OF AMERICA	168.41
53069	BANK OF AMERICA	81.08
53069	BANK OF AMERICA	220.77
53069	BANK OF AMERICA	-13.72
53069	BANK OF AMERICA	737.00
53069	BANK OF AMERICA	46.88
53069	BANK OF AMERICA	7.00
53069	BANK OF AMERICA	26.76
53069	BANK OF AMERICA	7.95
53069	BANK OF AMERICA	21.88
53069	BANK OF AMERICA	32.70
53069	BANK OF AMERICA	118.00
53069	BANK OF AMERICA	454.68
53069	BANK OF AMERICA	193.38
53069	BANK OF AMERICA	56.97
53069	BANK OF AMERICA	22.35
53069	BANK OF AMERICA	75.99
53069	BANK OF AMERICA	33.78
53069	BANK OF AMERICA	26.98
53069	BANK OF AMERICA	65.12
53069	BANK OF AMERICA	44.70
53069	BANK OF AMERICA	228.77
53069	BANK OF AMERICA	257.42
53069	BANK OF AMERICA	3.58
53069	BANK OF AMERICA	31.29
53069	BANK OF AMERICA	104.85

53069	BANK OF AMERICA	44.70
53069	BANK OF AMERICA	22.35
53069	BANK OF AMERICA	29.98
53069	BANK OF AMERICA	1,063.65
53069	BANK OF AMERICA	107.68
53069	BANK OF AMERICA	90.36
53070	ACTION UNIFORM CO.	178.00
53070	ACTION UNIFORM CO.	149.00
53071	ANDREW HACKETT	100.00
53072	ANTHONY STEFANELLI	100.00
53073	BASSETTI PHOTO INC	2,747.00
53074	DAVE GREENLAND	1,500.00
53075	ROBERT DAVIS	400.00
53076	SETH FUSCELLARO	4,400.00
53077	FOLEY CAT	4,856.00
53078	FRANCIS G NOLAN	400.00
53079	RONALD GELZUNAS	9,929.00
53080	GEORGE J KAROLYI	400.00
53081	herbert porter	100.00
53082	James A Munda	900.00
53083	JESSICA DONAHUE	40.00
53084	LESLIE CLINE	400.00
53085	LOWTHER SMALL ENGINE, INC.	11,500.00
53086	Marzulla Law, LLC	15,000.00
53087	MICHELE BARBARO	40.00
53088	MATTHEW J MCCRORY JR	400.00
53089	NORTH WILDWOOD BD OF EDUCATION	634,134.00
53090	NEHMAD DAVIS & GOLDSTIEN PC	423.20
53091	ONE CALL CONCEPTS, INC	91.52
53092	COMFORT NOW LLC	561.25
53092	COMFORT NOW LLC	929.50
53092	COMFORT NOW LLC	696.00
53093	PERNA FINNEGAN, INC	29,194.76
53094	JOE QUATTRONE	4,350.00
53095	RICHARD DAVIS	200.00
53096	ROY BURNHAM	50.00
53097	RYAN LEWANDOWSKI	550.00
53098	ROBERT J NOCELLA	50.00
53099	SHORE QUALITY CLEANING	460.00
53100	SEA BOX INC	750.00
53102	VAN NOTE-HARVEY ASSOCIATES	12,833.91
53102	VAN NOTE-HARVEY ASSOCIATES	139.20
53102	VAN NOTE-HARVEY ASSOCIATES	319.20
53102	VAN NOTE-HARVEY ASSOCIATES	499.20
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53102	VAN NOTE-HARVEY ASSOCIATES	180.00
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53102	VAN NOTE-HARVEY ASSOCIATES	360.00
53102	VAN NOTE-HARVEY ASSOCIATES	925.25



53102	VAN NOTE-HARVEY ASSOCIATES	3,420.00
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53102	VAN NOTE-HARVEY ASSOCIATES	2,443.50
53102	VAN NOTE-HARVEY ASSOCIATES	720.00
53102	VAN NOTE-HARVEY ASSOCIATES	1,339.50
53102	VAN NOTE-HARVEY ASSOCIATES	8,472.00
53103	CITY OF WILDWOOD	51,177.60
53104	WARWICK GROUP CONSULTANTS LLC	4,400.00
53105	WILLIAM F GREEN	400.00

**COUNCIL:**

**COUNCILWOMAN BISHOP** wished Joe Duncan a long and healthy retirement in Florida.

**MAYOR ROSENELLO** stated that he does not remember a time when he and Joe Duncan were not acquainted. His was a distinct voice on the beach for 50 years. His retirement is well-deserved. North Wildwood will miss him.

**PUBLIC:** None.

**ADJOURNMENT:**

On a motion by Tolomeo, seconded by Bishop, that there being no further business before Council, we do now adjourn. Carried. 10:22 AM.

**APPROVED:**

---

Patrick T. Rosenello, Mayor

**ATTEST:**

---

W. Scott Jett, City Clerk

***This is a generalization of the meeting of September 20, 2022 and not a verbatim transcript.***

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman  
Richard Rixey, Vice Chairman  
William G. Burns, Jr.  
Patricia A. Callinan  
Carol A. Heenan  
Zeth Matalucci  
Carol L. Saduk

## Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210  
Telephone: (609) 465-9026 • Telefax: (609) 465-9025  
www.cmcmua.com

September 19, 2022

RE: **Proposed CMCMUA User Charge System – Rate Setting Report  
Wastewater Management Program, User Charges, Effective January 1, 2023**

Dear Mayor/Participant:

The 2023 Proposed Cape May County Municipal Utilities Authority (CMCMUA and/or Authority) Use Charge System - Rate Setting Report Wastewater Management Program User Charges. (hereinafter referred to as "Report") and Notice of Public Hearing for the Report were issued on September 13, 2022. The Report itself is very similar to previous years in format and is identical in its methodology for determining the projected annual charges to each Participant.

The Authority takes a "zero-based" budgeting approach when developing anticipated expenses and revenues each year. This approach ensures that all needs are met while considering all outside factors such as fluctuations in costs caused by market conditions. For 2023, several areas of the Operations and Maintenance budget increased significantly compared to the 2022 budget due to larger than usual price increases. For example; the price of chemicals critical to the wastewater treatment process such as Sodium Hypochlorite increased 95%, Ferric Chloride increased 84.5%, and Hydrogen Peroxide increased 35%. The Authority has attempted to quell the impacts of these price increases by strategically issuing short term contracts.

In addition to the proposed User Charges set forth in the Report, the Authority provides a projection of future User Charges. In the development of the 2022 User Charges the Authority projected that the overall increase to the participants would be 2.5% from 2022 to 2023. This information can be found in the spreadsheet labeled "COMPARISON – 2019 through 2025 USER RATES" within the Wastewater Management Program CMCMUA User Charge System Rate Setting Report for 2022. After considering all expenses and other budgeted revenues, the charges to the Participants for 2023 are proposed to increase by 2.75% from Fiscal Year 2022. The increase from 2.5% to 2.75% can be directly attributed to the increases in the operations and maintenance budget as previously presented.

The Authority encourages each participant to review the Report, submit comments and questions, as well as participate in the public hearing to be held on Wednesday October 5, 2022 at 6:30 P.M.

Please do not hesitate to contact me directly at [palomboj@cmcmua.com](mailto:palomboj@cmcmua.com) if you have any questions regarding the Report, the budgetary factors considered in the Report, or the Notice of Public Hearing.

Very truly yours,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

Joshua Palombo  
Wastewater Program Manager

JP:amm

cc: Mr. Joseph V. Rizzuto  
Mr. Robert P. Donato, CPA

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman  
Richard Rixey, Vice Chairman  
William G. Burns, Jr.  
Patricia A. Callinan  
Carol A. Heenan  
Zeth Matalucci  
Carol L. Saduk

## Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210

Telephone: (609) 465-9026 • Telefax: (609) 465-9025

[www.cmcmua.com](http://www.cmcmua.com)

September 13, 2022

RE: Proposed CMCMUA User Charge System – Rate Setting Report  
Wastewater Management Program, User Charges, Effective January 1, 2023

Dear Mayor/Participant:

In accordance with the provisions of Section 401 of the Service Agreement between the Cape May County Municipal Utilities Authority ("CMCMUA" or "Authority") and the various municipalities, municipal utilities authorities and corporations (the "Participants") relating to the treatment of wastewater delivered to Authority facilities, and in accordance with N.J.S.A. 40:14B-1 et seq., as amended, a Public Hearing on the Proposed Fiscal Year 2023 Annual Charges for the CMCMUA's Wastewater Management Program has been scheduled for Wednesday, October 5, 2022 at 6:30 p.m. The proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023, along with any modifications deemed appropriate by the Members of the Authority following consideration of any public comments received by the Authority, are expected to be considered for adoption by the Members of the Authority at the October 5, 2022 regularly scheduled meeting of the CMCMUA and shall become effective on January 1, 2023.

Commencing September 13, 2022, a copy of the proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023 will be available for public inspection at the principal office of each Participant (in the case of municipalities, in the office of the Municipal Clerk), the Lower Township and Middle Township Branches of the Cape May County Library, and also at the above noted office of the CMCMUA. A copy of this document is also available for downloading at the CMCMUA's website at [www.cmcmua.com](http://www.cmcmua.com).

Written comments regarding the Authority's proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023 can be submitted to the Authority at 1523 Route 9 North, Cape May Court House, NJ 08210 or placed in the drop box located at the Authority's Administration Building any time prior to the October 5, 2022 Public Hearing.

A certified verbatim transcript of the Public Hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

If we can provide you with any assistance on this subject, or help explain the information contained in the report, please do not hesitate to contact me.

Very truly yours,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

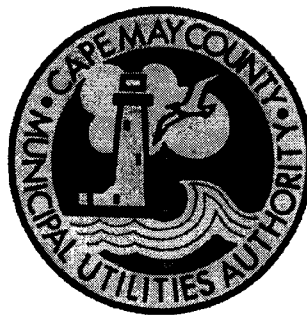
Joshua Palombo  
Wastewater Program Manager

JP:amm

Attachments

cc: Clerk  
Business Administrator  
Chief Financial Officer

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**



**CMCMUA USER CHARGE SYSTEM  
RATE SETTING REPORT**

**WASTEWATER MANAGEMENT PROGRAM  
USER CHARGES**

**EFFECTIVE JANUARY 1, 2023  
(PROPOSED)**

**CMCMUA USER CHARGE SYSTEM  
RATE SETTING REPORT**

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## **Section I. Introduction**

## I. Introduction

The primary purpose of this Rate Setting Report is to present information to Participants of the Cape May County Municipal Utilities Authority's (hereinafter referred to as Authority or CMCMUA) Wastewater Management Program and the general public regarding the user charges which are proposed to go into effect commencing on January 1, 2023, for Fiscal Year 2023 (i.e. calendar year 2023).

The charges for wastewater conveyance and treatment services in Ocean City will be billed to New Jersey American Water which provides local sewage collection service within the City of Ocean City. In turn, New Jersey American Water will pass these costs onto the individual users of the system, along with New Jersey American Water's own cost for the operation of the local sewage collection system.

The charges for wastewater conveyance and treatment services in the City of Cape May, Borough of West Cape May, Borough of Cape May Point, Borough of Stone Harbor, City of Sea Isle City, Borough of Avalon, Township of Middle (including areas in Cape May Court House, Mayville, Burleigh, Rio Grande, Avalon Manor, Stone Harbor Manor/Blvd. and Harbor Bay Center), City of North Wildwood, City of Wildwood, Borough of Wildwood Crest, Borough of West Wildwood, and the Shawcrest Area of the Township of Lower, will be billed by the CMCMUA directly to each Participant municipality or local sewerage agency, as appropriate. In turn, each Participant will pass the cost for regional service on to the individual users of the system, along with the Participant's own costs for the operation of the local sewage collection system.

The County of Cape May will be billed for the sewage received from the County Complex at Crest Haven. Likewise, the New Jersey Turnpike Authority will be billed for the sewage received from the Garden State Parkway's Ocean View Service Area and Swanton Maintenance Yard and Avalon State Police Barracks.

The CMCMUA has, historically, not received any high strength waste from its Participants, and the proposed Fiscal Year 2023 Budget does not anticipate receiving any additional revenue from such waste. However, in order to accommodate the receipt of any high strength wastes from any sources within any of the Service Regions, as in past

years, this Report also proposes rates for a surcharge on high strength wastes for Fiscal Year 2023.

Due to damages incurred by a fire in one of the two reactors at the County-Wide Sludge Composting Facility in November 2015, the County-Wide Sludge Composting Facility is not currently in operation. In 2021 the Authority did not renew the operating permit for the facility, deeming the facility permanently closed.

In addition, rates are proposed for the receipt and treatment of septage and landfill leachate at the Seven Mile Beach/Middle Regional Wastewater Treatment Facility during Fiscal Year 2023.

Rates are herein proposed for the conveyance and disposal of the treated effluent from the Lower Township Municipal Utilities Authority's Wastewater Treatment Facility. This rate has been calculated in accordance with the Service Agreement between the Authority and Lower Township Municipal Utilities Authority (LTMUA).



## **Section II. Background**

## II. Background

Created by resolution of the Cape May County Board of County Commissioners (formerly named The Board of Chosen Freeholders) in 1972, CMCMUA was formed specifically for the purposes of planning, designing and implementing wastewater and solid waste management programs for the improvement, preservation, and protection of the natural and socio-economic environments of Cape May County.

### A. Regional Service Areas

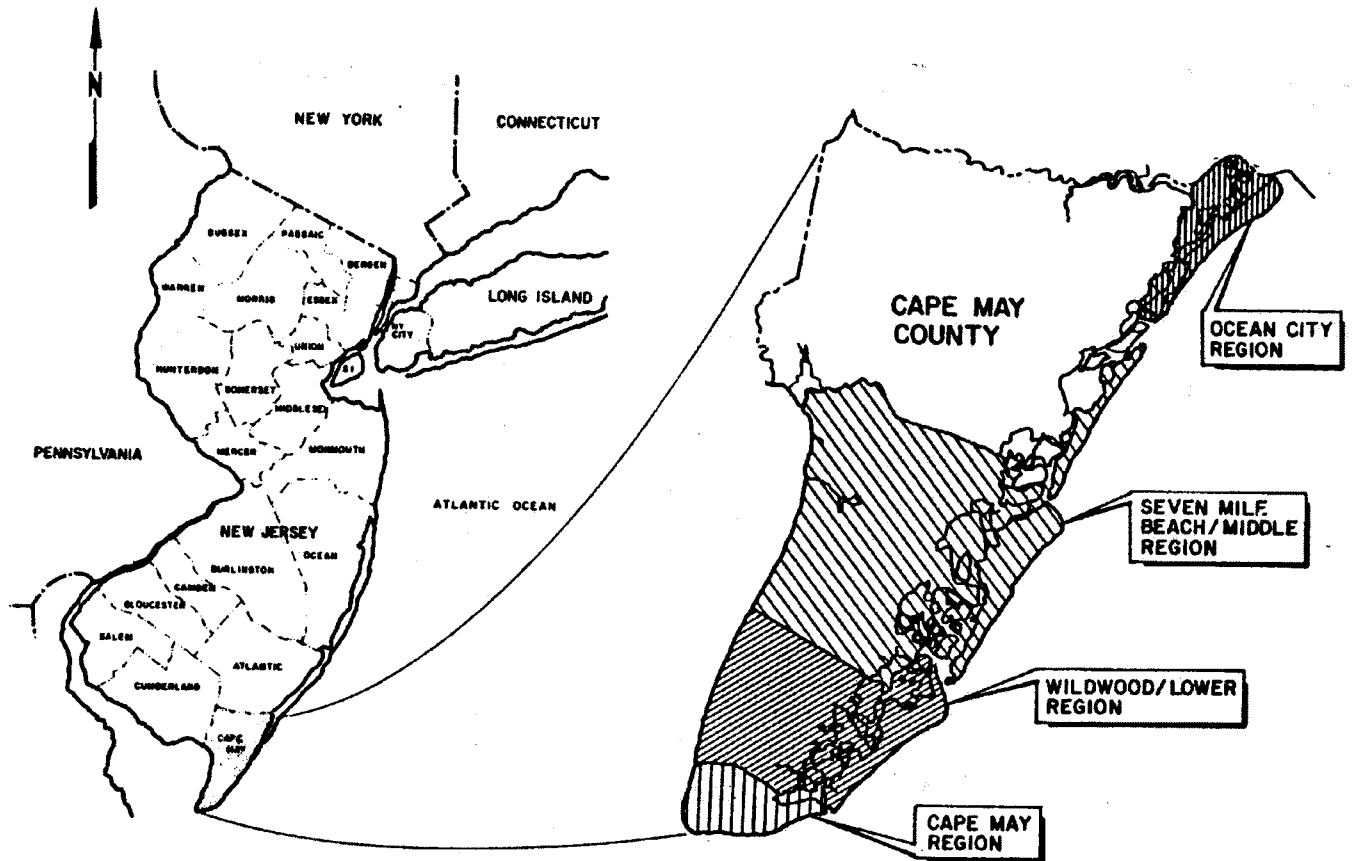
The CMCMUA, on November 16, 1977, officially adopted the "County-Wide Selected Plan", which established regional wastewater planning areas throughout Cape May County. This plan has been approved by the United States Environmental Protection Agency (USEPA) and New Jersey Department of Environmental Protection (NJDEP). The four (4) Regional Planning Areas delineated by this Selected Plan, for which facilities have been provided during the initial planning phase, are: the Ocean City, Cape May, Seven Mile Beach/Middle and Wildwood/Lower Service Regions. The general area of each region has been identified geographically, as shown in Figure 1, while Figure 2 lists the Participants within each Service Region currently serviced by the Regional Wastewater System. The Service Regions delineated in Figure 1 represent the study areas which were evaluated during the facilities planning process. Therefore, it should be recognized that large portions of the study areas, particularly on the mainland, are not slated to receive regional wastewater treatment services.

Wastewater collection, transmission, treatment and disposal facilities have been separately provided for in each of the four (4) Service Areas.

All Service Areas are currently operational. Management and administration of these regional facilities are centralized under the coordinated control of the CMCMUA. Within each Service Area, or Region, staffing is provided as necessary to operate and maintain the Wastewater Treatment Facilities. In addition, a centralized Sludge Composting Facility / Sludge Transfer Facility, located adjacent to the Seven Mile Beach/Middle Region Wastewater Treatment Facility, receives the sludge which is generated at the four (4) Regional Wastewater Treatment Plants. Descriptions of the CMCMUA's Wastewater and Sludge Treatment Facilities are briefly presented below:

**Figure 1**

**CMCMUA User Charge System  
Location of Participants by Region**



**Figure 2**  
**CMCMUA USER CHARGE SYSTEM**  
**LIST OF PARTICIPANTS BY REGION**

<b><u>Region</u></b>	<b><u>Participant</u></b>
Ocean City	<ul style="list-style-type: none"> <li>- Ocean City</li> <li>- New Jersey-American Water Company</li> </ul>
Cape May	<ul style="list-style-type: none"> <li>- West Cape May</li> <li>- Cape May Point</li> <li>- Cape May City (Includes the U.S. Coast Guard Base)</li> </ul>
Seven Mile Beach/Middle	<ul style="list-style-type: none"> <li>- Stone Harbor</li> <li>- Sea Isle City</li> <li>- Avalon</li> <li>- Cape May County (Crest Haven Complex)</li> <li>- Middle Township - (Cape May Court House)</li> <li>- Middle Township - (Avalon Manor)</li> <li>- Middle Township - (Stone Harbor Manor/Stone Harbor Blvd.)</li> <li>- Middle Township - (Court House South)</li> <li>- Middle Township – (Harbor Bay Center)</li> <li>- New Jersey Turnpike Authority (Ocean View Service Area/Swainton Maintenance Yard and Avalon State Police Barracks)</li> </ul>
Wildwood/Lower	<ul style="list-style-type: none"> <li>- Wildwood</li> <li>- Wildwood Crest</li> <li>- West Wildwood</li> <li>- North Wildwood</li> <li>- Middle Township - (Rio Grande)</li> <li>- Lower Township Municipal Utilities Authority (Shawcrest)</li> </ul>

1. Ocean City Region

A 6.3 million gallons per day (MGD) capacity Secondary Wastewater Treatment Facility for Ocean City has been in operation since February 1982. The facility was re-rated at 7.3 MGD by the NJDEP in the summer of 1994. Effective with the reissuance of the NJPDES permit renewal on April 1, 2001, the facility was again rerated by the NJDEP at 8.24 MGD. Transmission facilities consist of four (4) regional pumping stations and approximately 52,000 lineal feet of force mains. These Transmission Facilities terminate at the Regional Wastewater Treatment Facility located at the western end of 45th Street. Treated effluent is discharged through an outfall and diffuser system which extends approximately 6,000 lineal feet from the shoreline into the Atlantic Ocean, east of the treatment facility site.

2. Cape May Region

A 3.0 MGD capacity Secondary Wastewater Treatment Facility, located at the site of the former Cape May City Treatment Plant, began operation in February, 1984. Regional transmission facilities consist of three (3) pumping stations and approximately 20,000 lineal feet of force mains. The treated effluent is conveyed by force main to the Authority's Effluent Disposal Facility adjunct to the Lower Township Municipal Utilities Authority's Wastewater Treatment Facility, where it is combined with the effluent from the Lower Township Municipal Utilities Authority's Wastewater Treatment Facility and re-pumped to the effluent pumping station at the Wildwood/Lower Regional Wastewater Treatment Facility. The combined effluent from all three treatment plants is discharged into the Atlantic Ocean via the Wildwood/Lower Regional Ocean Outfall and diffuser system.

3. Seven Mile Beach/Middle Region

A 7.67 MGD capacity Secondary Wastewater Treatment Facility, located near the County Complex at Crest Haven in Middle Township, began operation in August, 1987. Transmission facilities include ten (10) pumping stations and approximately 84,000 lineal feet of force main pipelines. Treated effluent is discharged into the Atlantic Ocean through an outfall and diffuser system consisting of 30,000 lineal feet of land-based pipeline and 5,200 lineal feet of marine outfall line.

In addition, facilities have been provided at the Seven Mile Beach/Middle Regional Wastewater Treatment Facility to receive and treat all of the septage waste, leachates and liquid sludges generated in Cape May County.

4. Wildwood/Lower Region

A 14.2 MGD capacity Secondary Wastewater Treatment Facility located on Route 47 east of Rio Grande, began operation in April, 1988. Transmission facilities include seven (7) pumping stations and approximately 52,900 lineal feet of force mains. Effluent is discharged into the Atlantic Ocean through an ocean outfall and diffuser system.

The Wildwood/Lower's effluent disposal system also conveys the treated effluent from the Cape May Region and the Lower Township Municipal Utilities Authority Wastewater Treatment Facilities for discharge through the common ocean outfall and diffuser system into the Atlantic Ocean.

5. County-Wide Sludge Composting Facility / Sludge Transfer Facility

A centralized Sludge Composting Facility utilizing an in-vessel mechanical composting process followed by aerated windrows to stabilize sludges generated at the various Regional Wastewater Treatment Facilities is located adjacent to the Seven Mile Beach/Middle Treatment Plant. The resulting stabilized product, known as "CAPEORGANIC", is marketed for use as a specialty fertilizer.

The County-Wide Sludge Composting Facility was initially placed in operation in late 1985. Due to damages incurred by a fire in one of the two reactors at the County-Wide Sludge Composting Facility in November 2015, the facility is not currently in operation. In 2021, the Authority did not renew the operating permit for the facility, deeming the facility permanently closed. The Authority is evaluating its long-term sludge management options.

Prior to the fire, the County-Wide Sludge Composting Facility had a capacity to handle 140 dry tons per week of sewage sludge from the CMCMUA's regional facilities. If the Authority should decide to recommence composting operations in the unaffected reactor the facility would have a capacity of 40 dry tons per week of sewage sludge which provides for excess processing capacity during the non-peak months.

Currently, the sewage sludges generated by the Authority are transported by the Authority to the Atlantic County Utilities Authority at a rate of 50 dry tons per week during non-peak months and 84 dry tons per week during peak months. During peak months, the Authority currently relies upon a contract with an outside contractor to transport and dispose approximately 56 dry tons per week of excess sewage sludge generated by its facilities.

### **Section III. Factors Affecting User Charge System**

### III. Factors Affecting User Charge System

The terms of executed service agreements and bond covenants, as well as regulatory requirements and grant conditions, affect a user charge system. A discussion of each of these factors as they affect the CMCMUA user charge system is presented in the following subsections.

#### A. Service Agreement

A Service Agreement with the CMCMUA was entered into by Participant Cities, Boroughs, Townships, Sewerage Districts, and the New Jersey American Water (herein collectively referred to as "Participants") in order to identify applicable responsibilities and/or procedures regarding items such as:

1. The construction and operation of the Regional System
2. Connection to the Regional System
3. Charges and establishment of rates by the CMCMUA, and payments by Participants
4. Meters, records and local operations
5. Payment for abandoned Wastewater Treatment Facilities and their demolition

With respect to charges for wastewater treatment and disposal under Item 3, Section 401 of the Service Agreement states that the sum of annual charges to Participants "shall at all times be sufficient to pay or provide for the expenses of operation, repair and maintenance of the Regional System, including (without limitation of the foregoing) insurance, renewals and replacements, and the cost of all extensions and alterations of the Regional System not otherwise provided for, the principal of and interest on any and all bonds or other obligations of the Authority as the same become due, and to provide for any deficits of the Authority resulting from failure to receive sums payable to the Authority by any Participant or any other person, partnership, firm or corporation, or from any other cause, and to provide and maintain such reserves or sinking funds for any of the foregoing proposes as may be required by the terms of any contract or other obligation of the Authority."

In addition, Section 402 of the Service Agreement states that the annual charge "shall be computed and established by the Authority on the basis of the quantity, quality and



other characteristics of the sewage so delivered as shown by the records of the Authority, at the rate or rates prescribed by the Authority in accordance with this Article ...”

**B. CMCMUA Bond Covenants**

The CMCMUA user charge system's debt service for construction of facilities, beginning with the Ocean City Region, was set forth by the 1979 bond covenant, as contained in the "Official Statement Relating to \$17,000,000 CMCMUA County Agreement Sewer Revenue Bonds, Series 1979." These revenue bonds were structured to recover construction costs and the portion of the project development costs (i.e., regional planning, design and financing costs) attributable to these projects.

Similarly, additional financing for the Cape May Region, County-Wide Sludge Composting Facility, Seven Mile Beach/Middle Region, and Wildwood/Lower Region (with the exception of the Cape May Region/Lower Township Effluent Disposal System) was obtained through the issuance of additional Sewer Revenue Bonds.

In 2010, the Authority obtained low (2010 (A) Series) and (2010 (B) Series) interest loans from the New Jersey Environmental Infrastructure Trust (NJEIT) Loan Program. The proceeds from these loans financed the refurbishment of the Authority's force main in West Wildwood and other various projects.

Also, in 2010, the Authority obtained additional low interest and zero interest loans from the NJEIT (2010 (C) Series) for refurbishment of the force mains along Avalon Boulevard and other projects.

In 2012, the Authority obtained low (2012 (A-1) Series) and zero (2012 (A-2) Series) interest loans from the NJEIT Loan Program. The proceeds from these loans financed the purchase of replacement emergency generators, pumps, valving, control systems, property improvements, and heavy equipment.

In 2016, the Authority obtained a low (2016A) interest loan from the NJEIT Loan Program. The proceeds from this loan financed the construction of bypass pumping around the Authority's pumping stations for emergency pumping situations and for maintenance purposes.

C. Regulatory Requirements

All requirements of the USEPA and the NJDEP imposed as a result of grant conditions associated with the receipt of Federal and State grant funds for the construction of the CMCMUA's Regional Wastewater Program have been considered in design of the CMCMUA user charge system, including the adoption of a system of charges which ensures that each user (or class of users) pays its proportionate share of the Regional Facilities' construction, operation, maintenance and replacement costs. Proportionality encompasses such user characteristics as volume, strength and rate of flow. The concept of proportionality also includes all debt and administrative costs incurred by the CMCMUA as a result of the Cape May County regional planning, design and construction process. Additional regulatory requirements have been met with regards to potential customers subject to high strength wastewater surcharges and specific service charges.

#### **Section IV. The Regional Rate Setting Concept**

#### **IV. The Regional Rate Setting Concept**

In accordance with the requirements of N.J.S.A. 40:14B-22 and the terms of the Service Agreement with its Participants, the CMCMUA user charges will be uniform with respect to wastewater conveyance, treatment and disposal services.

The CMCMUA user charge system provides a rate structure and a methodology through which the actual rates can be adjusted periodically to ensure continued coverage of all wastewater, conveyance, treatment and disposal costs by revenue generated throughout the four (4) Regional Systems as each system or system extension is placed into operation.

It should be noted that the user charge system developed in this Report only addresses direct CMCMUA charges to the Participants. These projected annual charges, therefore, do not include any administrative, billing, or collection costs which will be incurred and passed along by the local Participants, as they distribute the cost for the Authority's regional wastewater conveyance and treatment services along with their own charges for the operation and maintenance of their local collection systems, to the individual customers receiving local sewage service.

## **Section V. Methodology for User Charge Cost Determinations**

## V. Methodology for User Charge Cost Determinations

Costs to be recovered from Participants through user charges include: debt service, operation, maintenance, replacement, and CMCMUA administrative cost. Each of these cost items is discussed in the following paragraphs.

The CMCMUA debt service costs are composed of several annual cost components. The major cost item is the debt service payments made on bonds issued for facilities' construction and refurbishing. The sale of these bonds provided the local share of the total capital requirement for planning, design, construction, and project financing activities. The term "local share" refers to the balance remaining after all Federal and State grants have been applied to the total capital cost.

Annual operation and maintenance (O & M) cost attributable to the conveyance systems, treatment facilities, solids handling facilities and effluent disposal systems maintained by the CMCMUA have been estimated for each Region. Upon examination, it has been found that many of these costs are essentially fixed in nature, in that they are not dependent on the total annual flow transmitted to the treatment plant. Examples of such costs include most of the wages and salaries of the permanent (i.e., year round) employees, heating costs, and general upkeep of the facility sites. These costs have been referred to as fixed O & M costs. The Authority's annual debt service obligations also represent a fixed cost.

Other costs, which vary with the actual volume of wastewater transported and treated, include electrical costs for pumping and aeration, chemical costs for flocculation and disinfection, and for various sludge handling, treatment and disposal costs. These costs have been referred to as variable O & M costs.

USEPA regulations require that the Grantee establish a provision for replacing large capital items whose service life falls short of the life expectancy of the treatment plant itself. An annual contribution to a replacement fund has been established to meet this requirement.

Annual costs associated with administration of the CMCMUA Regional Wastewater Treatment System have been incorporated into the rate projections.

The CMCMUA user charge rate structure consists of three (3) basic types of charges: A) specific service charges; B) high strength surcharges and; C) charges to Participants. Each of these charges is described as follows:

A. Specific Service Charges

These charges recover the costs which benefit a specific customer or class of customers (e.g. septage haulers). These specific services are charged directly to the customer(s) receiving the service in proportion to the estimated costs of providing these services.

For septage disposal, the projected service charge consists of the actual cost to treat the Biochemical Oxygen Demand (BOD) and Suspended Solids (SS) concentrations contained in the septage. To conform with the NJDEP's practice of categorizing septage tank pumpage as "sludge", the CMCMUA will apply the same charge for domestic septage, approved septage sludge, or raw wastewater originating from outside the regional sewerage system area in Cape May County. Likewise, specific service charges for landfill leachate disposal have also been calculated.

For the conveyance and disposal of the effluent from the LTMUA's Wastewater Treatment Facility, the Specific Service Charge is calculated in accordance with the existing Service Agreement between the two Authorities, utilizing the actual debt service and estimated operating and maintenance costs attributable to the Effluent Disposal System.

B. High-Strength Surcharges

High-strength surcharges, also referred to as specific surcharges, recover the costs for treatment of high-strength wastewaters. High-strength wastewaters are defined as discharges whose polluting characteristics; in terms of BOD and SS are greater than those associated with domestic wastewater from residential customers. The concentration limits, beyond which surcharges will be assessed, have been set at 350 milligrams per liter (mg/l) BOD, and 300 milligrams per liter (mg/l) SS, as per the Service

Agreement. No income revenue from high-strength surcharges is envisioned at this time and, therefore, no costs and/or incomes have been included in the projected User Rates.

C. Charges to Participants

The annual charge per Participant receiving wastewater treatment services recovers all costs for debt service, operations, maintenance and equipment replacement costs, and administrative services remaining after the collection of specific service charges, surcharges for high-strength wastes, grants, interest income and other revenues. Allocation of these costs among the Participants is based upon the projected volume and rate of flow from each Participant, expressed as a **percentage of the total flow** from all Participants. The costs which are fixed in nature (debt service plus fixed O&M costs) are allocated on the basis of the projected summer flow from each Participant. This methodology is used in an attempt to equitably distribute the fixed costs associated with the additional conveyance and treatment capacity necessitated by the increased flow rates resulting from the seasonal increase in population during the summer months in Cape May County.

The projected Fiscal Year 2023 annual charges per Participant developed herein do not include the recovery of any costs for wastewater collection and/or treatment services beyond the responsibility of the CMCMUA.



**Section VI. Methodology For Determination Of  
Projected Annual Charges By Participants**

## VI. Methodology for Determination of Projected Annual Charges by Participant

In order to determine the annual charges projected for each Participant, estimates for summer and non-summer flow rates were developed from actual CMCMUA flow measurements from each of the four (4) Regional Systems. As discussed previously, fixed charges (debt service plus fixed operating costs) were allocated based upon a proportioning of the total summer flow received from all Participants receiving regional sewerage service. Total summer flow is represented by the total flow received in the 90-day period from mid-June through mid-September.

The estimated "total summer flows" were tabulated with each Participant's contribution expressed as a percentage of the total of all of the "total summer flows" to be received from all Participant service areas during the Fiscal Year. The projected annual fixed charge for each Participant receiving service was then calculated by multiplying each Participant's percentage of the "total summer flow" by the total fixed costs to be recovered.

The determination of the projected annual charge to each Participant for the variable (or flow related) portion of the cost was based upon each Participant's percentage contribution to the total annual flow projected to be received from all Participants.

The total annual user charge, which will be billed to each Participant receiving service from the CMCMUA within any given fiscal year, combines the fixed and variable components of the user charge as described above. Table 1, contained in Section VII of this Report, presents the total annual user charge for each Participant projected to receive Regional wastewater conveyance, treatment, and disposal service during Fiscal Year 2023.

## **Section VII. Basis For Proposed Fiscal Year 2023 User Charges**

## VII. Basis for Proposed Fiscal Year 2023 User Charges

As noted earlier, the purpose of this Report is to present the proposed rates for wastewater conveyance, treatment, and disposal services in the CMCMUA's Ocean City, Cape May, Seven Mile Beach/Middle, and Wildwood/Lower Service Regions which will become effective for Fiscal Year 2023. A surcharge is also being proposed for the treatment of high-strength wastes at the Authority's treatment plants, and for the handling and treatment of septage and landfill leachate at these facilities during Fiscal Year 2023. In addition, a specific service charge for the Lower Township Municipal Utilities Authority's use of the Effluent Disposal System is proposed.

The rates adopted for Fiscal Year 2023, shall remain in effect until such time as the schedule of rates is proposed for further modification. Prior to any modification of the rates adopted by the CMCMUA for Fiscal Year 2023, the Authority will provide adequate public notice and conduct a public hearing for the purpose of receiving comments relative to any proposed modifications under consideration at that time.

Included within this section are the user charges proposed to go into effect in Fiscal Year 2023. They are presented in Table 1 of this section. Supplemental tables providing a further breakdown of the proposed user charges are also presented in this section of the Report. The Participants to be serviced in Fiscal Year 2023 will be billed in accordance with the executed Service Agreements.

The following factors were considered in the preparation of the projected user charges for Fiscal Year 2023:

- Projected year 2023 flow rates for all Participants are based on actual wastewater flows as measured by the Authority during the previous six (6) year period (with the exception of extreme storm flows or known groundwater pumping events).
- The actual flow from each Participant will be measured during calendar year 2023 and any adjustments to the fees collected from each Participant, based

on these actual flow records, will be made as necessary after final audit of the Fiscal Year 2023 operating expenses.

- ° Data Entry and Review: Flow meter totalizer readings are read daily by facility staff and entered into the Authority's process database and reviewed by Authority supervisors. Monthly Data is tabulated and distributed to all municipal Participants.
- ° Billing Meter Certification: On three (3) separate occasions throughout the year, a qualified third party contractor reviews, calibrates, and certifies the operation of the Authority's billing flow meters.
- ° Meter Data and Estimates: On occasion, meter totalizer data cannot be obtained due to a malfunction or scheduled maintenance. When this occurs, notations are made on the corresponding monthly municipal flow report that is distributed to all Participants. Estimated flows are calculated during these periods using representative flow data which in the assessment of the Authority presents the most accurate estimate.
- ° O & M costs for the Regional Wastewater System and the proportioning of these costs into fixed or variable components were budgeted based upon actual experience in the four (4) operating Service Regions.
- ° Joint administrative costs are recorded in the Wastewater Management Program "Operations and Maintenance" expenditure category, with an associated "Management Fee" being charged to the Solid Waste Management Program for its proportionate share of joint administrative costs. The Operations & Maintenance Costs have increased 5.95% from Fiscal Year 2022. These increases are primarily attributable to increases in labor related costs.
- ° It is estimated that essentially all sewage sludge generated by the four (4) wastewater treatment facilities during calendar year 2023 will be processed at either the Atlantic County Utilities Authority or through a contract with a third party collection and disposal company.
- ° Allocation of projected costs to treatment parameters (i.e., flow, BOD and SS) are based upon actual past experience.

- For those funds not in long-term investments, projected interest income was estimated by the CMCMUA's Chief Financial Officer, based on an average 1.15% rate of return on investments. Total estimated interest income for Fiscal Year 2023 is \$600,000.
- All interest income anticipated for Fiscal Year 2023, including the interest income from the Wastewater Management Program's Construction Funds, will be used to offset debt service, operations and maintenance costs, and contribution to the Renewal and Replacement fund and is included in the above total.
- The specific service charge for the conveyance and disposal of the effluent from the LTMUA has been calculated in accordance with the existing Service Agreement between the LTMUA and CMCMUA utilizing the actual debt service and estimated operation and maintenance costs attributable to the CMCMUA's Effluent Disposal System. The proposed specific service charge for the LTMUA's use of the Effluent Disposal System in Fiscal year 2023 is in the amount of \$539,198.
- The projected volume of septage and landfill leachate for Fiscal Year 2023 is based on actual quantities received during the last several years.
- The quality of septage and leachate is based upon average values obtained from laboratory analyses for BOD and SS.
- The septage disposal charge is based upon an analysis of septage quality, the projected average cost to treat a pound of BOD, a pound of SS, and to handle 1,000 gallons of septage.
- No Revenues have been anticipated in this year's budget for the sale of compost product during calendar year 2023.
- Miscellaneous revenues in the amount of \$20,000 have been included in anticipation of insurance premium rebates and the sale of surplus equipment.
- The projected revenues from communication tower leases for Fiscal Year 2023 are \$105,000.

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

TABLE 1 - USER CHARGES INCLUDING SPECIFIC SERVICE CHARGES

## USER CHARGES BY PARTICIPANT:

	FIXED CHARGES:		VARIABLE CHARGES:		TOTAL:	
	PERCENT (1)	DOLLARS	PERCENT (1)	DOLLARS		
OCEAN CITY	27.68%	\$8,897,442	27.08%	\$1,422,087	\$10,319,529	NOTES: (1) From TABLE 7 (2) From TABLE 6 (3) From TABLE 5 (4) From TABLE 4
CITY OF CAPE MAY	7.40%	\$2,379,402	7.97%	\$418,502	\$2,797,904	
WEST CAPE MAY	1.18%	\$379,692	1.50%	\$78,954	\$458,646	
CAPE MAY POINT	0.59%	\$189,846	0.62%	\$32,403	\$222,249	
STONE HARBOR	4.39%	\$1,410,283	3.79%	\$198,983	\$1,609,266	
SEA ISLE CITY	9.96%	\$3,202,067	9.10%	\$477,832	\$3,679,899	
AVALON	9.71%	\$3,120,704	9.79%	\$514,343	\$3,635,047	
CREST HAVEN	0.44%	\$141,028	0.65%	\$34,229	\$175,257	
RIO GRANDE	2.30%	\$739,495	3.34%	\$175,251	\$914,745	
C. M. COURT HOUSE	2.25%	\$723,222	3.46%	\$181,640	\$904,862	
AVALON MANOR	0.22%	\$70,514	0.23%	\$11,866	\$82,380	
S. H. BOULEVARD	0.27%	\$86,787	0.30%	\$15,973	\$102,760	
COURT HOUSE SOUTH	1.06%	\$339,914	1.60%	\$83,974	\$423,889	
HARBOR BAY CENTER	0.01%	<u>\$2,616</u>	0.01%	<u>\$126</u>	<u>\$2,742</u>	
MIDDLE TWP. TOTAL		\$1,963,549		\$469,161	\$2,432,708	
NJ TURNPIKE AUTHORITY	0.02%	\$6,541	0.02%	\$913	\$7,454	
WILDWOOD	10.26%	\$3,297,894	9.80%	\$514,799	\$3,812,692	
WILDWOOD CREST	9.97%	\$3,203,875	8.76%	\$460,033	\$3,663,908	
WEST WILDWOOD	1.31%	\$421,277	1.66%	\$87,169	\$508,446	
NORTH WILDWOOD	10.54%	\$3,388,296	9.82%	\$515,712	\$3,904,008	
SHAWCREST (LTMUA)	0.44%	\$141,028	0.50%	\$26,470	\$167,499	
TOTALS (2):	100.00%	\$32,142,923	\$1.00	\$5,251,589.00	\$37,394,512	

## SPECIFIC SERVICE CHARGES:

L.T.M.U.A EFFLUENT DISPOSAL (3):	\$539,198
HIGH STRENGTH SURCHARGES (4):	
HIGH STRENGTH B.O.D. (\$/lb)	\$0.76
HIGH STRENGTH S.S. (\$/lb)	\$1.21
SEPTAGE/SLUDGE/RAW WASTE DISPOSAL (\$/1000 gallons) (3):	\$62.62
LANDFILL LEACHATE DISPOSAL (\$/1000 gallons) (3):	\$12.29

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

TABLE 2 -- OPERATING EXPENSE BUDGET BY FACILITY

Sum of 2023 Proposed		Process Type		Fixed / Variable		Wastewater Treatment		Solids Handling		Effluent Disposal		Grand Total
Facility Name	Element Name	Conveyance System		Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	
Cape May Region	Benefits and Taxes					\$398,443						\$398,443
	Chemicals		\$0					\$15,000	\$15,000	\$0	\$68,000	\$98,000
	Equipment		\$6,500			\$23,000		\$1,500		\$600		\$31,600
	Fuels, Oils and Greases		\$11,000			\$36,300		\$0		\$0		\$47,300
	Materials		\$0			\$500		\$0		\$0		\$500
	Outside Services		\$10,000			\$26,000		\$500	\$71,500	\$500		\$108,500
	Rents and Leases		\$40,000			\$800						\$40,800
	Repair Parts		\$7,100			\$21,800		\$1,750		\$1,750		\$32,400
	Salaries and Wages					\$807,000	\$26,000			\$0		\$833,000
	Supplies		\$2,100			\$17,600						\$19,700
	Travel					\$0						\$0
	Utilities		\$2,000	\$70,000		\$2,500	\$185,000			\$0		\$229,500
	Ocean City Region	Benefits and Taxes					\$601,078					
Chemicals			\$0			\$0	\$164,000		\$30,000	\$0	\$320,000	\$514,000
Equipment			\$2,700			\$36,500		\$2,000		\$750		\$41,950
Fuels, Oils and Greases			\$10,500			\$60,500			\$2,000	\$0		\$73,000
Materials			\$0			\$0				\$0		\$0
Outside Services			\$15,100			\$46,500		\$0	\$22,000	\$500		\$84,100
Rents and Leases			\$50,000			\$1,000						\$51,000
Repair Parts			\$39,000			\$54,000		\$13,500		\$8,000		\$114,500
Salaries and Wages						\$1,142,000	\$28,000					\$1,170,000
Supplies			\$2,000			\$14,300						\$16,300
Travel						\$500						\$500
Utilities			\$4,000	\$155,000		\$22,000	\$275,000					\$456,000
Wildwood Lower Region		Benefits and Taxes					\$565,879					
	Chemicals		\$0			\$2,000			\$97,900	\$0	\$400,000	\$511,900
	Equipment		\$21,600			\$39,800		\$17,000		\$8,900		\$87,300
	Fuels, Oils and Greases		\$41,000			\$80,000		\$0	\$10,000	\$1,200		\$132,200
	Materials		\$0			\$0		\$0	\$0	\$0		\$0
	Outside Services		\$36,500			\$56,500		\$4,000	\$8,500	\$9,000		\$114,500
	Rents and Leases		\$40,000			\$1,500						\$41,500
	Repair Parts		\$38,000			\$50,200		\$18,100		\$16,800		\$123,100
	Salaries and Wages					\$1,205,000	\$30,000					\$1,235,000
	Supplies		\$2,500			\$32,200				\$1,000		\$35,700
	Travel					\$200						\$200
	Utilities		\$4,000	\$200,000		\$9,100	\$525,300			\$100	\$70,000	\$808,500
	Seven Mile Middle Region	Benefits and Taxes					\$594,405					
Chemicals			\$0	\$0		\$39,500	\$65,000	\$5,000	\$120,000	\$5,000	\$225,000	\$418,000
Equipment			\$18,200			\$27,100		\$5,000		\$5,000		\$67,700
Fuels, Oils and Greases			\$55,500			\$27,100		\$56,000	\$50,000	\$12,000		\$200,600
Materials			\$200			\$0		\$0		\$0		\$200
Outside Services			\$24,500			\$63,000		\$1,000	\$25,000	\$0		\$113,500
Rents and Leases			\$40,000			\$1,750						\$41,750
Repair Parts			\$31,500			\$58,600		\$9,000		\$3,500		\$102,600
Salaries and Wages						\$1,184,000	\$29,000					\$1,213,000
Supplies			\$2,000			\$38,900		\$0				\$40,900
Travel						\$100						\$100
Utilities			\$12,000	\$250,000		\$19,000	\$550,000			\$0		\$831,000
Project Crew		Benefits and Taxes					\$650,732					
	Equipment					\$24,500						\$24,500
	Fuels, Oils and Greases					\$19,300						\$19,300
	Materials					\$0						\$0
	Outside Services		\$2,500			\$5,000						\$7,500
	Rents and Leases					\$61,000						\$61,000
	Repair Parts		\$8,500			\$9,000		\$0				\$17,500
	Salaries and Wages					\$1,235,000	\$0					\$1,235,000
	Supplies					\$23,900						\$23,900
	Utilities					\$65,000						\$65,000



Laboratory	Benefits and Taxes		\$89,154				\$89,154
	Equipment		\$9,000				\$9,000
	Materials		\$0				\$0
	Outside Services		\$2,700				\$2,700
	Rent and Leases		\$4,200				\$4,200
	Repair Parts		\$2,000				\$2,000
	Salaries and Wages		\$158,000	\$1,000			\$159,000
	Supplies		\$15,200				\$15,200
Sludge Transfer	Benefits and Taxes			\$190,635			\$190,635
	Chemicals			\$0	\$0		\$0
	Equipment			\$6,000			\$6,000
	Fuels, Oils and Greases			\$9,000			\$9,000
	Materials			\$3,000	\$0		\$3,000
	Outside Services			\$50,000	\$1,500,000		\$1,550,000
	Rent and Leases			\$10,000			\$10,000
	Repair Parts			\$49,000			\$49,000
	Salaries and Wages			\$306,500	\$21,500		\$328,000
	Supplies			\$9,400			\$9,400
	Travel			\$8,000			\$8,000
	Utilities			\$0	\$0		\$0
Wastewater Administration	Advertising and Publicity		\$1,800				\$1,800
	Benefits and Taxes		\$222,308				\$222,308
	Dues and Subscriptions		\$4,000				\$4,000
	Education		\$43,500				\$43,500
	Equipment		\$106,500				\$106,500
	Financial Management		\$21,944				\$21,944
	Insurance		\$487,028				\$487,028
	Other Misc.		\$500				\$500
	Outside Services		\$287,300				\$287,300
	Permits and Fees		\$240,000				\$240,000
	Professional Fees		\$95,000				\$95,000
	Rent and Leases		\$8,600				\$8,600
	Salaries and Wages		\$497,000				\$497,000
	Supplies		\$3,100				\$3,100
	Tower Shared Services		\$35,000				\$35,000
	Travel		\$2,150				\$2,150
	Utilities		\$71,000				\$71,000
	Joint Administrative Costs		\$6,511,200				\$6,511,200
Grand Total		\$500,500	\$675,000	\$18,430,851	\$1,893,300	\$770,885	\$1,973,400
						\$69,600	\$1,083,800
							\$25,476,536

Total Fixed	\$19,851,836
Total Variable	\$5,624,700
Total	\$25,476,536

Total Conveyance	\$1,255,500
Total Wastewater Treatment	\$20,324,151
Total Solids Handling	\$2,744,385
Total Effluent Disposal	\$1,152,600
Total	\$25,476,536

Cape May Total	\$1,869,743
Ocean City Total	\$3,142,428
Wildwood Total	\$3,661,959
Seven Mile Total	\$3,615,755
Lah Total	\$281,254
Project Crew Total	\$2,104,432
Sludge Transfer Total	\$2,163,835
Wastewater Admin Total	\$8,637,930
Total	\$25,476,536

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

TABLE 3 -- DEBT SERVICE REQUIREMENTS

	PRINCIPAL	INTEREST	TOTAL	ALLOCATION	LTMUA PORTION		DOLLARS			
				CMCMUA PORTION	PERCENT	PERCENT				DOLLARS
				(see calculation of percentages at bottom of page)						
2010(A) SERIES (1)	\$12,046	\$967	\$13,013		100.00%	\$13,013	0.00%	\$0	NOTE (1)	NJ Environmental Trust Financing Dated 2/22/2010
2010(B) SERIES (2)	\$34,474	\$9,206	\$43,680		99.93%	\$43,649	0.07%	\$31	NOTE (2)	NJ Environmental Trust Financing Dated 12/2/2010
2010(C) SERIES (2)	\$461,780	\$95,461	\$557,241		100.00%	\$557,241	0.00%	\$0	NOTE (3)	NJ Environmental Trust Financing Dated 5/3/2012
2012(A-1) SERIES (3)	\$40,339	\$6,460	\$46,799		100.00%	\$46,799	0.00%	\$0	NOTE (4)	NJ Environmental Trust Financing Dated 5/26/2016
2012(A-2) SERIES (3)	\$40,340	\$3,347	\$43,687		100.00%	\$43,687	0.00%	\$0		
2016(A) SERIES (4)	\$158,583	\$17,171	\$175,754		100.00%	\$175,754	0.00%	\$0		
SUBTOTAL	\$747,562	\$132,612	\$880,174			\$880,143		\$31		
ABANDONED FACILITIES	\$0	\$0	\$0			\$0		\$0		
TOTALS	\$747,562	\$132,612	\$880,174		100.00%	\$880,143	0.00%	\$31		

Bond Issues 2010(B) include the cost of installing two 450 HP variable speed drives on the effluent pumps at the WW/L WTF, which is part of Subsystem 'C'. This part of the project represents \$32,000 / \$7,667,900 = 0.4% of the debt service.  
LTMUA share of the use of Subsystem 'C' averages 15.8%  
= 15.8% X 0.4% = 0.07%

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
USER CHARGE SYSTEM - RATE SETTING REPORT - FISCAL YEAR 2023

TABLE 4 -- CALCULATION OF SPECIFIC COSTS

	PROJECTED FLOW (thousands of gallons)	AVERAGE STRENGTH (1)		TOTAL QUANTITY (2)	
		BOD (mg/l)	SS (mg/l)	BOD (lbs)	SS (lbs)
WASTEWATER FROM USERS	4,200,055		225 210	7,881,403	7,355,976
SEPTAGE	15,600		3,800 3,200	494,395	416,333
LANDFILL LEACHATE	12,000		450 325	45,036	32,526
TOTALS	4,227,655			8,420,834	7,804,835

## NOTES:

- (1) From Laboratory Data  
 (2)  $MG \times mg/l \times 8.34 \text{ lbs/gal}$   
 (3) Percent of construction cost attributed to each component  
 (4) Total Debt + Project RR Contribution - Use of Bond Reserve"  
 (5) From Table 2

## COSTS TO BE RECOVERED

	TOTAL		VOLUME		BOD		SS
DEBT SERVICE: (4)	(3)						
CONVEYANCE	23.65%	\$3,880,263	100.00%	\$3,880,263	0.00%	\$0	\$0
WASTEWATER TREATMENT	24.89%	\$4,083,141	60.00%	\$2,449,885	20.00%	\$816,628	\$816,628
SOLIDS HANDLING	20.50%	\$3,362,271	0.00%	\$0	25.00%	\$840,568	\$2,521,704
EFFLUENT DISPOSAL	30.96%	\$5,078,499	100.00%	\$5,078,499	0.00%	\$0	\$0
TOTAL	100.00%	\$16,404,174 (4)		\$11,408,647		\$1,657,196	\$3,338,332
OPERATING COSTS: (5)							
CONVEYANCE		\$1,255,500	100.00%	\$1,255,500	0.00%	\$0	\$0
WASTEWATER TREATMENT		\$20,324,151	60.00%	\$12,194,491	20.00%	\$4,064,830	\$4,064,830
SOLIDS HANDLING		\$2,744,285	0.00%	\$0	25.00%	\$686,071	\$2,058,214
EFFLUENT DISPOSAL		\$1,152,600	100.00%	\$1,152,600	0.00%	\$0	\$0
		\$25,476,536		\$14,602,591		\$4,750,901	\$6,123,044
TOTALS:		\$41,880,710		\$26,011,238		\$6,408,097	\$9,461,376

COST PER 1000 GALLONS  
 COST PER POUND OF BOD  
 COST PER POUND OF SS

\$6.15 per 1000 gallons

0.76 per lb BOD

\$1.21 per lb SS

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
 USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

**TABLE 5 -- CALCULATION OF SPECIFIC SERVICE CHARGES**

WASTEWATER TREATMENT PARAMETER	(1) CHARACTERISTICS	UNITS PER 1000 GAL	UNIT COSTS	COST PER 1000 GAL
<b>SEPTAGE:</b>				
VOLUME	1,000 GALLONS	1.00	\$6.15	\$6.15
BOD	3,800 MG/L	31.69	\$0.76	\$24.12
SS	3,200 MG/L	26.69	\$1.21	\$32.35
PROPOSED SEPTAGE DISPOSAL FEE (\$/1000 GAL)				\$62.62

NOTES: (1) From Table 4  
 (2) From Table 3  
 (3) Calculated per  
 Service Agreement

**LANDFILL LEACHATE:**

VOLUME	1,000 GALLONS	1.00	\$6.15	\$6.15
BOD	450 MG/L	3.75	\$0.76	\$2.86
SS	325 MG/L	2.71	\$1.21	\$3.29
PROPOSED LEACHATE DISPOSAL FEE (\$/1000 GALLONS)				\$12.29

**LOWER TOWNSHIP M.U.A. EFFLUENT DISPOSAL CHARGE:**

	<b>TOTAL</b>
DEBT SERVICE (2):	\$31
OPERATING COSTS (3):	\$539,168
<b>TOTAL EFFLUENT DISPOSAL CHARGE:</b>	<b>\$539,198</b>

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
 USER CHARGE SYSTEM – RATE SETTING REPORT – FISCAL YEAR 2023

TABLE 6 -- DETERMINATION OF TOTAL USER CHARGES

	TOTAL	FIXED	VARIABLE	NOTES:
EXPENSES AND COSTS:				
TOTAL OPERATING COSTS (1)	\$25,476,536	\$19,851,836	\$5,624,700	
TOTAL DEBT SERVICE(2)	\$880,174	\$880,174	\$0	
RENEWAL AND REPLACEMENT CONTRIBUTION	\$15,524,000	15,130,271	393,729	
TOTAL EXPENSES AND COSTS	\$41,880,710	\$35,862,281	\$6,018,429	
REVENUES AND INCOMES:				
INTEREST ON INVESTMENTS AND DEPOSITS:	\$600,000	\$600,000	\$0	
MANAGEMENT FEE	\$2,122,000	\$1,655,160	\$466,840	
SEPTAGE DISPOSAL FEES:	\$600,000	\$500,000	\$100,000	
LANDFILL LEACHATE DISPOSAL FEES:	\$300,000	\$260,000	\$40,000	
COMPOST PRODUCT SALES:	\$0	\$0	\$0	
PROCESSING OF "OUTSIDE" SLUDGE	\$200,000	\$50,000	\$150,000	
LOWER TOWNSHIP M.U.A. EFFLUENT DISPOSAL FEE(3):	\$539,198.24	\$539,198	\$0	
TOWER RENTAL INCOME	\$105,000	\$105,000	\$0	
MISCELLANEOUS REVENUES (INSURANCE REBATE, ETC.)	\$20,000	\$10,000	\$10,000	
TOTAL REVENUES AND INCOMES:	\$4,486,198.241	\$3,719,358	\$766,840	
AMOUNT TO BE COLLECTED FROM USERS: (EXPENSES LESS REVENUES)	\$37,394,511.759	\$32,142,922.759	\$5,251,589.000	

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
 USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

TABLE 7 -- ESTIMATED FLOWS (ON ANNUAL BASIS)

	DAILY FLOWS:		TOTAL SUMMER FLOW (1):		TOTAL NON-SUMMER FLOW:		TOTAL YEARLY FLOW (2):	
	SUMMER	TOTAL YEARLY	(Thousands of Gallons)	% of Total	(Thousands of Gallons)	% of Total	(Thousands of Gallons)	% of Total
	(Million Gallons / Day)		gallons	Flow	gallons	Flow	gallons	Flow
OCEAN CITY	4.921	3.116	442,890	27.68%	694,450	26.71%	1,137,340	27.08%
CITY OF CAPE MAY	1.316	0.917	118,440	7.40%	216,265	8.32%	334,705	7.97%
WEST CAPE MAY	0.210	0.173	18,900	1.18%	44,245	1.70%	63,145	1.50%
CAPE MAY POINT	0.105	0.071	9,450	0.59%	16,465	0.63%	25,915	0.62%
STONE HARBOR	0.780	0.436	70,200	4.39%	88,940	3.42%	159,140	3.79%
SEA ISLE CITY	1.771	1.047	159,390	9.96%	222,765	8.57%	382,155	9.10%
AVALON	1.726	1.127	155,340	9.71%	256,015	9.85%	411,355	9.79%
CREST HAVEN	0.078	0.075	7,020	0.44%	20,355	0.78%	27,375	0.65%
RIO GRANDE	0.409	0.384	36,810	2.30%	103,350	3.97%	140,160	3.34%
C. M. COURT HOUSE	0.400	0.398	36,000	2.25%	109,270	4.20%	145,270	3.46%
AVALON MANOR	0.039	0.026	3,510	0.22%	5,980	0.23%	9,490	0.23%
S. H. BOULEVARD	0.048	0.035	4,320	0.27%	8,455	0.33%	12,775	0.30%
COURT HOUSE SOUTH	0.188	0.184	16,920	1.06%	50,240	1.93%	67,160	1.60%
HARBOR BAY CENTER	<u>0.002</u>	<u>0.001</u>	<u>180</u>	0.01%	<u>185</u>	0.01%	<u>365</u>	0.01%
TOTAL MIDDLE TWP.	1.086	1.028	97,740	6.11%	277,480	10.67%	375,220	8.93%
NJ TURNPIKE AUTHORITY	0.004	0.002	326	0.02%	404	0.02%	730	0.02%
WILDWOOD	1.824	1.128	164,160	10.26%	247,560	9.52%	411,720	9.80%
WILDWOOD CREST	1.772	1.008	159,480	9.97%	208,440	8.02%	367,920	8.76%
WEST WILDWOOD	0.233	0.191	20,970	1.31%	48,745	1.87%	69,715	1.66%
NORTH WILDWOOD	1.874	1.130	168,660	10.54%	243,790	9.38%	412,450	9.82%
			0	0.00%				
SHAWCREST (LTMUA)	0.078	0.058	7,020	0.44%	14,150	0.54%	21,170	0.50%
TOTALS	17.778	11.507	1,599,986	100%	2,600,069	100%	4,200,055	100.00%

NOTES: All flows projected from past actual data.  
 (1) Used for Fixed Charges  
 (2) Used for Variable Charges

## **Section VIII. Future Projections Of User Charges**

### VIII. Future Projections of User Charges

Previously, during the public hearings on Proposed User Rates, the CMCMUA was asked to forecast user rates further into the future.

The following table shows the previously adopted 2020 through 2022 Budgeted Expenses and Revenues, the Fiscal Year 2023 Proposed Expenses and Revenues, and Projected Expenses and Revenues through 2026. The following assumptions were made:

- Debt service includes all principal and interest due under the various bond issues.
- The Renewal and Replacement Contribution will be escalated in future years to provide adequate funds for the replacement of equipment and infrastructure beyond its designed useful life.
- Operational, Maintenance and Administration Costs have been escalated at rates between 3.69% and 5.95% from 2023 through 2026. Revenues from Septage and Leachate Disposal are projected to be \$900,000 between 2023 and 2026.
- Interest Revenues remain constant. Short-term interest rates have been estimated at 1.15% for the period between 2023 and 2026. Anticipated income from fixed rate long-term investments have also been included.
- It should be pointed out that the projected increases are based upon an estimated total amount to be collected from all Participants. The actual User Rate billed to each individual Participant in each year will be based upon actual recorded sewage flow rates.



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CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
USER CHARGE SYSTEM -- RATE SETTING REPORT -- FISCAL YEAR 2023

COMPARISON - 2020 through 2026 USER RATES

	2020 BUDGET	2021 BUDGET	2022 BUDGET	2023 PROPOSED	2024 PROJECTED	2025 PROJECTED	2026 PROJECTED
EXPENSES							
Debt Service	\$3,862,252	\$883,132	\$879,449	\$880,174	\$878,096	\$867,261	\$867,499
Operations & Maintenance	\$23,265,411	\$23,420,297	\$24,044,867	\$25,476,536	\$26,414,073	\$27,481,201	\$28,750,833
INCREASE/DECREASE (O&M)	\$4,383,263	\$154,886	\$624,570	\$1,431,669	\$937,537	\$1,067,129	\$1,119,417
	23.21%	0.67%	2.67%	5.95%	3.68%	4.04%	4.62%
Renwal & Replacement Contribution	<u>\$15,539,000</u>	<u>\$15,234,000</u>	<u>\$15,377,500</u>	<u>\$15,524,000</u>	<u>\$15,673,000</u>	<u>\$15,830,000</u>	<u>\$15,830,000</u>
TOTAL EXPENSES	\$42,666,663	\$39,537,429	\$40,301,816	\$41,880,710	\$42,965,169	\$44,178,462	\$45,448,332
REVENUES							
Interest Income	\$700,000	\$100,000	\$100,000	\$600,000	\$600,000	\$600,000	\$600,000
Management Fee	\$2,000,000	\$2,040,000	\$2,080,800	\$2,122,000	\$2,164,000	\$2,208,000	\$2,252,160
Septage/Leachate Disposal	\$925,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000
Lower Twp. Effluent Disposal	\$483,056	\$491,501	\$501,331	\$539,198	\$554,026	\$570,647	\$587,766
Processing of "Outside" Sludge	\$125,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Tower Rental	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$105,000
Miscellaneous	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Use of Bond Reserve	\$2,979,375	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$7,337,431	\$3,856,501	\$3,907,131	\$4,486,198	\$4,543,026	\$4,603,647	\$4,684,926
NET FROM USERS	\$35,329,232	\$35,680,928	\$36,394,685	\$37,394,512	\$38,422,142	\$39,574,815	\$40,763,405
INCREASE/DECREASE	\$693,269	\$351,696	\$713,757	\$999,827	\$1,027,631	\$1,152,673	\$1,188,590
PERCENTAGE	2.00%	1.00%	2.00%	2.75%	2.75%	3.00%	3.00%

2020 - 2026

9/9/2022

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
NOTICE OF PUBLIC HEARING FOR  
PROPOSED CMCMUA USER CHARGE SYSTEM RATE SETTING REPORT  
WASTEWATER MANAGEMENT PROGRAM USER CHARGES FOR FISCAL YEAR 2023**

In accordance with the provisions of Section 401 of the Service Agreement between the Cape May County Municipal Utilities Authority ("CMCMUA" or "Authority") and the various municipalities, municipal utilities authorities and corporations (the "Participants") relating to the treatment of wastewater delivered to Authority facilities, and in accordance with N.J.S.A. 40:14B-1 et seq., as amended, the CMCMUA hereby gives notice that a public hearing will be held at the date and time noted below:

***Wednesday, October 5, 2022 at 6:30 p.m.***

At this hearing, the CMCMUA shall present its proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges applicable with respect to services rendered by the Authority with regard to receipt, treatment and disposal of sewage received from Participants, and septage received from septage haulers during Fiscal Year 2023. The CMCMUA shall provide evidence at such public hearing in support of the CMCMUA User Charge Rate System Report Wastewater Management Program User Charges for Fiscal Year 2023, and shall provide an opportunity for cross-examination of its representatives.

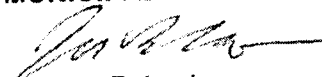
Written comments regarding the Authority's proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023 can be submitted to the Authority at 1523 Route 9 North, Cape May Court House, NJ 08210 or placed in the drop box located at the CMCMUA's Administration Building any time prior to the October 5, 2022 public hearing.

The proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023, along with any modifications deemed appropriate by the Members of the Authority following consideration of any comments received in response to this Notice, are expected to be considered for adoption by the Members of the Authority at the October 5, 2022 regularly scheduled meeting of the CMCMUA and shall become effective on January 1, 2023.

Commencing September 13, 2022, a copy of the proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2023 will be available for public inspection at the principal office of each Participant (in the case of municipalities, in the office of the Municipal Clerk), the Lower Township and Middle Township Branches of the Cape May County Library, and also at the above noted office of the CMCMUA. A copy of this document is also available for downloading at the CMCMUA's website at [www.cmcmua.com](http://www.cmcmua.com).

A certified verbatim transcript of the public hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

**BY: CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

  
Joshua Palombo  
Wastewater Program Manager

DATED: September 13, 2022

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman  
Richard Rixey, Vice Chairman  
William G. Burns, Jr.  
Patricia A. Callinan  
Carol A. Heenan  
Zeth Matalucci  
Carol L. Saduk

## Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210  
Telephone: (609) 465-9026 • Telefax: (609) 465-9025  
[www.cmcmua.com](http://www.cmcmua.com)

September 13, 2022

RE: Public Hearing Regarding the Proposed  
Cape May County Municipal Utilities Authority Solid Waste and  
Recycling User Fees and Surcharges – Effective January 1, 2023

Dear Mayor/Solid Waste Users/Haulers:

In accordance with and pursuant to the requirements of the N.J.S.A. 40:14B-1 et seq., as amended, a Public Hearing on the proposed 2023 Solid Waste and Recycling User Fees and Surcharges for the Solid Waste Management Program of the Cape May County Municipal Utilities Authority ("CMCMUA" or "Authority") will be conducted on Wednesday, October 5, 2022 at 6:30 p.m. The proposed 2023 Solid Waste and Recycling User Fees and Surcharges, along with any further modifications deemed appropriate by the Members of the Authority following consideration of any public comments received, are expected to be considered for adoption by the Members of the Authority at the October 5, 2022 regularly scheduled meeting of the CMCMUA and shall become effective on January 1, 2023.

Commencing September 13, 2022, a copy of the proposed 2023 Solid Waste and Recycling User Fees and Surcharges will be available for public inspection at the office of each Municipal Clerk, the Lower Township, Middle Township and Upper Township Branches of the Cape May County Library, and also at the above noted office of the CMCMUA. A copy of the proposed 2023 Solid Waste and Recycling User Fees and Surcharges are also available for downloading at the CMCMUA's website at [www.cmcmua.com](http://www.cmcmua.com).

Written comments regarding the proposed 2023 Solid Waste and Recycling User Fees and Surcharges can be submitted to the Authority at 1523 Route 9 North, Cape May Court House, NJ 08210 or placed in the drop box located at the Authority's Administration Building any time prior to the October 5, 2022 Public Hearing.

A certified verbatim transcript of the Public Hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

If you require further information or clarification regarding the attached document, please feel free to contact Ms. Katherine Robert, Business Services Supervisor, or me at any time.

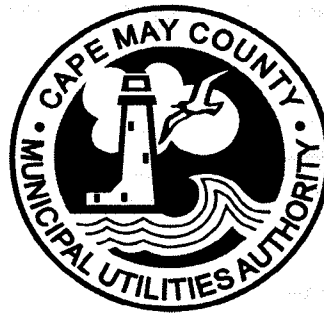
Very truly yours,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

  
John R. Conturo, P.E.  
Solid Waste Program Manager

JRC:amm  
Attachments  
cc: Clerk  
Business Administrator  
Chief Financial Officer

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY  
SOLID WASTE AND RECYCLING USER FEES AND SURCHARGES



Proposed  
January 1, 2023

Effective 01/01/23

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
SOLID WASTE AND RECYCLING USER FEES AND SURCHARGES**

SOLID WASTE TYPE	DESCRIPTION	SANITARY LANDFILL	TRANSFER STATION
10	<b>MUNICIPAL WASTE</b> Household Garbage	\$81.56 per ton	\$81.56 per ton
10F	<b>MUNICIPAL WASTE</b> Roadside litter & debris collected along County and State Roads by the CMC Road Department (Excludes Construction and Demolition Waste)	NO CHARGE	NO CHARGE
13	<b>DRY BULKY WASTE</b> Large items of mixed waste material, such as furniture and mattresses, not classified as Construction & Demolition Waste.	\$81.56 per ton	\$81.56 per ton per ton 9,000 lb. gross scale weight limitation
13C	<b>CONSTRUCTION &amp; DEMOLITION WASTE</b> Building material and rubble resulting from construction, remodeling, and repair & demolition operations on houses, commercial buildings, pavement & other structures. (10 ft. length limitation)	\$94.79 per ton	\$94.79 per ton 9,000 lb. gross scale weight limitation
23	<b>VEGETATIVE WASTE</b> (non-recyclable vegetative waste)	\$81.56 per ton	NOT ACCEPTED
25	<b>ANIMAL &amp; FOOD PROCESSING WASTE</b>	\$81.56 per ton	NOT ACCEPTED
27	<b>DRY INDUSTRIAL WASTE</b>	\$79.16 per ton	NOT ACCEPTED
27A	<b>ASBESTOS CONTAINING WASTE</b> Includes loose asbestos, asbestos piping, asbestos sheetrock, shingles and tile. (request specific Advisory for detailed information)	\$139.25 per ton	NOT ACCEPTED

Note: There is a minimum disposal charge of \$7.00 for all Solid Waste Disposal having a per ton tipping fee.

RECYCLING TYPE	DESCRIPTION	SANITARY LANDFILL	TRANSFER STATION
SS	<b>SINGLE STREAM (recyclable paper, cans and bottles)</b> Newspapers, magazines, paperback books, office paper, junk mail, cardboard and clean pizza boxes, paper bags, gift and powdered detergent boxes, dry food boxes (all liners removed), non-foil wrapping paper, clear, food and beverage bottles, jugs and jars, aluminum and steel (tin) food and beverage cans, plastic bottles and containers including food, health, beauty and cleaning product containers and other rigid plastic containers 2-1/2 gallons in size or less.	NO CHARGE	NO CHARGE
13SR	<b>TIRES - PASSENGER</b> Clean loads of source-separated car & truck tires (less than 12 inches across the tread) delivered to the Landfill.	\$375.00 per ton	Maximum of 5 tires per non NJDEP registered passenger vehicle @ \$4.00 per tire.
13TL	<b>TIRES-NON-PASSENGER/OVERSIZED</b> Includes lawnmower, wheelbarrow, golf cart, tires more than 4 ft. in diameter and 12 inches across	\$425.00 per ton	NOT ACCEPTED
13T	<b>TIRES MIXED WITH DEBRIS</b>	\$425.00 per ton	NOT ACCEPTED
ELNC	<b>NJ E-WASTE NON-COVERED ELECTRONICS DEVICES</b> (Includes DVD's, VCR's, radios, stereos, telephones, etc.)	NO CHARGE	NO CHARGE
ELF/ELCO	<b>NJ E-WASTE COVERED ELECTRONICS DEVICES</b> (Desktop or personal computers, computer monitors, portable computers, desktop printers, desktop fax machines and televisions)	NO CHARGE	NO CHARGE
SM	<b>SCRAP METAL</b> Includes source separated aluminum, iron, copper, and sheet metal.	NO CHARGE	NO CHARGE
13WG	<b>WHITE GOODS - NON CFC/FREON CONTAINING</b> Includes source separated washers, dryers, stoves & water heaters.	NO CHARGE	NO CHARGE
CFC	<b>WHITE GOODS - CFC/FREON CONTAINING WHITE GOODS</b> Includes refrigerators, freezers & air conditioners.	\$12.00 per unit	\$12.00 per unit
TANK	<b>PROPANE TANKS</b> Empty 20-30 lbs. or less.	\$7.00 per tank	\$7.00 per tank
13WP	<b>WOOD PALLETS</b> Consists of wood – no contaminants	NO CHARGE	NO CHARGE
23BC	<b>BED CLEANOUT</b> Existing flower bed cleanouts including old mulch (no trash accepted)	\$38.00 per ton	NOT ACCEPTED
23C	<b>LEAVES &amp; GRASS CLIPPINGS</b>	\$14.00 per ton	NOT ACCEPTED
23H	<b>BRUSH, TREE BRANCHES &amp; LIMBS</b>	\$38.00 per ton	NOT ACCEPTED
23S	<b>STUMPS &amp; TRUNKS</b> Clean loads of Stumps & Trunks not greater than 10 ft. in length.	\$38.00 per ton	NOT ACCEPTED
23T	<b>CHRISTMAS TREES (accepted 12/26-1/31)</b>	NO CHARGE	NO CHARGE
MOIL	<b>USED MOTOR OIL/OIL FILTERS</b> Limit of 5 gals. & 5 filters per person per day Motor oil may be mixed with kerosene and #2 heating oil.	\$1.00 per gal \$1.00 per filter	\$1.00 per gal \$1.00 per filter
ANTI	<b>ANTIFREEZE</b> Antifreeze which is free of contaminants when delivered in quantities up to 5 gallons per day.	NO CHARGE	NO CHARGE
PAINT	<b>PAINT RECYCLING PROGRAM FOR LATEX &amp; OIL-BASED PAINT</b>	NOT ACCEPTED	\$3.00 per gal/\$13.00 per 5 gal
FILM	<b>PLASTIC FILM</b> Boat Shrink Wrap, Greenhouse Film & other pre-approved plastic film.	NO CHARGE	NO CHARGE
27E	<b>CONTAMINATED SOIL</b> Accepted with the appropriate classification letters as per the CMCMUA Terms & Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities.	\$20.00 per ton	NOT ACCEPTED
	<b>MOBILE HOMES/OVERSIZED TRAILERS</b> Any mobile home, camping trailer or other oversized items too large to be weighed on the Authority's scales (Items over 12 feet wide and 60 feet in length) shall be charged a flat rate disposal fee of \$1,000.00.	\$1,000.00 per flat rate fee	NOT ACCEPTED

Note: There is a minimum disposal charge of \$7.00 for all Recycling Disposal having a per ton tipping fee.

(Sanitary Landfill Location: 2050 Route 610, Woodbine, NJ 08270 / Transfer Station Location: 650 Shunpike Road, Burleigh, NJ 08210)

For Further Information, visit our website: HYPERLINK "<http://www.cmcma.com>" [www.cmcma.com](http://www.cmcma.com) or call 609-465-9026

**SUMMARY OF SURCHARGES ESTABLISHED  
BY THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

1. **Prohibited Waste** - Includes unprepared asbestos, hazardous waste, sewage or septic wastes, infectious waste, medical waste (regulated) and out-of-County waste.

**SURCHARGE:**

1st Offense - Flat Rate of \$ 500.00 plus \$ 250.00 per ton

2nd Offense - Flat Rate of \$ 1,000.00 plus \$ 500.00 per ton

3rd Offense - Flat Rate of \$ 2,000.00 plus \$ 1,000.00 per ton

In addition to the above noted surcharges, any customer who disposes of waste material which is specifically prohibited by the CMCMUA shall also be liable for all costs associated with the removal, proper disposal and clean-up of such prohibited wastes, including any surcharges or penalties the CMCMUA receives from State and/or Federal regulatory agencies as a result of the specific violation. Furthermore, such violations may result in revocation of disposal privileges at all CMCMUA facilities.

2. **Assistance for Reloading Vehicles** – A minimum reloading fee of \$100.00 per incident will be charged to customers who unload unacceptable waste on the Secure Sanitary Landfill working face. If reloading the vehicle is not an option, the customer will be assessed a surcharge of \$200.00 per ton in addition to the applicable solid waste type tip fee.
3. **Excess Designated Recyclables in Loads of Solid Waste** – Loads of Solid Waste which contain designated recyclables in excess of 5% by volume of the total load will be assessed a surcharge of \$200.00 per ton in addition to the applicable solid waste type tip fee.
4. **Processing of Low Revenue Recyclables at the IPF**  
This low revenue recyclables surcharge will be assessed on any load of recyclables from which high value recyclables, such as aluminum or corrugated cardboard has been removed. The surcharge shall be established based on the composition and market value of the incoming recyclables delivered to the IPF plus a \$200.00 fee per incident.
5. **Contaminated Recyclables** - Recyclable material mixed with other waste types which cause the recyclables to be unprocessable shall be assessed a surcharge of \$200.00 per ton in addition to the applicable solid waste type tip fee to cover the Authority's cost for disposal of the contaminated recyclables and recover the loss of potential revenue from the sale of recyclable material.
6. **Assistance Fee for Unloading Vehicles** – A lump sum fee of \$100.00, per incident, will be charged to customers whose vehicles experience a mechanical malfunction and are unable to discharge their load and request assistance from the CMCMUA in unloading their containers/vehicles. The CMCMUA and its employees shall not be held liable for any damage which results to the customer's vehicle or container while providing such assistance.
7. **Origin & Disposal Form Misrepresentation**  
Customers who misrepresent information on the CMCMUA's Origin & Disposal Form shall be assessed a surcharge of \$100.00 per ton.

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY  
NOTICE OF PUBLIC HEARING FOR  
PROPOSED SOLID WASTE AND RECYCLING  
USER FEES AND SURCHARGES FOR FISCAL YEAR 2023**

In accordance with and pursuant to the requirements of the N.J.S.A. 40:14B-1 et seq., as amended, a public hearing on the proposed 2023 Solid Waste and Recycling User Fees and Surcharges for the Cape May County Municipal Utilities Authority ("CMCMUA" or "Authority") will be held at the date and time noted below:

***Wednesday, October 5, 2022 at 6:30 p.m.***

At this hearing, the CMCMUA shall present its proposed 2023 Solid Waste and Recycling User Fees and Surcharges applicable with respect to services rendered by the Authority with regard to receipt and disposal of solid waste and the receipt of recyclable materials during Fiscal Year 2023. The Authority shall provide evidence at such public hearing in support of the proposed 2023 Solid Waste and Recycling User Fees and Surcharges and shall provide an opportunity for cross-examination of its representatives.

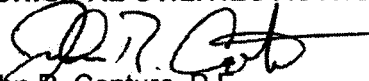
Written comments regarding the proposed 2023 Solid Waste and Recycling User Fees and Surcharges can be submitted to the Authority at 1523 Route 9 North, Cape May Court House, NJ 08210 or placed in the drop box located at the CMCMUA's Administration Building any time prior to the October 5, 2022 public hearing.

The proposed 2023 Solid Waste and Recycling User Fees and Surcharges, along with any further modifications deemed appropriate by the Members of the Authority following consideration of any comments received in response to this Notice, are expected to be considered for adoption by the Members of the Authority at the October 5, 2022 regularly scheduled meeting of the CMCMUA and shall become effective on January 1, 2023.

Commencing September 13, 2022, a copy of the proposed 2023 Solid Waste and Recycling User Fees and Surcharges will be available for public inspection at the office of each Municipal Clerk, the Lower Township, Middle Township and Upper Township Branches of the Cape May County Library, and also at the above noted office of the CMCMUA. A copy of the proposed 2023 Solid Waste and Recycling User Fees and Surcharges are also available for downloading at the CMCMUA's website at [www.cmcmua.com](http://www.cmcmua.com).

A certified verbatim transcript of the public hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

BY: **CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

  
John R. Conturo, P.E.  
Solid Waste Program Manager

DATED: September 13, 2022

**Cape May County's Flu Vaccine Drive-Thru Clinic  
14 Years and Older**

**October 22, 2022**

8:00 a.m.-12:00 p.m. Cape May County Fire Academy  
171 Crest Haven Rd, Cape May Court House, NJ 08210

**Cape May County's Family  
Flu Vaccine Clinics 6 Months and Older**

**October 2, 2022**

9:00 a.m.-2:00 p.m. St. Francis Cabrini Church  
114 Atlantic Ave, Ocean City, NJ 08226

**October 12, 2022**

10:00 a.m.-11:00 a.m. Ocean City Senior Center  
1735 Simpson Ave., Ocean City, 08226

**October 12, 2022**

2:00 p.m.-5:00 p.m. Cape May County Department of Health  
6 Moore Road, CMCH, NJ 08210

**October 13, 2022**

10:30 a.m.-11:30 a.m. Dennis Township Senior Center  
571 Petersburg Road, Dennisville, NJ 08214

**October 14, 2022**

10:00 a.m.-11:00 a.m. Upper Township Senior Center  
1369 Stage Coach Rd., Ocean View, NJ 08230

**October 15, 2022**

10:00 a.m.-1:00 p.m. Saint Joseph Church Auditorium  
132 44th Street, Sea Isle City NJ 08243

**October 19, 2022**

3:00 p.m.-4:00 p.m. Crest Memorial School  
9100 Pacific Ave, Wildwood Crest, NJ 08260

**October 20, 2022**

10:30 a.m.-11:30 a.m. North Wildwood Senior Center  
10th and Central Ave., N. Wildwood, NJ 08260

**October 20, 2022**

3:00 p.m.-4:00 p.m. Margaret Mace School  
1201 Atlantic Ave, North Wildwood, NJ 08260

**October 21, 2022**

12:00 p.m.-2:00 p.m. Lower Township Senior Center  
2612 Bayshore Road, Villas, NJ 08251

**October 21, 2022**

3:00 p.m.-5:00 p.m. Lower Township Rec Center  
2600 Bayshore Rd., Villas, NJ 08251

**October 24, 2022**

3:00 p.m.-5:00 p.m. Glenwood Avenue School  
Glenwood and New York Ave., Wildwood, NJ 08260

**October 27, 2022**

3:00 p.m.-5:00 p.m. Upper Township Community Center  
1790 Route 50, Tuckahoe, NJ 08270

**October 28, 2022**

12:30 p.m.-2:00 p.m. Christ Gospel Church  
2209 US-9, Whitesboro, NJ 08252

**November 3, 2022**

2:00 p.m.-3:00 p.m. Woodbine School  
801 Webster St, Woodbine, NJ 08270



**Please fill out consent form prior to  
arriving**  
<http://capemaycountynj.gov/622/Seasonal-Influenza>

**Wearing a mask is mandatory.**

**Regular and high dose  
while supplies last.**

**For Additional Information:**

Visit: [www.CMCHhealth.net](http://www.CMCHhealth.net)

English: (609) 465-1187

Spanish: (609) 465-6840

**Like Cape May County Department of  
Health on Facebook**







AN EXELON COMPANY

Philip J. Passanante  
Assistant General Counsel

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philip.passanante@pepcoholdings.com

500 N. Wakefield Drive  
Newark, DE 19702  
September 21, 2022

atlanticcityelectric.com

Municipal Clerk  
City of North Wildwood  
901 Atlantic Avenue  
P.O. Box 499  
North Wildwood, NJ 08260

**RE:** In the Matter of the Petition of Atlantic City Electric Company for Implementation of an Adjustment to Its Conservation Incentive Program Rate Mechanism and Associated Customer Class Rates (2022)  
BPU Docket No. ER22070463

In the Matter of the Combined and Consolidated Application of Atlantic City Electric Company to Adjust the Level of Its "Rider RGGI" Rate Associated with Its Legacy Solar Renewable Energy Certificate ("SREC I") Financing Program, Its Successor Solar Renewable Energy Certificate ("SREC II") Financing Program, Its Solar Transition Incentive Program ("TREC"), and Its Successive Solar Incentive ("SuSI") Program (2022)  
BPU Docket No. ER22070415

Notice of Filing and Public Hearings

Dear Sir/Madame:

On behalf of Atlantic City Electric Company ("ACE") and pursuant to N.J.A.C. 14:1-5.12, enclosed please find a copy of the Notices of Filing and Public Hearings (the "Notices") in connection with the above-captioned matters. Please be advised that the Notices have been – or will soon be – published in local newspapers serving ACE's entire service territory.

Interested parties can also file written comments with the Acting Secretary of the New Jersey Board of Public Utilities (44 South Clinton Avenue, 1<sup>st</sup> Floor, Trenton, New Jersey 08625) and can e-mail them to [board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov). Please include the name of the Petition on which comments are being filed and the docket number(s) in the subject line. Copies should also be sent to Heather Hall, Manager of Regulatory Affairs, Atlantic City Electric Company, 500 N. Wakefield Drive, P.O. Box 6066, Newark, Delaware 19714-6066.

Thank you for your time and attention to the above.

Very truly yours,

Philip J. Passanante  
An Attorney at Law of the  
State of New Jersey

Enclosure

**NOTICE OF  
FILING AND PUBLIC HEARINGS  
TO CUSTOMERS OF  
ATLANTIC CITY ELECTRIC COMPANY**

**IN THE MATTER OF THE COMBINED AND CONSOLIDATED APPLICATION OF  
ATLANTIC CITY ELECTRIC COMPANY TO ADJUST THE LEVEL OF ITS “RIDER  
RGGI” RATE ASSOCIATED WITH ITS LEGACY SOLAR RENEWABLE ENERGY  
CERTIFICATE (“SREC I”) FINANCING PROGRAM, ITS SUCCESSOR SOLAR  
RENEWABLE ENERGY CERTIFICATE (“SREC II”) FINANCING PROGRAM, ITS  
SOLAR TRANSITION INCENTIVE (“TREC”) PROGRAM, AND ITS SUCCESSOR  
SOLAR INCENTIVE (“SuSI”) PROGRAM (2022)  
BPU Docket No. ER22070415**

**PLEASE TAKE NOTICE** that, on July 8, 2022, Atlantic City Electric Company (“ACE” or “Company”) filed a petition with the New Jersey Board of Public Utilities (“Board” or “BPU”) to reconcile, update, and approve certain proposed changes to the Company’s Regional Greenhouse Gas Initiative (“RGGI”) Recovery Charge Tariff for its Solar Renewable Energy Certificate (“SREC I” and “SREC II”) Programs, its Transition Renewable Energy Certificate (“TREC”) Program and its Successor Solar Incentive (“SuSI”) Program (“Petition”). The SREC I and SREC II Programs are programs where ACE purchases SRECs from solar projects and sells the SRECs in an auction along with other New Jersey electric distribution utilities. The TREC Program is a statewide program established by the Board to provide incentives to solar developers in the form of TRECs. The SuSI Program is a statewide program established by the Board to provide incentives to solar developers in the form of SREC IIs. Under the TREC and SuSI programs, ACE and other New Jersey electric distribution companies are required to acquire TRECs and SREC IIs through a joint program administrator.

As proposed in the Petition, the Company seeks to decrease the tariff charge for its SREC I program rate from \$0.000189 to (\$0.000103) per kilowatt hour (“kWh”) including Sales and Use Tax (“SUT”), maintain the tariff rate for the SREC II program at its current rate of \$0.000000 per kWh, increase the rate for its TREC program from \$0.000988 to \$0.002442 per kWh including SUT, and decrease the rate for its SuSI program from \$0.000379 to \$0.000048 per kWh including SUT, for the period November 1, 2022 through October 31, 2023, based upon projected deferred balances for each program as of October 31, 2022.

The SREC I component of the RGGI tariff is based upon actual costs and revenues through May 31, 2022, and projected data from June 1, 2022 through October 31, 2023. The effect of the change in the SREC I component for this period results in a \$2.510 million decrease to be returned to customers over the period November 1, 2022 through October 31, 2023.

The SREC II component of the RGGI tariff is based upon actual costs and revenues through May 31, 2022, and projected data from June 1, 2022 through October 31, 2023. The effect of the change in the SREC II component for this period results in no change to the current charge of \$0.000000 per kWh for the period November 1, 2022 through October 31, 2023.

The TREC component of the RGGI tariff is based upon actual costs and revenues through May 31, 2022, and projected data from June 1, 2022 through October 31, 2023. The effect of the change in the TREC component for this period results in an increase of \$12.498 million to be recovered from customers over the period November 1, 2022 through October 31, 2023.

The SuSI component of the RGGI tariff is based upon actual costs and revenues through May 31, 2022, and projected data from June 1, 2022 through October 31, 2023. The effect of the change in the SuSI component for this period results in a decrease of \$2.845 million to be returned to customers over the period November 1, 2022 through October 31, 2023.

The net effect of all proposed changes to the RGGI tariff components for the SREC I, SREC II, TREC and SuSI charges is a combined annual increase of \$7.143 million.

The following demonstrates the Company's proposed rate components applicable to all rate schedules, based upon actual data as of May 31, 2022, and projected data through October 31, 2023:

<b>SREC I</b>	<b>SREC II</b>	<b>TREC</b>	<b>SuSI</b>
(\$0.000103)	\$0.000000	\$0.002442	\$0.000048

The effect of the changes in the SREC I, SREC II, TREC, and SuSI charges on the RGGI tariff for a typical residential customer's monthly electric bill using 680 kWh represents an increase of approximately \$0.57 or 0.41 percent. Residential customers using other monthly usage amounts, based on the Company's proposed rates, are illustrated below:

<b>Monthly kWh Use</b>	<b>Present Bill</b>	<b>Proposed Bill</b>	<b>Increase (\$)</b>	<b>Increase (%)</b>
100	\$25.60	\$25.68	\$0.08	0.31%
300	\$64.27	\$64.52	\$0.25	0.39%
500	\$102.94	\$103.36	\$0.42	0.41%
750	\$151.29	\$151.91	\$0.62	0.41%
1000	\$201.53	\$202.36	\$0.83	0.41%
2000	\$402.48	\$404.14	\$1.66	0.41%
2500	\$502.96	\$505.04	\$2.08	0.41%
3000	\$603.43	\$605.93	\$2.50	0.41%

The percentage increases noted above are based upon a comparison with rates in effect as of July 1, 2022. Any final rate adjustments found by the Board to be just and reasonable may be modified and/or allocated by the Board in accordance with the provisions of N.J.S.A. 48:2-21, and for other good and legally sufficient reasons, to any class or classes of customers of the Company. Therefore, the rates set out above may increase or decrease based upon the Board's decision.

A copy of this Notice of Filing and Public Hearings on the Petition is being served upon the clerk, executive or administrator of each municipality and county within the Company's service territory. The Petition and this Notice have also been sent to the New Jersey Division of Rate Counsel ("Rate Counsel"), who will represent the interests of all ACE customers in this proceeding. Copies of ACE's Petition and this Public Notice are posted on ACE's website at [www.atlanticcityelectric.com/PublicPostings](http://www.atlanticcityelectric.com/PublicPostings).

**PLEASE TAKE FURTHER NOTICE** that, due to the COVID-19 pandemic, virtual public hearings have been scheduled on the following date and times as noted below so that members of the public may present their views on the Petition at the virtual public hearings as noted below:

<b>Date: October 13, 2022</b>	<b>Date: October 13, 2022</b>
<b>Time: 4:30 P.M.</b>	<b>Time: 5:30 P.M.</b>
<b>VIRTUAL WEBINAR</b> <b>To join the meeting directly, enter</b> <b><a href="http://tinyurl.com/3cmtemat">http://tinyurl.com/3cmtemat</a></b>  <b>To join through a prompt for VTC</b> <b>conference ID, enter</b> <b><a href="mailto:exelon@m.webex.com">exelon@m.webex.com</a> and then the</b> <b>VTC conference ID 1177104063</b> <b>followed by #</b>  <b>Dial-In Number: 1-443-529-0267 Phone</b> <b>Conference ID: 665 564 245#</b>	<b>VIRTUAL WEBINAR</b> <b>To join the meeting directly, enter</b> <b><a href="http://tinyurl.com/3cmtemat">http://tinyurl.com/3cmtemat</a></b>  <b>To join through a prompt for VTC</b> <b>conference ID, enter</b> <b><a href="mailto:exelon@m.webex.com">exelon@m.webex.com</a> and then the</b> <b>VTC conference ID 1177104063</b> <b>followed by #</b>  <b>Dial-In Number: 1-443-529-0267 Phone</b> <b>Conference ID: 665 564 245#</b>

Representatives from the Company, Board Staff, and Rate Counsel will participate in the virtual public hearings. Members of the public are invited to participate by utilizing the link or dial-in number and phone conference ID set forth above and may express their views on this Petition. All comments will be made a part of the final record of the proceeding and will be considered by the Board. In order to encourage full participation in this opportunity for public comment, please submit any requests for needed accommodations, such as interpreters or listening assistance, 48 hours prior to the above hearings to the Acting Board Secretary at [board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov).

The Board will also accept written and/or electronic comments. While all comments will be given equal consideration and will be made part of the final record of this proceeding, the preferred method of transmittal is via the Board's Public Document Search tool. Search for the docket number listed above, and post by utilizing the "Post Comments" button. Emailed comments may be filed with the Acting Secretary of the Board, in pdf or Word format, to [board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov).

Written comments may also be submitted to the Acting Board Secretary, Carmen D. Diaz, at the Board of Public Utilities, 44 South Clinton Avenue, 1st Floor, P.O. Box 350, Trenton, New Jersey 08625-0350. All comments should include the name of the Petition and the docket number.

All comments are considered "public documents" for purposes of the State's Open Public Records Act. Commenters may identify information that they seek to keep confidential by submitting them in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.

Dated: September 20, 2022

Atlantic City Electric Company

**NOTICE TO CUSTOMERS OF  
ATLANTIC CITY ELECTRIC COMPANY  
OF FILING OF  
ELECTRIC RATE INCREASE AND PUBLIC HEARINGS**

**IN THE MATTER OF THE PETITION OF ATLANTIC CITY ELECTRIC COMPANY  
FOR IMPLEMENTATION OF AN ADJUSTMENT TO ITS CONSERVATION  
INCENTIVE PROGRAM RATE MECHANISM AND ASSOCIATED CUSTOMER  
CLASS RATES (2022)**

**BPU Docket No. ER22070463**

**PLEASE TAKE NOTICE** that, on July 29, 2022, Atlantic City Electric Company (“ACE” or “Company”), a New Jersey public utility, filed a petition with the New Jersey Board of Public Utilities (“Board” or “BPU”) seeking authorization to implement adjustments to its Conservation Incentive Program (“CIP”) rate mechanism (“CIP Recovery Charge” or “Rider CIP”) based upon an initial deferral period of July 1, 2021 through June 30, 2022 (“Petition”). ACE has requested that the Board permit the proposed rate adjustments to become effective for electric service rendered on and after October 1, 2022.

On April 27, 2021, in BPU Docket No. EO20090621, the Board adopted a stipulation of settlement authorizing ACE to implement its energy efficiency (“EE”) programs (the “ACE EE Order”). The ACE EE Order approved a portfolio of EE programs with a budget of \$96,065,276 for the three-year term beginning July 1, 2021 and ending June 30, 2024 (the “EE Program”). In addition to the EE Program, the Board approved the Company’s implementation of a cost recovery mechanism, the EE Surcharge, which was included as a component of ACE’s Rider Regional Greenhouse Gas Initiative.

The Company also received the Board’s approval of a modified electric CIP calculation methodology to recover a portion of the Company’s revenues that might be lost due to the successful implementation of the EE Program and the related decrease in energy usage and energy sales. The Company was authorized to implement the CIP Recovery Charge (also known as Rider CIP). The ACE EE Order contemplates that the CIP Recovery Charge shall be adjusted annually and that any variances from the annual filings shall be trued-up in the subsequent year.

The CIP applies to the following ACE Rate Schedules: Residential Service (“RS”), Monthly General Service-Secondary (“MGS-S”), MGS-Primary (“MGS-P”), Annual General Service-Secondary (“AGS-S”), AGS Primary (“AGS-P”), Transmission General Service (“TGS”) Sub-Transmission, and TGS Transmission. The CIP is not applicable to Rate Schedules Direct Distribution Connection (DDC), Transaction Service (TS), Street and Private Lighting (SPL), and Contributed Street Lighting (CSL). The CIP Recovery Charge provides a rate adjustment related to changes in the average revenue per customer when compared to a baseline revenue per customer. The CIP margin deficiency to be collected from customers – or the margin excess to be refunded to customers – is calculated each month by applicable rate schedule by subtracting the baseline revenue per customer from the actual revenue per customer and multiplying the resulting revenue per customer by the actual number of customers for the month. ACE’s ability to recover an adjustment to its CIP is subject to the Company passing an earnings test and is subject to limitations based on offsetting savings achieved by the Company in the costs of Basic Generation Service.

As outlined in the Petition, ACE proposes to refund a net CIP amount of \$13,054,500 to customers within eligible rate classes. This represents \$13,304,089 of refunds owed to customers in the RS, MGS-S, MGS-P, AGS-P, and TGS Sub-Transmission rate classes, partially offset by \$249,589 of margin recovery for the AGS-S and TGS Transmission customer classes. As a result of the net CIP margin excess documented in the Petition, there are no limitations or deferrals to future periods.

If the Board approves this request, ACE estimates that a typical residential customer using Basic Generation Service with usage of 680 kilowatt hours (“kWh”) per month will see a bill *decrease* of (\$0.24) or (0.17) percent, from \$137.75 to \$137.51, as a result of this filing.

The complete bill impact analysis for all Rate Schedules, and its underlying assumptions, are outlined in the Petition. The exact amount that your bill will decrease depends upon the amount of electricity you use. A summary of the proposed rate changes is included with this Notice to help customers assess the impact of the proposed new rates on their monthly bills. The summary assumes that customers receive their electric supply from the Company and not from a third-party supplier.

The chart below provides information as to the monthly rate change by customer class:

<b>Rate Class</b>	<b>Current Monthly CIP Rates With Sales &amp; Use Tax (“SUT”)</b>	<b>Proposed Monthly CIP Rates with SUT</b>	
RS	\$0.000000	(\$0.000354)	Per kilowatt-hour
MGSS	\$0.000000	(\$0.008526)	Per kilowatt-hour
MGSP	\$0.000000	(\$0.032302)	Per kilowatt-hour
AGSS	\$0.00	\$0.04	Per-kilowatt of monthly peak demand
AGSP	\$0.00	(\$0.13)	Per-kilowatt of monthly peak demand
TGST	\$0.00	(\$0.17)	Per-kilowatt of monthly peak demand
TGS	\$0.00	\$0.05	Per-kilowatt of monthly peak demand

The chart below provides information as to the percentage rate change for all customer rates included on a customer's monthly invoice by customer class:

<b>Rate Schedule</b>	<b>Percent Change by Customer Class</b>
Residential	(0.16%)
Monthly General Service Secondary	(4.35%)
Monthly General Service Primary	(20.43%)
Annual General Service Secondary	0.08%
Annual General Service Primary	(0.24%)
Transmission General Service – Sub-transmission	(0.30%)
Transmission General Service – Transmission	0.16%
Street and Private Lighting/ Contributed Street Lighting	0.00%
Direct Distribution Connection	0.00%

The impacts noted above are based upon a comparison with current rates as of July 1, 2022. Any final rate adjustments found by the Board to be just and reasonable may be modified and/or allocated by the Board in accordance with the provisions of N.J.S.A. 48:3-4, and for other good and legally sufficient reasons, to any class or classes of customers of the Company. Therefore, the rates set out above may increase or decrease based upon the Board's decision.

A copy of this Notice of Filing and Public Hearings on the Petition is being served upon the clerk, executive or administrator of each municipality and county within the Company's service territory. The Petition and this Notice have also been sent to the New Jersey Division of Rate Counsel ("Rate Counsel"), who will represent the interests of all ACE customers in this proceeding. Copies of ACE's Petition and this Public Notice are posted on ACE's website at [www.atlanticcityelectric.com/PublicPostings](http://www.atlanticcityelectric.com/PublicPostings).

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<b>Date:</b> Thursday, October 13, 2022	<b>Date:</b> Thursday, October 13, 2022
<b>Time:</b> 4:30 P.M.	<b>Time:</b> 5:30 P.M.
<b>VIRTUAL WEBINAR</b> To join the meeting directly, enter <a href="https://tinyurl.com/3cmtemat">https://tinyurl.com/3cmtemat</a>  To join through a prompt for VTC conference ID, enter <a href="mailto:exelon@m.webex.com">exelon@m.webex.com</a> and then the VTC conference ID 1177104063 followed by #  <b>Dial-In Number:</b> 1-443-529-0267 <b>Phone Conference ID:</b> 665 564 245#	<b>VIRTUAL WEBINAR</b> To join meeting directly, enter <a href="https://tinyurl.com/3cmtemat">https://tinyurl.com/3cmtemat</a>  To join through a prompt for VTC conference ID, enter <a href="mailto:exelon@m.webex.com">exelon@m.webex.com</a> and then the VTC conference ID 1177104063 followed by #  <b>Dial-In Number:</b> 1-443-529-0267 <b>Phone Conference ID:</b> 665 564 245#

Representatives from the Company, Board Staff, and Rate Counsel will participate in the virtual public hearings. Members of the public are invited to participate by utilizing the link or dial-in information set forth above and may express their views on this Filing. All comments will be made a part of the final record of the proceeding and will be considered by the Board. In order to encourage full participation in this opportunity for public comment, please submit any requests for needed accommodations, such as interpreters or listening assistance, 48 hours prior to the above hearings to the Acting Board Secretary at [board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov).

The Board is also accepting written and/or electronic comments. While all comments will be given equal consideration and will be made part of the final record of this proceeding, the preferred method of transmittal is via the Board's [Public Document Search](#) tool. Search for the docket number listed above, and post by utilizing the "Post Comments" button. Emailed comments may be filed with the Acting Secretary of the Board, in pdf or Word format, to [board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov).

Written comments may also be submitted to the Acting Board Secretary, Carmen D. Diaz, at the Board of Public Utilities, 44 South Clinton Avenue, 1<sup>st</sup> Floor, P.O. Box 350, Trenton, New Jersey 08625-0350. All emailed or mailed comments should include the name of the filing and the docket number.

All comments are considered "public documents" for purposes of the State's Open Public Records Act. Commenters may identify information that they seek to keep confidential by submitting them in accordance with the confidentiality procedures set forth in N.J.A.C. 14:1-12.3.

Dated: September 21, 2022

Atlantic City Electric Company





## City of North Wildwood Special Event Application Form

Name of Event: Wildwood Catholic Bonfire (H.S. only)

Date of Event: Oct. 7, 2022 Date of Application: Sept. 19, 2022

Type of Event (check one)

- ☐ Parade / Procession ☐ Festival ☐ 1 Day ☐ multi-day ☐ Block Party ☒ Bonfire
- ☐ Craft Show ☐ 1 Day ☐ multi-day ☐ Walk / Run (1K-5K 10K) / Triathlon / Bike / Marathon / Race
- ☐ Ceremony / Celebration / Demonstration ☐ Polar Plunge / Water Event ☐ Car Show
- ☐ Film / Photography ☐ Stage Request Only ☐ Other: \_\_\_\_\_

The City of North Wildwood requires all organizations, corporations, and/or individuals planning to stage an event file an official application with the Recreation & Tourism Department. **This application must be fully completed, signed, and forwarded to the Recreation & Tourism Department 90 days in advance of the event date unless waived by the Mayor and/or governing body.**

(City Code 382-23) A "special event" is an event sponsored by an organization who desires to use portion of the public streets or other public property, or avail itself of public facilities. Such event must be sponsored by a corporation (nonprofit or for profit), authorized to do business in the State of New Jersey, a nonprofit civic association, a charitable association, a religious association or any other association of persons. Special events shall include, by way of example and not by way of limitation, such events as parades, festivals, craft fairs, art shows, athletic contests, running races, bicycle races, fund raising events and similar events of which may include entertainment.

(City Code 382-24) There shall be an application fee charged to each organization, excluding municipal operations, operating a special event in the sum of **\$25.00 for non-profit and \$50.00 for for-profit entities.**

All applications will have a 30-day review. Some may require a 14 day and 7 day review prior to their event.

### SECTION 1 – ORGANIZATION INFORMATION

- 1) Name of Organization: Wildwood Catholic Academy
- 2) Address of Organization: 1500 Central Ave
- 3) Purpose of Organization: School
- 4) How many members are in your organization: 150 +
- 5) Is your organization tax exempt: (please circle) YES NO Is this a non-profit event YES NO
- 6) NJ Registered Charitable Organization#: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

## SECTION 1 - ORGANIZATION INFORMATION CONT

### 1) Organizer Contact Information.

Name of Event Co-ordinator / Organizer <u>Jennifer Antonicello + Leatrice Spiewak</u>	
Title <u>teacher</u>	Cell Phone <u>862-596-0441</u>
Address / City / State / Zip	
Email <u>j.antonicello@wildwoodcatholicacademy.org</u>	

Name of Event Co-ordinator / Organizer <u>Joe Cray</u>	
Title <u>Principal WCA</u>	Cell Phone <u>267-688-2044</u>
Address / City / State / Zip	
Email <u>j.cray@wildwoodcatholicacademy.org</u>	

## SECTION 2 - APPLICATION AUTHORIZATION

I, Jennifer Antonicello, the undersigned state that I am the duly  
Name of Applicant

authorized representative of the Wildwood Catholic Academy  
Name of Organization

in addition, 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 when so granted.

  
Applicant Signature

7/17/22  
Date

## SECTION 3 – EVENT INFORMATION

1) Official Name of Event: WCA Spirit Week Bonfire

2) Location of Event (please list city venue requirements by day/date): N.W. Beach @ 2<sup>nd</sup> Ave

3) Describe Event Activities: Bonfire, Music, finger food/snacks.

4) Will the event be held for the sole purpose of advertising any product, goods or service? YES ☐ NO ☒

5) If yes, describe in detail: \_\_\_\_\_

6) Will alcohol be served or sold by event organizers or others? YES ☐ NO ☒

A) Do you have a ABC/Social Affairs Permit? YES ☐ NO ☒

B) Are you requesting approval for open display of alcohol? YES ☐ NO ☒

C) Designated Hours for open display of alcohol: \_\_\_\_\_

D) Designated Location of open display of alcohol: \_\_\_\_\_

E) Other Conditions: \_\_\_\_\_

**If alcohol is being sold at the event, the organizer is responsible to identify patrons of legal age to consume alcohol and provide the patron with a wristband after identification was properly checked.**

8) Rain Date or Delayed Starting Time: N/A

9) Schedule Details: (Include a copy of program schedule/timeline description of events)

	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day
Day of the Week (SU,M,TU,W,TH,F,SA)	Friday			
Date (MM/DD/YY)	10/07/22			
Set-Up (00:00AM/PM)	1800			
Event Starts (00:00 AM/PM)	1830			
Event Ends (00:00 AM/PM)	2030			
Clean-Up (00:00 AM/PM)				

### SECTION 3 - EVENT INFORMATION CONTINUE

10) Will the event require site to remain in place overnight or will the site be broken down each night (partially or completely) Explain: No

11) Describe how you plan to provide security for the event: School admin / teachers.  
(Firefighters on site to manage bonfire)

a) Private Security Company (name/address/contact person/phone): N/A

12) If an event management company is contracted to handle the event, please provide the following information:

Company Name: N/A

Address: N/A City/ST/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Portion/s of event that the company is responsible for: \_\_\_\_\_

### ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

Site plan should include port-a-pots, vendors, stage(s), electrical hook-ups, road closings, etc.

### SECTION 4 - INSURANCE REQUIREMENTS

1) Name of Insurance Company: Nat'l Catholic Risk Retention Group

Policy Number: RRG 10249-24

Limits of Liability: \_\_\_\_\_

Events are required to provide the City of North Wildwood with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of North Wildwood as an "Additionally Insured."

A copy of the Additional Insured Endorsement page(s) must be provided with the certificate.

## HOLD HARMLESS

NAME OF ORGANIZATION/USER Wildwood Catholic Academy will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **City of North Wildwood**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **City of North Wildwood**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **User's** use of the named **Facility(ies)/Equipment**, including all suits or actions of every kind or description brought against the **City of North Wildwood**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)/EQUIPMENT**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**. The above **USER** shall inspect the described **FACILITY (IES) / EQUIPMENT** prior to the use of the **FACILITY(IES)/EQUIPMENT** and report any defective, hazardous or dangerous conditions found at the **FACILITY(IES)/EQUIPMENT** to an Appointed Recreation Supervisor and/or Public Works Supervisor at (609) 522-2955 or (609) 522-4646, and **USER** shall immediately cease the use of the **FACILITY(IES)/EQUIPMENT** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)/EQUIPMENT**, **USER** shall immediately report to the **City of North Wildwood** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES) / EQUIPMENT**.

### INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User's** use of the **FACILITY(IES) / EQUIPMENT**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable. Where indicated, the **USER** shall be required to name the **City of North Wildwood** as an "Additional Insured" on the **User's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement or Special Event Application, **USER** shall provide the **City of North Wildwood** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule and as is appropriate for the type of use and hazards present, has been obtained and that the **City of North Wildwood** has been designated as an "Additional Insured" where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **City of North Wildwood** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **City of North Wildwood** as an "Additional Insured" for the duration of this agreement. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

### COVID-19

**USER** verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance with the CDC, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs with can be reviewed at:

[https://nj.gov/infobank/co/0506umphy\\_approved/co\\_nrc/\\_html](https://nj.gov/infobank/co/0506umphy_approved/co_nrc/_html)

**USER** shall be responsible for all participants or guests complying with any social distancing or masks/face covering requirements of the state or Federal government which are in effect.

Signed by an authorized representative of the **USER** and the **City of North Wildwood** on this 19 day of Sept, 2022.

USER (SIGNATURE)

Joe Cray / Jennifer Antonelli  
USER (PRINT NAME)

CITY REPRESENTATIVE

Sen. Anthony D.  
CITY REPRESENTATIVE (PRINT)



## **CERTIFICATE OF INSURANCE**

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Evidence of financial responsibility from event chairperson, organization and one(s) with whom the City of North Wildwood does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Director of Tourism and Special Events, City Administrator or City of North Wildwood Mayor and Council may refuse to grant the use of permission to execute the Special Event if, in their judgment there is good reason why permission should be refused. They shall not be required to state a reason for such refusal.

**Individuals** – Block Parties or any other oriented parties.

**Non-Profit/Charitable Groups** – Civic Groups, Social Groups, Support groups or any other group that does not gain profits.

**Commercial Rental** – Any organization that is for profit (i.e. Associations, Corporations, Partnerships, etc. ...)

### **I. INDIVIDUALS**

#### **A. General Liability Limit**

Evidence that the individual has comprehensive personal liability insurance in force is required to use any City of North Wildwood property or facility. Coverage could be in the form of Homeowners, Condo, or Tenant's coverage where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

### **II. NON-PROFIT/CHARITABLE GROUPS**

#### **A. General Liability Limit**

SE 001-004

#### **B. City of North Wildwood, N.J. named as "Additional Insured" with endorsement page(s)**

**C. Executed Hold Harmless Agreement** required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.

### **III. COMMERCIAL (FOR PROFIT) GROUPS**

#### **A. Commercial General Liability Limit**

SE 001-004

Combine Single Limit of Liability for Bodily Injury and Property Damage

#### **B. City of North Wildwood, N.J. named as "Additional Insured" with endorsement page(s)**

**C. Executed Hold Harmless Agreement** required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.

## BONFIRE EVENT

### *North Wildwood Fire Department Bonfire Permit Requirements:*

- 1) All requests must be reviewed by the Fire Prevention Office and then approved by the Fire Chief prior to issuing a permit. All approved bonfires are the sole responsibility of the fire department.
- 2) Bonfires may be cancelled or postponed when emergency fire department response activity has occurred on the same date of the scheduled event, which would preclude our ability to staff or supervise the event.
- 3) Bonfires will be cancelled during any period in which the State or County Fire Marshal has established a ban on open burning.
- 4) The Chief will appoint a designated Incident Commander who will be the primary in command of the ignition and all other conditions affecting the actual fire.
- 5) Only wooden pallets (4x4) or hard wood logs such as those used for fireplaces can be used for fuel. **Larger 8x8 or double sized pallets cannot be used.** This excludes plywood and creosote paint-soil impregnated wood. The height of stacked fuel must not exceed 4' at any time. The maximum amount of pallets to be used is **225 total pallets per bonfire.**
- 6) The location and preparation of the land to be used for the bonfire must be within 500' of a working fire hydrant; be accessible to current fire department apparatus or vehicles, and free of brush, etc. or protected dunes in the immediate area. **The City may use an approved container for the location of the fire.**
- 7) Sufficient fire department personnel must be available to be present for the duration of the event including ignition and extinguishment.
- 8) The hosting agency must provide a liaison person to coordinate the event schedule and conditions with the Incident Commander. The liaison shall remain present and accessible to the IC for the duration of the event. The hosting agency may designate the individuals as needed so long as the information pertaining to the event is consistent.
- 9) The IC shall order removed any person or persons that are in an unsafe manner that otherwise creates a hazard to their safety of civilian attendees or that interferes with the operation or authority of the fire department.
- 10) The fire department is responsible for the complete extinguishment of the fire. Upon the termination of the event, the event-hosting agency shall announce the termination of the event and begin the assembly of all personnel prior to beginning the extinguishment of the fire.
- 11) The Fire Chief or IC shall order immediate extinguishment of the fire at any time under the following conditions: weather conditions, continuous disruption by attendees, unsafe acts, or circumstances that require the full attention of the fire department for an emergency situation.
- 12) No outside agency or fire department will be called or requested for assistance without the consent of the Fire Chief or the IC.

  
Chairperson / Organizer / Designee Signature

9/19/22

## PUBLIC WORKS

1) Are NW trash/recycling receptacles and removal requested?

YES

NO

Is the event organization ordering Dumpsters:

YES

NO

Number Requested: Trash- 2 Recycling can/bottles- 1

Dumpsters- 0

### VENDOR COORDINATOR PLEASE ATTACH A RECYCLING/TRASH PLAN

- All trash from set-up to clean-up must be removed and placed in the dumpsters provided. No stockpiling of trash behind space.
- Walkways behind vendors must be kept clear of all obstructions at all times.
- In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tar paper.
- Water is available at the sink location. All grey water **must** be contained and disposed of in containers at the sink location. No dumping of any water in the event area is allowed.
- Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water, and grease disposal.
- Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

**Improper disposal of any material (including grey water, trash, garbage, and recyclables) – will be subject to legal action for violations under Ordinance #374-19.5.**

The information above needs to be distributed by the Event Organizer to all vendors prior to and during the event on their own stationary.

Name of person responsible for distributing information to vendors: \_\_\_\_\_

2) Do you request the use of any portable equipment from Public Works:

YES

NO

(Please write an amount next to each requested item)

Traffic Cones- 0 Street Barrels- 0 Eating Tables- 0

Additional Equipment Requested: port-a-potties or bathrooms unboxed.

3) Restrooms/Port-a-Potty: Will your event direct people to public restrooms-

YES

NO

Will your event use portable toilets/trailers-

YES

NO

Is the event organizer ordering toilets/trailers-

YES

NO

If yes, how many will be used: \_\_\_\_\_

Name of company: \_\_\_\_\_

Contact person/Cell: \_\_\_\_\_

**Note: One toilet for every 500 people is requested for events lasting over 2 hours – an appropriate number of these toilets should be handicapped accessible.**

4) Will your event have any temporary structures, fence, or fixtures:

YES

NO

**Anchors, pins, spikes or other materials are strictly prohibited on asphalt, boardwalk, and/or concrete to secure objects.**

If so, please describe in detail: \_\_\_\_\_

Event Organizer is required to contact the Construction Office for permits. 609 522 2030 ext. 1560

The City of North Wildwood will not allow any markings and/or painting of the streets, sidewalks, boardwalks, and parking lots, except those made by approved marking devices. Call the Dept. of Public Works to arrange for an appointment with the Director of Public Works prior to the event to submit marking devices for approval. If unapproved marking devices are used, the event/organization will be charged with the cost of removing and restoring to prior to event status. In addition, this department will likely not approve this organization's future events.

Respectfully,

Doreen Lindberg, Director of Public Works



## RECREATION & TOURISM DEPARTMENT

1) Do you anticipate the need for Rec/Tour Dept. staff to support your event?

If yes, how many- \_\_\_\_\_

Purpose: \_\_\_\_\_

NO

2) Will you require the use of Recreation Dept. Facilities (Rec Center/Park)?

If yes, please describe in detail (include dates/times)- \_\_\_\_\_

NO

3) Will you require the use of Recreation Dept. portable \_\_\_\_\_?

(Please write an amount next to each requested item)

Bleachers- \_\_\_\_\_ Coolers- \_\_\_\_\_ Chairs (folding)- \_\_\_\_\_

Tables- \_\_\_\_\_

Boys (ceremony)- \_\_\_\_\_

Sound System (2 or 4 speakers) w/ microphone- \_\_\_\_\_

circle one

Chairs- \_\_\_\_\_

Signs- \_\_\_\_\_

Additional Equipment- \_\_\_\_\_

NO

1<sup>ST</sup> DAY

DAY

Day of the Week (SU,M,TU,W,TH,F,SA)	
Date (MM/DD/YY)	
Equipment Requested	
Set-Up (00:00 AM/PM)	
Break-Down (00:00 AM/PM)	
Location:	


4) Does the publicity plan for this event include any of the below?

☐ Posters ☐ Website ☒ Social Media ☐ Radio ☐ TV ☐ Newspaper Publ

internal school-wide only

5) List any planned Print/Radio/TV Advertising: \_\_\_\_\_

N/A

NO

Include copies of any direct mail/invitations/email/internal/poster/signage/releases/media kit

at School

## BUILDINGS, GROUND & PARKS DEPARTMENT

1) Will any object, such as tent poles, be driven into the ground: YES ☐ NO ☒  
(If yes, please comply with B.G. & P. to avoid damaging the irrigation system)

2) Will the event require the closure of any park? City will be open to the general public: YES ☐ NO ☒

If yes, please describe in detail: \_\_\_\_\_

3) Will the boardwalk be closed to all items (except for any other type of structure): YES ☐ NO ☒

If yes, please describe in detail: \_\_\_\_\_

4) Will you have any vehicles over 10,000 lbs.: YES ☐ NO ☒  
(Vehicles are restricted to the Boardwalk)

If yes, please describe in detail: \_\_\_\_\_

5) Will your event have any electrical needs: YES ☒ NO ☐  
(Please attach a separate page with locations and the electrical layout)  
Will you have any sound/lighting equipment: YES ☒ NO ☐  
Will you be using a lighting contractor: YES ☐ NO ☒

Contractor Information: \_\_\_\_\_

6) Overhead banners, banners, and signs installed on City property  
(Please request to be installed by the City and the City approval before being created and displayed)  
a) Overhead Banners: Professionally made and measure 40 feet in length by 3 feet in width  
b) To get maximum display, heavy duty grommets should be 16 inches apart and wind flaps cut  
and stitched in banner  
c) Banner Flags (10 per event) should be 5 feet in length by 30 inches wide (display should be 53" long)  
d) Welcome Area Banners: 12 feet in length by 12 feet in width

7) Describe banners signs in detail (proper wording and attach a photo/layout): N/A

8) Electrical service fees: Attach the vendor's electrical layout and the electrical layout)  
A) \$35 per event for ONE thirty-amp  
\$75 per event for ONE sixty-amp

B) Extra circuits will be provided only if there is a surplus of circuits after all vendors who have paid for electrical service and thereafter will be provided on a first-requested and paid/first-provided basis.

C) Any service calls or an overloaded circuit will result in the vendor being assessed an additional fee and the advance of the restoration of electrical service to the vendor.

## NORTH WILDWOOD BEACH PATROL

1) What location(s) of the beach/ocean will be used and for what purpose:

1st / 2nd Ave Beach & that pavillion

2) Do you anticipate the need for NWBP staff to support your event:

YES

NO

If yes, how many- \_\_\_\_\_

Purpose: \_\_\_\_\_

3) Will you require the use of NWBP Facilities, Vehicles or Equipment:

(If yes, please describe in detail; include dates and times)

YES

NO

	1 <sup>st</sup> DAY	2 <sup>nd</sup> DAY	3 <sup>rd</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)			
Date (MM/DD/YY)			
Equipment Requested			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

## CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: \_\_\_\_\_ Number of Food Vendor Spaces: \_\_\_\_\_

(Final Vendor list must be turned in 1 week prior to event date)

(Organizer is responsible for obtaining vendor permits from Clerk's office & distributing vendor permits to vendors before inspection)

Vendor Fees	1 Day	2 Day	3 Days
First Year Fee	\$ 10.00	\$ 20.00	\$ 30.00
Second Year Fee	\$ 20.00	\$ 40.00	\$ 60.00
Third & Fourth Year Fee	\$ 50.00	\$ 100.00	\$ 150.00
Fifth & Plus Year Fee	\$ 75.00	\$ 150.00	\$ 225.00

2) Will your event require bulk special event parking pass  
**FOR 3-DAY OR MORE EVENTS ONLY**

YES

3) If yes, how many: \_\_\_\_\_

List dates for pass: \_\_\_\_\_

**\*Minimum 250 for out of season events and 500 for in season events: \$8 per day/per vehicle**

(Must be paid for 30 days prior to date of event) (In season is from mid May to Labor Day - 9/2/01 calendar year)

# POLICE DEPARTMENT

1) Contact information of person(s) at event: Jennifer Antonello + Joe Cray

2) Contact information of person(s) at event: " "

3) Street or sidewalk closure(s): NO  
Plan approved: NO

4) Barricade request (pending approval): NO  
Plan submitted: NO  
Plan approved: NO

5) Responsible party for barricade: (Federal, State, or Local Police, etc.):

Contact information: \_\_\_\_\_

6) Signage requested: NO PARKING Other (describe): \_\_\_\_\_ Post Time: \_\_\_\_\_

7) Equipment stored at location: NO  
Location: \_\_\_\_\_ Contact Info: \_\_\_\_\_

8) Site Plan - Detour/Traffic plan: NO  
Police Approval: NO

9) Police requested or required for: NO Start time: \_\_\_\_\_  
(Please write amount next to required) Finish time: \_\_\_\_\_

Officers- \_\_\_\_\_ Overnight Security- \_\_\_\_\_

10) Music: YES NO Other (describe): \_\_\_\_\_ Finish time: \_\_\_\_\_  
Location: \_\_\_\_\_

11) Alcohol being served at event: NO Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
State ABC Approval: \_\_\_\_\_  
City Approval: \_\_\_\_\_

12) Staging Area: NO  
Plan Submitted: NO  
Plan Approved: NO

13) First-Aid/EMT on site: - School will provide

14) Large Events, Command Post: NO

Location of Command Post: \_\_\_\_\_ Phone #: \_\_\_\_\_

List of Department representatives: \_\_\_\_\_  
(Please put on separate sheet)

## FIRE & EMS DEPARTMENT

1) Do you anticipate the need for Fire / EMS staff / equipment to support your event: ☒ YES ☐ NO

*Fire Chief will determine the amount of staff and/or equipment needed for your request after time -*

3) Purpose:

Bonfire

4) Will you require the use of Fire Dept. Facilities or portable equipment: ☒ YES ☐ NO

5) If yes, please describe in detail, including dates and times

firefighter, hose truck as per  
NWFD SOP

## CONSTRUCTION, FIRE & HOUSING DEPARTMENT

1) Will there be a bonfire, open flame, lighting, cooking, extinguishing, or burning of any material: ☒ YES ☐ NO

2) If yes, please describe in detail:

bonfire on beach monitored by NWFD

3) Will there be any tents used larger than 900 square feet or more than 30 feet in any direction: YES ☒ NO

4) If yes, please describe in detail:

5) Permit #: \_\_\_\_\_ (Will be issued after Mayor's Approval)

**\*\*The number of bonfire permits are limited and based on the availability of fire personnel\*\***

a) Application for a permit required by this code shall be made to the fire official in such form and detail as the fire official shall prescribe. Applications for permits shall be accompanied by plans or drawings as required by the fire official for evaluation of the application.

b) Type I Permit: PERMIT FEE - \$54.00 (non-refundable)

1) The use of any open flame or flame-producing device, in conjunction with any public gathering for purpose of entertainment, amusement, or recreation.

2) The erection, operation or maintenance of any tent or canopy greater than 900 square feet and more than 30 feet in any direction.

## FIRE APPLICATION PERMIT FEE

The uniform fire code states:

"Permits shall be required, and obtained from the local enforcing agency for the activities specified in this section, except where they are an integral part of the process or activity by reason of which a use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the Fire Official." [N.J.A.C. 5:27-2.7(a)]

**PRINT CLEARLY and FILL IN ALL BLANKS\*\***

Date of Application: 9/21/22 Date of Approval: 10/7/22 Time: 1800 - 2030

Location of where Activity will occur: 1<sup>st</sup> + 2<sup>nd</sup> Ave Beach

Name of Applicant: Jennifer Antonicello + Joe Cray, Principal  
862-576-0441

Address: 1506 Central Ave N.W.

Name of Organization: Wildwood Catholic Academy

Phone/Fax Number: \_\_\_\_\_ Emergency Number: 267-688-2044

Block/Lot: \_\_\_\_\_ Registration Number: ~~862-576-0441~~

The above named applicant hereby requests permission to conduct the following activity at the above indication location: Boat fire

And for keeping, storage, occupancy, or handling of the following:

N/A

(State quantities for each container used, or used and the method of storage or use:)

N/A

I hereby acknowledge that I have read this application and the information given is correct, and that I am the owner, or duly authorized to act in the capacity of staff and as such hereby agree to comply with the applicable requirements of the fire code as well as any specific conditions imposed by the Fire Official.

Applicant Signature:  Fire Official Signature: \_\_\_\_\_

Amount: \_\_\_\_\_ Permit Type: \_\_\_\_\_

## Steve DeHorsey

---

**From:** Casey Byrne <cbyrne@jbyrneagency.com>  
**Sent:** Monday, September 26, 2022 2:40 PM  
**To:** Steve DeHorsey  
**Subject:** RE: WCA Bonfire COI

Hi Steve,

Two things I am compelled to question on this one:

1. Could they revise the COI to show City of North Wildwood as the holder?
2. Could they send over a copy of the additional insured endorsement.
  - a. The description says coverage only applies "with respect to baseball and softball games". At this point I am forced to assume there is no coverage for the bonfire event.
  - b. Could they revise the COI to show coverage is provided for the bonfire?

Any additional questions let me know!

Thank you,

**Casey Byrne, ACSR**  
**President**



5200 New Jersey Ave.  
Wildwood NJ 08260  
609-522-3406 Ext. 160  
609-602-5672 Cell  
609-522-2844 Fax  
[cbyrne@jbyrneagency.com](mailto:cbyrne@jbyrneagency.com)  
[www.jbyrneagency.com](http://www.jbyrneagency.com)



**[Click HERE to check out our Agency Newsletter!](#)**

**\*\*A REFERRAL IS THE BEST COMPLIMENT\*\***







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2021

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 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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Porter & Curtis, LLC 225 State Road Media, PA 19063	<b>CONTACT NAME:</b> Christine Sears <b>PHONE (A/C No, Ext.):</b> <b>E-MAIL:</b> csears@portercurtis.com <b>ADDRESS:</b>	<b>FAX:</b> 4844457166 <b>A/C No:</b>
<b>INSURED</b> WILDWOOD CATHOLIC ACADEMY 1500 CENTRAL AVENUE WILDWOOD, NJ 08260	<b>INSURER (S) AFFORDING COVERAGE</b> INSURER A: THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 10083

**COVERAGES**

CERTIFICATE NUMBER: C000212197

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		RRG10249-24	11/27/2021	11/27/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Incl
						MED EXP (An: one person) \$ Incl
						PERSONAL & ADV INJURY \$ Incl
						GENERAL AGGREGATE \$ Not aggregated
						PRODUCTS - COMP/OP AGG \$ Incl
	<input type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E L EACH ACCIDENT \$
	<input type="checkbox"/> 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)

The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to baseball and softball games and practices during this policy term.

**CERTIFICATE HOLDER****CANCELLATION**CAPE MAY COUNTY PARK - County of Cape May  
707 RTE. 9 NORTH  
CAPE MAY COURT HOUSE, NJ 08210

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



## PERMIT / APPROVAL / AUTHORIZATION

Event Name: WCA Bonfire on the Beach

Date(s) of Event: Fri 10-7-12

Mayor & Council: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Tourism: \_\_\_\_\_

Date: \_\_\_\_\_

Application Fee waived: ☒ YES ☐ NO

Service Fees waived: ☒ YES ☐ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

### Office use only:

Final Date of Approval: \_\_\_\_\_ Projected Total Costs for this event: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Permit Cost: \_\_\_\_\_ Total City Departmental Projected Costs: \_\_\_\_\_

## FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Pre-event Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EVENT CHECKLIST

- ☐ N/A land Application Fee Paid
- ☐ \_\_\_\_\_ Certificate of Insurance listing N.W. as Additionally Insured
- ☐ \_\_\_\_\_ Additional Insured Endorsement Page(s) attached
- ☒ SM 9-26-22 Hold Harmless completed & signed
- ☐ \_\_\_\_\_ Detailed Site Plan defining the logistics of the event
- ☐ N/A Vendor list submitted to Clerk's Office
- ☐ \_\_\_\_\_ Copy of extra materials such as schedule, agenda, flyers, timeline, etc.
- ☒ SM 9-26-22 Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit)
- ☐ N/A Special Event Parking Passes Paid
- ☐ \_\_\_\_\_ Miscellaneous
- ☐ \_\_\_\_\_ Ready to be placed on the DMS

# TREASURER DEPARTMENT

## BILLING

WCA Bonfire on the Beach  
Name of Event

Fri 10-7-22  
Date of Event

Application Fee	\$ <u>0.00</u> <i>and</i>	Non-Profit \$25.00	For-Profit \$50.00
Police Dept.	\$ _____		
Fire Dept.	\$ _____		
Public Works Dept.	\$ _____		
Buildings, Grounds, Electric-Parks	\$ _____		
Clerk's Office	\$ _____		
Construction, Fire & Housing	\$ _____		
Beach Patrol	\$ _____		
Recreation & Tourism Dept.	\$ _____		
Stage Rental	\$ _____		
Special Event Parking Passes	\$ _____		
Miscellaneous Costs	\$ _____		
TOTAL	\$ _____		



# City of North Wildwood Special Event Application Form

Name of Event: VETERANS DAY SERVICE  
 Date of Event: NOV. 11, 2022 Date of Application: 2-15-2022

Type of Event (check one)

- ☐ Parade / Procession    ☐ Festival ☐ 1Day ☐ multi-day    ☐ Block Party    ☐ Bonfire  
☐ Craft Show ☐ 1Day ☐ multi-day    ☐ Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race  
☒ Ceremony / Celebration / Demonstration    ☐ Polar Plunge / Water Event    ☐ Car Show  
☐ Film / Photography    ☐ Stage Request Only    ☐ Other: \_\_\_\_\_

The City of North Wildwood requires all organizations, corporations, and/or individuals planning to stage an event file an official application with the Recreation & Tourism Department. **This application must be fully completed, signed, and forwarded to the Recreation & Tourism Department 90 days in advance of the event date unless waived by the Mayor and/or governing body.**

(City Code 382-23) A "special event" is an event sponsored by an organization who desires to use portion of the public streets or other public property, or avail itself of public facilities. Such event must be sponsored by a corporation (nonprofit or for profit), authorized to do business in the State of New Jersey, a nonprofit civic association, a charitable association, a religious association or any other association of persons. Special events shall include, by way of example and not by way of limitation, such events as parades, festivals, craft fairs, art shows, athletic contests, running races, bicycle races, fund raising events and similar events of which may include entertainment.

(City Code 382-24) There shall be an application fee charged to each organization, excluding municipal operations, operating a special event in the sum of \$25.00 for non-profit and \$50.00 for for-profit entities.

All applications will have a 30-day review. Some may require a 14 day and 7 day review prior to their event.

## SECTION 1 – ORGANIZATION INFORMATION

- 1) Name of Organization: VETERANS OF FOREIGN WARS NORTH Wildwood Post 5941
- 2) Address of Organization: WALNUT & NEW YORK AVES. NORTH Wildwood, NJ
- 3) Purpose of Organization: SUPPORT OF VETERANS, CURRENT military, WIDOWS (ERS) & THEIR FAMILIES
- 4) How many members are in your organization: 160 (LOCAL) 48,000 (STATE)
- 5) Is your organization tax exempt: (please circle) (YES) NO Is this a non-profit event (YES) NO
- 6) NJ Registered Charitable Organization#: CH-331800 Tax ID#: 22878545

## SECTION 1 – ORGANIZATION INFORMATION CONT

### 1) Organizer Contact Information:

Name of Event Chairperson / Organizer <u>JOSEPH A. ORLANDO</u>	
Title <u>COMMANDER VFW Post 5941</u>	Cell Phone <u>609-602-4230</u>
Address / City / State / Zip <u>105 W. ROCHESTER AVE, WILDWOOD CREST, N.J. 08260</u>	
Email <u>ORLANDODAISY@COMCAST.NET</u>	

Name of Event Chairperson / Organizer	
Title	Cell Phone
Address / City / State / Zip	
Email	

## SECTION 2 – APPLICATION AUTHORIZATION

I, JOSEPH A. ORLANDO, the undersigned state that I am the duly  
Name of Applicant

authorized representative of the NORTH Wildwood V.F.W. Post 5941  
Name of Organization

in addition, 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 when so granted.

Joseph A Orlando  
Applicant Signature

2.15.2022  
Date

### SECTION 3 – EVENT INFORMATION

1) Official Name of Event: VETERANS DAY SERVICE

2) Location of Event (please list city venue requirements by day/date):

VETERANS MONUMENT SPRUCE AVE

3) Describe Event Activities: SERVICES

4) Will the event be held for the sole purpose of advertising any product, goods, or event: YES ☐ NO ☒

5) If yes, describe in detail: \_\_\_\_\_

6) Will alcohol be served or sold by event organizers or others: YES ☐ NO ☒

A) Do you have a ABC/Social Affairs Permit: YES ☐ NO ☐

B) Are you requesting approval for open display of alcohol: YES ☐ NO ☐

C) Designated Hours for open display of alcohol: \_\_\_\_\_

D) Designated Location of open display of alcohol: \_\_\_\_\_

E) Other Conditions: \_\_\_\_\_

**If alcohol is being sold at the event, the organizer is responsible to identify patrons of legal age to consume alcohol and provide the patron with a wristband after identification was properly checked.**

8) Rain Date or Delayed Starting Time: will be moved to Knights of Columbus MEETING HALL

9) Schedule Details: (Include a copy of program schedule/timeline/description of events)

	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day
Day of the Week (SU,M,TU,W,TH,F,SA)	Friday			
Date (MM/DD/YY)	11-11-2022			
Set-Up (00:00AM/PM)	0915 AM			
Event Starts (00:00 AM/PM)	10 AM			
Event Ends (00:00 AM/PM)	11 AM			
Clean-Up (00:00 AM/PM)	11 AM			

### SECTION 3 – EVENT INFORMATION CONTINUE

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10) Will the event require site to remain in place overnight, or will the site be broken down each night (partially or completely) Explain: NO

11) Describe how you plan to provide security for the event: SELF / MEMBERS

a) Private Security Company (name/address/contact person/phone): \_\_\_\_\_

12) If an event management company is contracted to handle the event, please provide the following information:

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

Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Portion/s of event that the company is responsible for: \_\_\_\_\_

### ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

Site plan should include port-a-pots, vendors, stage(s), electrical hook-ups, road closings, etc.

### SECTION 4 – INSURANCE REQUIREMENTS

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1) Name of Insurance Company: CITY OF NORTH WILDWOOD

Policy Number: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_

Events are required to provide the City of North Wildwood with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of North Wildwood as an **"Additionally Insured."**

A copy of the Additional Insured Endorsement page(s) must be provided with the certificate.

## **CERTIFICATE OF INSURANCE**

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Evidence of financial responsibility from event chairperson, organization and others with whom the City of North Wildwood does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Director of Tourism and Special Events, City Administrator or City of North Wildwood Mayor and Council may refuse to grant the use of permission to execute the Special Event whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

**Individuals** – Block Parties or any other oriented parties

**Non-Profit/Charitable Groups** – Civic Groups, Social Groups, Support Groups or any other group that does not gain profits.

**Commercial Rental** – Any organization that is for profit (i.e. Associations, Corporations, Partnerships, etc. ...)

### **I. INDIVIDUALS**

- A. General Liability Limit \$100,000  
Evidence that the individual has personal liability insurance in force is required to use any City of North Wildwood property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

### **II. NON-PROFIT/CHARITABLE GROUPS**

- A. General Liability Limit \$300,000  
B. City of North Wildwood, N.J. named as "**Additional Insured**" with Endorsement page(s)  
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.

### **III. COMMERCIAL (FOR PROFIT) GROUPS**

- A. Commercial General Liability Limit \$1,000,000  
Combine Single Limit of Liability for Bodily Injury and Property Damage.  
B. City of North Wildwood, N.J. named as "**Additional Insured**" with Endorsement page(s)  
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.



## HOLD HARMLESS

NAME OF ORGANIZATION/USER

NORTH Wildwood VFW Post 5941

will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **City of North Wildwood**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **City of North Wildwood**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **User's** use of the named Facilities / Equipment, including all suits or actions of every kind or description brought against the **City of North Wildwood**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES) / EQUIPMENT**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

The above **USER** shall inspect the described **FACILITY (IES) / EQUIPMENT** prior to the use of the **FACILITY (IES) / EQUIPMENT** and report any defective, hazardous or dangerous conditions found at the **FACILITY (IES) / EQUIPMENT** to An Appointed Recreation Supervisor and/or Public Works Supervisor at (609) 522-2955 or (609) 522-4646, and **USER** shall immediately cease the use of the **FACILITY (IES) / EQUIPMENT** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES) / EQUIPMENT**, **USER** shall immediately report to the **City of North Wildwood** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES) / EQUIPMENT**.

### INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User's** use of the **FACILITY(IES) / EQUIPMENT**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

Where indicated, the **USER** shall be required to name the **City of North Wildwood** as an "Additional Insured" on the **User's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement or Special Event Application, **USER** shall provide the **City of North Wildwood** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **City of North Wildwood** has been designated as an "Additional Insured" where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **City of North Wildwood** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **City of North Wildwood** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **City of North Wildwood** on  
this 15 day of FEB, 20 27

Joseph A. Orlando

USER (SIGNATURE)

JOSEPH A ORLANDO

USER (PRINT NAME)

[Signature]

CITY REPRESENTATIVE

Steve DeHoy

CITY REPRESENTATIVE (PRINT)

## PUBLIC WORKS

- 1) Are NW trash/recycling receptacles and removal requested:  
Is the event organization ordering the Dumpsters:

YES  
YES

NO  
NO

Number Requested: Trash-\_\_\_\_\_ Recycling can/bottles-\_\_\_\_\_ Dumpsters-\_\_\_\_\_

### VENDOR COORDINATOR PLEASE ATTACH A RECLYING/TRASH PLAN

- All trash from set-up to clean-up must be removed and placed in the dumpsters provided. No stockpiling of trash behind space.
- Walkways behind vendors must be kept clear of all obstructions at all times.
- In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tar paper.
- Water is available at the sink location. All grey water must be contained and disposed of in containers at the sink location. No dumping of any water in the event area is allowed.
- Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water, and grease disposal.
- Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

**Improper disposal of any material (including grey water, trash, garbage, and recyclables) – will be subject to legal action for violations under Ordinance #374-19.5.**

The information above needs to be distributed by the Event Organizer to all vendors prior to and during the event on their own stationary.

Name of person responsible for distributing information to vendors: \_\_\_\_\_

- 2) Do you request the use of any portable equipment from Public Works:  
(Please write an amount next to each requested item)

YES

NO

Traffic Cones-\_\_\_\_\_ Fencing-\_\_\_\_\_ Street Barrels-\_\_\_\_\_ Eating Tables-\_\_\_\_\_

Additional Equipment Requested \_\_\_\_\_

- 3) Restrooms/Port-a-Pots: Will your event direct people to public restrooms-  
Will your event use portable toilets/trailers-  
Is the event organizer ordering toilets/trailers-  
If yes, how many will be used: \_\_\_\_\_  
Name of company: \_\_\_\_\_  
Contact Person/Cell: \_\_\_\_\_

YES

NO

YES

NO

YES

NO

**Note: One toilet for every 500 people is requested for events lasting over 2 hours – an appropriate number of these toilets should be handicapped accessible.**

- 4) Will your event have any temporary structures, fences, or fixtures:

YES

NO

**Anchors, pins, spikes or other materials are strictly prohibited in asphalt, boardwalk, and/or concrete to secure objects.**

If so, please describe in detail: \_\_\_\_\_

Event Organizer is required to contact the Construction office for permits. 609 522 2030 ext. 1560

The City of North Wildwood will not allow any markings and/or painting of the streets, sidewalks, boardwalks, and parking lots, except those made by approved marking devices. Call the Dept. of Public Works to arrange for an appointment with the Director of Public Works prior to the event to submit marking devices for approval. If unapproved marking devices are used, the event/organization will be charged with the cost of removing and restoring to prior to event status. In addition, this department will likely not approve this organization's future events.

Respectfully,

Doug Nordberg, Director of Public Works

## RECREATION & TOURISM DEPARTMENT

1) Do you anticipate the need for Rec/Tour Dept. staff to support your event: YES NO

If yes, how many- \_\_\_\_\_

Purpose: SET UP

2) Will you require the use of Recreation Dept. Facilities (Rec Center/Parks): YES NO

If yes, please describe in detail (include dates/times)- \_\_\_\_\_

3) Will you require the use of Recreation Dept. portable equipment: YES NO

(Please write an amount next to each requested item)

Bleachers- \_\_\_\_\_ Coolers- \_\_\_\_\_ Chairs (folding)- 75 Tables- \_\_\_\_\_ Chairs (ceremony)- \_\_\_\_\_

Sound System 2 or 4 speakers) w/ microphone- X Podium- X Tents- \_\_\_\_\_ Signs- \_\_\_\_\_  
circle one

Additional Equipment- \_\_\_\_\_

	1 <sup>ST</sup> DAY	2 <sup>ND</sup> DAY	3 <sup>RD</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	<u>FRIDAY</u>		
Date (MM/DD/YY)	<u>11-11-2022</u>		
Equipment Requested	<u>CHAIRS</u> <u>SOUND</u> <u>PODIUM</u>		
Set-Up (00:00 AM/PM)	<u>0915 AM</u>		
Break-Down (00:00 AM/PM)	<u>11 AM</u>		
Location:	<u>VETERANS</u> <u>MONUMENT</u>		

4) Does the publicity plan for this event include any of the below: YES NO

☐ Posters ☐ Website ☐ Social Media ☐ Radio ☐ TV ☒ Newspaper/Publication ☐ Other

5) List any planned Print/Radio/TV Advertising: PRESS OF AC, Herald, Brightside

Include copies of any direct mail/invitations/email/internet/posters/press releases/media kit being sent out

## BUILDINGS, GROUNDS & PARKS DEPARTMENT

---

1) Will any object, such as tent posts or signs be driven into the ground: YES ☐ NO ☒  
(If yes, please consult with B.G. & P. Dept. to avoid damaging the irrigation system)

2) Will the event require the closure of any park / City area to the general public: YES ☐ NO ☒

If yes, please describe in detail: \_\_\_\_\_

3) Will the boardwalk be used to secure any items (tents, signs or any other type of structure): YES ☐ NO ☒

If yes, please describe in detail: \_\_\_\_\_

4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.): YES ☐ NO ☐  
(Vehicles are restricted to the Tram Path only)

If yes, please describe in detail: \_\_\_\_\_

5) Will your event have any electrical needs: YES ☐ NO ☒  
(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)

Will you have any sound / lighting equipment: YES ☐ NO ☒

Will you be using a lighting or sound contractor: YES ☐ NO ☒

Contractor Information: \_\_\_\_\_

6) Overhead banners, banner flags and/or signs installed on City property

(Please request a banner specifications sheet with your application. All banners need City approval before being created and displayed.  
Organizer is responsible to collect banners following the event)

- a) Overhead Banners should be professionally made and measure 40 feet in length by 3 feet in width
- b) To get maximum display use; heavy duty grommets should be 16 inches apart and wind flaps cut and stitched in banner, should be constructed to last 2-4 weeks of display in the wind
- c) Banner Flags (10 poles) should be 5 feet in length by 30 inches wide (display should be 53" long)
- d) Welcome Area Billboard is 8 feet in length by 12 feet in width

7) Describe banners/signs in detail with proper wording (please attach a photo/layout): \_\_\_\_\_

8) Electrical service fees shall be paid by the vendor:

(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)

- A) \$35 per event for ONE twenty-amp      \$50 per event for ONE thirty-amp  
\$75 per event for ONE fifty-amp

B) Extra circuits will be provided only if there is a surplus of circuits after all vendors who have paid for electrical service have been provided with electrical service and thereafter will be provided on a first-requested and paid/first-provided basis.

C) Any service calls to a vendor that is necessitated by an overloaded circuit will result in the vendor being assessed an additional \$70 fee, which sum is payable in the advance of the restoration of electrical service to the vendor.

## NORTH WILDWOOD BEACH PATROL

1) What location(s) of the beach/ocean will be used and for what purpose: NONE

2) Do you anticipate the need for NWBP staff to support your event: YES NO

If yes, how many- \_\_\_\_\_ Purpose: \_\_\_\_\_

3) Will you require the use of NWBP Facilities, Vehicles, or Equipment: YES NO  
(If yes, please describe in detail; include dates and times)

	1 <sup>st</sup> DAY	2 <sup>nd</sup> DAY	3 <sup>rd</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)			
Date (MM/DD/YY)			
Equipment Requested			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

## CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: 0 Number of Food Vendor Spaces: 0

(Final Vendor list must be turned in 1 week prior to event date)

(Organizer is responsible for obtaining vendor permits from Clerk's office & distributing vendor permits to vendors before inspection)

Vendor Fees	1 Day	2 Day	3 Day
First Year Fee	\$ 10.00	\$ 20.00	\$ 40.00
Second Year Fee	\$ 20.00	\$ 40.00	\$ 80.00
Third & Fourth Year Fee	\$ 50.00	\$ 100.00	\$ 150.00
Fifth & Plus Year Fee	\$ 75.00	\$ 150.00	\$ 200.00

2) Will your event require bulk special event parking passes: YES NO  
**FOR 3-DAY OR MORE EVENTS ONLY**

3) If yes, how many: \_\_\_\_\_ List dates for passes: \_\_\_\_\_

**\*Minimum 250 for out of season events and 500 for in season events; \$5 per day/per vehicle**

(Must be paid for 30 days prior to date of event) (In season is Memorial Day to Labor Day of each calendar year)

## POLICE DEPARTMENT

- 1) Contact information of person in charge of event: JOSEPH A. ORLANDO
- 2) Contact information of person on-site of event: (H) 609-729-5832 @ 609-602-4230
- 3) Street or sidewalk closure(s): YES NO NORTH OF MONUMENT  
Plan approved: YES NO
- 4) Barricade request (fencing/barrels/cones) YES NO  
Plan submitted: YES NO  
Plan approved: YES NO
- 5) Responsible party for barricade set-up (Federal Fencing-Atlas-Police, etc.): \_\_\_\_\_  
Contact information: \_\_\_\_\_
- 6) Signage requested "NO PARKING", Other (describe below): \_\_\_\_\_ Post Time: \_\_\_\_\_
- 7) Equipment stored overnight: YES NO  
Location: \_\_\_\_\_ Contact Info: \_\_\_\_\_
- 8) Site Plan – Detour/Traffic plan submitted: YES NO  
Police Approval: YES NO
- 9) Police requested or required for event: YES NO Start time: 0945  
(Please write amount next to request) Finish time: 1045  
Officers- \_\_\_\_\_ Traffic Posts- \_\_\_\_\_ Overnight Security- \_\_\_\_\_
- 10) Music: YES NO Start time: \_\_\_\_\_ Finish time: \_\_\_\_\_  
Location: \_\_\_\_\_
- 11) Alcohol being served at event: YES NO Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
State ABC Approval: YES NO  
City Approval: YES NO
- 12) Staging Area: YES NO  
Plan Submitted: YES NO  
Plan Approved: YES NO
- 13) First-Aid/EMS on site: YES NO
- 14) Large Events: Command Post being utilized: YES NO  
Location of Command Post: \_\_\_\_\_ Phone #: \_\_\_\_\_

List of Department representatives and contact numbers:  
(Please put on a separate sheet)

## FIRE & EMS DEPARTMENT

---

1) Do you anticipate the need for Fire / EMS staff / equipment to support your event: YES NO  
*Fire Chief will determine the amount of staff and/or equipment needed for your request. attendance - 100 +*

3) Purpose: SUPPORT SERVICE  
LADDER TRUCK w/ FLAG IF POSSIBLE

4) Will you require the use of Fire Dept. Facilities or portable equipment: YES NO

5) If yes, please describe in detail, including dates and times: \_\_\_\_\_  
\_\_\_\_\_

## CONSTRUCTION, FIRE & HOUSING DEPARTMENT

---

1) Will there be a bonfire, open flame, lighting, cooking, extinguishing, or burning of any material: YES NO

2) If yes, please describe in detail: \_\_\_\_\_  
\_\_\_\_\_

3) Will there be any tents used larger than 900 square feet and more than 30 feet in any direction: YES NO

4) If yes, please describe in detail: \_\_\_\_\_  
\_\_\_\_\_

5) Permit #: \_\_\_\_\_ (Will be issued after Mayor & Council Approval)

**\*\*The number of bonfire permits are limited and based on the availability of fire personnel\*\***

a) Application for a permit required by this code shall be made to the fire official in such form and detail as the fire official shall prescribe. Applications for permits shall be accompanied by plans or drawings as required by the fire official for evaluation of the application.

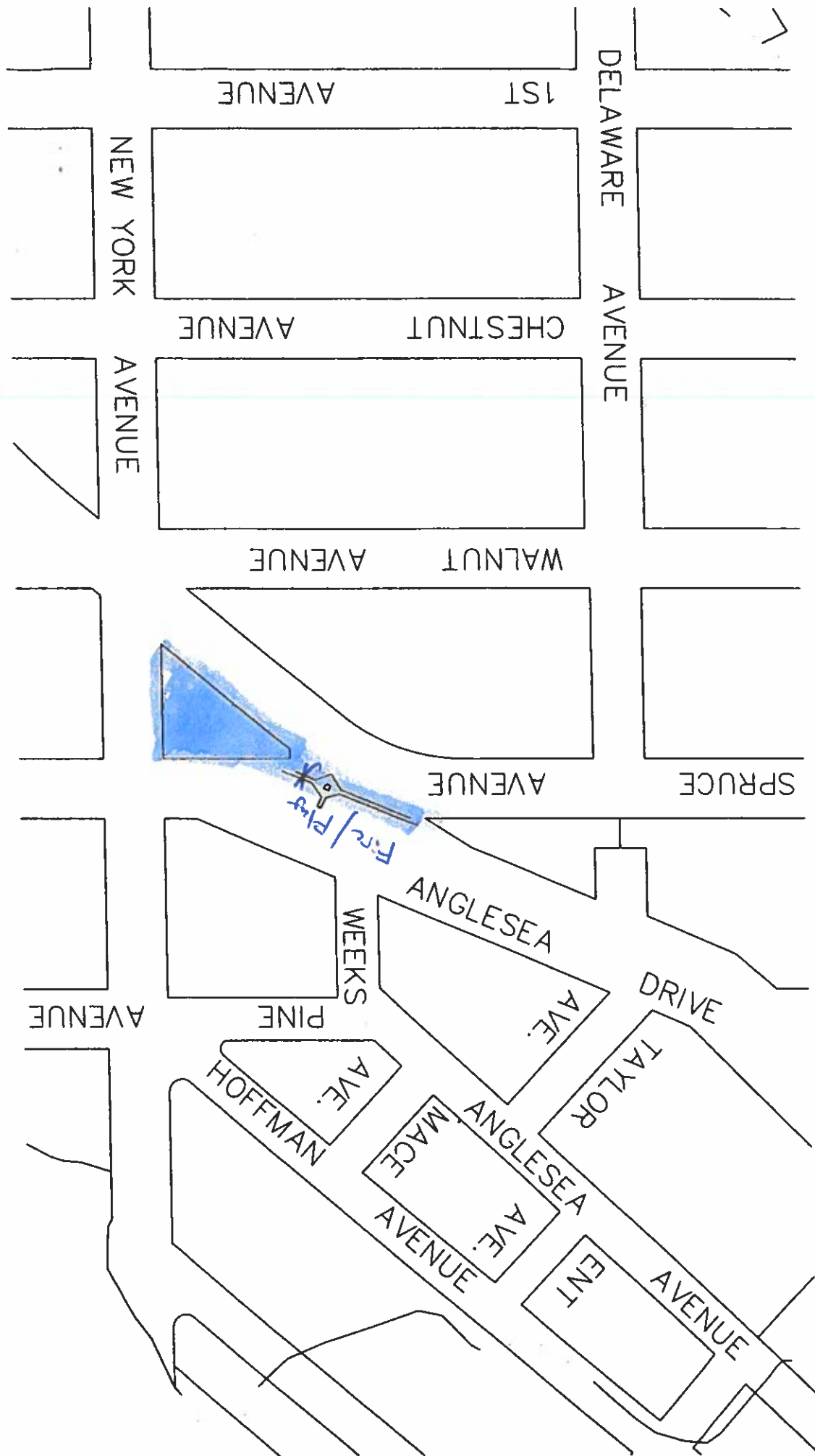
b) Type 1 Permit: PERMIT FEE - \$54.00 (non-refundable)

1) The use of any open flame or flame-producing device, in connection with any public gathering for purpose of entertainment, amusement, or recreation.

2) The erection, operation or maintenance of any tent or canopy that is greater than 900 square feet and more than 30 feet in any direction.

~~Veterans~~

~~Day~~ Service - St. John



V.F.W.

K - Mic & podium



**VETERANS' DAY SERVICE – NOVEMBER 11 – 10AM**

**WELCOME TO OUR VETERANS DAY SERVICE AND THANK YOU FOR ATTENDING.**

**TODAY WE HONOR OUR LIVING VETERANS AND REMEMBER OUR FALEN**

**WE WILL START OUR SERVICE BY SALUTING THE FLAG OF THE U.S.A. (COLOR GUARD CAPTAIN ORDER HAND SALUTE)**

**COMRADE CHAPLIN YOU WILL NOW LED US IN PRAYER**

**COMRADE COLOR GUARD CAPTAIN PLEASE LED US IN THE PLEDGE OF ALLEGIANCE.**

**THE STAR SPANGLED BANNER SUNG BY DOLLY MCGEE.**

**TODAY WE HONOR OUR LIVING VETERANS , WE WILL NOT BE LOWERING OUR FLAG OR HAVE THE PLAYING OF TAPS, BUT LET US HAVE A MOMENT OF SILIENCE AND A SILIENT PRAYER FOR OUR DEPARTED COMRADES.**

**(COMRADES UNCOVER)**

**COMRADE CHAPLIN, PLEASE PLCE OUR WREATH OF HONOR IN MEMORY OF OUR DEPARTED COMRADES.**

**WE ACKNOWLEDGE OUR HONORED GUESTS .**

**WORDS FROM GUESTS.**

**WORDS FROM COMMANDER.**

**DOLLY MCGEE WILL NOW LEAD US IN SINGING "GOD BLESS AMERICA "**

**COMRADE CHAPLIN, OUR CLOSING PRAYER.**

**COMRADE COLOR GUARD CAPTAIN, ORDER HAND SALUTE .**

**THANK YOU FOR ATTENDING OUR VETERANS DAY SERVICE, MAY GOD BLESS AMERICA AND ALL WHO SUPPORT HER.**

## PERMIT / APPROVAL / AUTHORIZATION

Event Name: VFW Veterans Day Service

Date(s) of Event: Fri 11-11-22

Mayor & Council: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Tourism: \_\_\_\_\_

Date: \_\_\_\_\_

Application Fee waived: ☒ YES ☐ NO

Service Fees waived: ☒ YES ☐ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

### Office use only:

Final Date of Approval: \_\_\_\_\_ Projected Total Costs for this event: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Permit Cost: \_\_\_\_\_ Total City Departmental Projected Costs: \_\_\_\_\_

## FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Pre-event Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EVENT CHECKLIST

- ☐ N/A Application Fee Paid
- ☒ JIF 9-27-21 Certificate of Insurance listing N.W. as Additionally Insured
- ☒ JIF 9-27-21 Additional Insured Endorsement Page(s) attached
- ☒ SM 9-27-21 Hold Harmless completed & signed
- ☒ SM 9-27-21 Detailed Site Plan defining the logistics of the event
- ☐ N/A Vendor list submitted to Clerk's Office
- ☒ SM 9-27-21 Copy of extra materials such as schedule, agenda, flyers, timeline, etc.
- ☐ N/A Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit)
- ☐ N/A Special Event Parking Passes Paid
- ☐ \_\_\_\_\_ Miscellaneous
- ☐ \_\_\_\_\_ Ready to be placed on the DMS

# TREASURER DEPARTMENT

## BILLING

VFW Veterans Day Service  
Name of Event

Fri 11-11-22  
Date of Event

Application Fee	\$ <u>0.00 LEM</u>	Non-Profit \$25.00	For-Profit \$50.00
Police Dept.	\$ _____		
Fire Dept.	\$ _____		
Public Works Dept.	\$ _____		
Buildings, Grounds, Electric-Parks	\$ _____		
Clerk's Office	\$ _____		
Construction, Fire & Housing	\$ _____		
Beach Patrol	\$ _____		
Recreation & Tourism Dept.	\$ _____		
Stage Rental	\$ _____		
Special Event Parking Passes	\$ _____		
Miscellaneous Costs	\$ _____		
TOTAL	\$ _____		



## City of North Wildwood Special Event Application Form

Name of Event: Trunk or Treat Halloween Block Party

Date of Event: 10/29/22 Date of Application: 9/13/22

Type of Event (check one)

- ☐ Parade / Procession    ☐ Festival ☐ 1Day ☐ multi-day    ☒ Block Party    ☐ Bonfire
- ☐ Craft Show ☐ 1Day ☐ multi-day    ☐ Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race
- ☐ Ceremony / Celebration / Demonstration    ☐ Polar Plunge / Water Event    ☐ Car Show
- ☐ Film / Photography    ☐ Stage Request Only    ☐ Other: \_\_\_\_\_

The City of North Wildwood requires all organizations, corporations, and/or individuals planning to stage an event file an official application with the Recreation & Tourism Department. **This application must be fully completed, signed, and forwarded to the Recreation & Tourism Department 90 days in advance of the event date unless waived by the Mayor and/or governing body.**

(City Code 382-23) A "special event" is an event sponsored by an organization who desires to use portion of the public streets or other public property, or avail itself of public facilities. Such event must be sponsored by a corporation (nonprofit or for profit), authorized to do business in the State of New Jersey, a nonprofit civic association, a charitable association, a religious association or any other association of persons. Special events shall include, by way of example and not by way of limitation, such events as parades, festivals, craft fairs, art shows, athletic contests, running races, bicycle races, fund raising events and similar events of which may include entertainment.

(City Code 382-24) There shall be an application fee charged to each organization, excluding municipal operations, operating a special event in the sum of **\$25.00 for non-profit and \$50.00 for for-profit** entities.

All applications will have a 30-day review. Some may require a 14 day and 7 day review prior to their event.

### SECTION 1 – ORGANIZATION INFORMATION

1) Name of Organization: NW Rec. Dept.

2) Address of Organization: 900 Central Ave. N.W.

3) Purpose of Organization: \_\_\_\_\_

4) How many members are in your organization: \_\_\_\_\_

5) Is your organization tax exempt: (please circle) YES NO Is this a non-profit event YES NO

6) NJ Registered Charitable Organization#: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

## SECTION 1 – ORGANIZATION INFORMATION CONT

### 1) Organizer Contact Information:

Name of Event Chairperson / Organizer <b>Rick Haas</b>	
Title	Cell Phone <b>609-522-2955 Rec. office</b>
Address / City / State / Zip	
Email <b>rhaas@northwildwood.com</b>	

Name of Event Chairperson / Organizer <b>Liz Golden</b>	
Title	Cell Phone
Address / City / State / Zip	
Email <b>Lgolden@northwildwood.com</b>	

## SECTION 2 – APPLICATION AUTHORIZATION

I, **Liz Golden**, the undersigned state that I am the duly  
Name of Applicant

authorized representative of the **NW Rec. Dept.**  
Name of Organization

in addition, 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 when so granted.

**Liz Golden**  
Applicant Signature

**9/13/22**  
Date

### SECTION 3 – EVENT INFORMATION

- 1) Official Name of Event: Halloween Trunk or Treat Block Party
- 2) Location of Event (please list city venue requirements by day/date): Olde NJ Ave.  
blw 2nd & Spruce Aves.
- 3) Describe Event Activities: celebrate Halloween in a fun/safe environment

4) Will the event be held for the sole purpose of advertising any product, goods, or event: YES ☒ NO

5) If yes, describe in detail: \_\_\_\_\_

6) Will alcohol be served or sold by event organizers or others: YES ☒ NO

A) Do you have a ABC/Social Affairs Permit: YES NO

B) Are you requesting approval for open display of alcohol: YES NO

C) Designated Hours for open display of alcohol: \_\_\_\_\_

D) Designated Location of open display of alcohol: \_\_\_\_\_

E) Other Conditions: \_\_\_\_\_

**If alcohol is being sold at the event, the organizer is responsible to identify patrons of legal age to consume alcohol and provide the patron with a wristband after identification was properly checked.**

8) Rain Date or Delayed Starting Time: \_\_\_\_\_

9) Schedule Details: (Include a copy of program schedule/timeline/description of events)

	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day
Day of the Week (SU,M,TU,W,TH,F,SA)	SA			
Date (MM/DD/YY)	10/29/22			
Set-Up (00:00AM/PM)	4pm			
Event Starts (00:00 AM/PM)	4:30pm			
Event Ends (00:00 AM/PM)	7pm			
Clean-Up (00:00 AM/PM)	7:30pm			

### SECTION 3 – EVENT INFORMATION CONTINUE

---

10) 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

11) Describe how you plan to provide security for the event: N/A

a) Private Security Company (name/address/contact person/phone): \_\_\_\_\_

12) If an event management company is contracted to handle the event, please provide the following information:

Company Name: N/A

Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Portion/s of event that the company is responsible for: \_\_\_\_\_

### **ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN**

Site plan should include port-a-pots, vendors, stage(s), electrical hook-ups, road closings, etc.

### SECTION 4 – INSURANCE REQUIREMENTS

---

1) Name of Insurance Company: JIF

Policy Number: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_

Events are required to provide the City of North Wildwood with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of North Wildwood as an “Additionally Insured.”

**A copy of the Additional Insured Endorsement page(s) must be provided with the certificate.**



## STAGE / REVIEWING STAND REQUEST

Stage Costs: ☐ Stage 20' x 24' ☐ Stage 24' x 24' ☐ Stage 24' x 24' with Banner Frame

A) Street Use - \$750.00 (*Street Venues*) Beach Use - \$1,000.00 (*Beach Venues*)

Reviewing Stand Costs: ☒ Reviewing Stand 8' x 14'

B) Street Use - \$250.00 (*Street Venues*) Beach Use - \$500.00 (*Beach Venues*)

C) Lights-Electricians: There is an additional \$250 for electrical set-up

D) Call In: additional \$250 charge, if workers need to be called in to break down stage and/or secure in place due to bad weather, heavy rain, winds more than 30mph, etc.

E) Special Set-up: additional \$250 charge, if workers need to come back and set-up outside of normal working hours for the Department of Public Works.

F) Banners for banner frame must be supplied to DPW 48 hours prior to event. Organizer is responsible to collect banners following stage dismantle. Describe banners/signs in detail (*please attach a photo or layout*):

G) Foul Weather, Heavy Rain, High Wind (*Over 30 MPH*)

This person is the sole event manager to cancel or postpone stage usage with consultation from the Director of Public Works or designee.

Coordinator: \_\_\_\_\_ Cell #: \_\_\_\_\_

**SITE PLAN SHOULD INCLUDE LOCATION, STAGE DIRECTION, ETC.**

	1 <sup>ST</sup> DAY	2 <sup>ND</sup> DAY	3 <sup>RD</sup> DAY	4 <sup>TH</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	SA			
Date (MM/DD/YY)	10/29/22			
Delivery/Removal (00:00AM/PM)	11am			
Set-Up (00:00AM/PM)	11am			
Event Starts (00:00 AM/PM)	4:30pm			
Event Ends (00:00 AM/PM)	7pm			
Break-Down (00:00 AM/PM)	7:30pm			

## FESTIVAL 1 DAY OR MULTIPLE DAYS

1) Location (list any street closing): Please see site plan

2) Number of Non-Food Vendor Spaces: 0 Number of Food Vendor Spaces: 0

3) List of Vendors and Contact Numbers—fully updated list must be turned in one week prior to event.

(NOTE: All vendor applications, fire permits and fees should be collected by the event organizer and distributed to appropriate department(s) at one time.

Food Vendors must meet the requirements of the Cape May County Board of Health)

4) Location of Stages / Performance Areas (site plan): between 1st & Chestnut Aves.

5) Type of Entertainment / Music: Halloween themed

\*Attach

a program schedule—may submit draft version—final version must be turned in 1 week prior to event

6) Are Vendor fees charged: YES ☒ NO Amount: \$ \_\_\_\_\_

7) Purpose of the fees and beneficiary: \_\_\_\_\_

8) Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, etc.):

magician

9) These items are **PROHIBITED** in the Festival Area:

- Any Glass Bottles and Glass Containers served at festival sites
- Any type of Back Packs
- Any type of Coolers

## PUBLIC WORKS

1) Are NW trash/recycling receptacles and removal requested:

YES

NO

Is the event organization ordering the Dumpsters:

YES

NO

Number Requested: Trash- 5 Recycling can/bottles- 4

Dumpsters- 0

### VENDOR COORDINATOR PLEASE ATTACH A RECLYING/TRASH PLAN

- All trash from set-up to clean-up must be removed and placed in the dumpsters provided. No stockpiling of trash behind space.
- Walkways behind vendors must be kept clear of all obstructions at all times.
- In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tar paper.
- Water is available at the sink location. All grey water must be contained and disposed of in containers at the sink location. No dumping of any water in the event area is allowed.
- Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water, and grease disposal.
- Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

**Improper disposal of any material (including grey water, trash, garbage, and recyclables) – will be subject to legal action for violations under Ordinance #374-19.5.**

The information above needs to be distributed by the Event Organizer to all vendors prior to and during the event on their own stationary.

Name of person responsible for distributing information to vendors: \_\_\_\_\_

2) Do you request the use of any portable equipment from Public Works:

YES

NO

(Please write an amount next to each requested item)

Traffic Cones- \_\_\_\_\_ Fencing- \_\_\_\_\_ Street Barrels- \_\_\_\_\_ Eating Tables- \_\_\_\_\_

Additional Equipment Requested Barricades for street closings

3) Restrooms/Port-a-Pots: Will your event direct people to public restrooms-

YES

NO

Will your event use portable toilets/trailers-

YES

NO

Is the event organizer ordering toilets/trailers-

YES

NO

If yes, how many will be used: \_\_\_\_\_

Name of company: \_\_\_\_\_

Contact Person/Cell: \_\_\_\_\_

**Note: One toilet for every 500 people is requested for events lasting over 2 hours – an appropriate number of these toilets should be handicapped accessible.**

4) Will your event have any temporary structures, fences, or fixtures:

YES

NO

Anchors, pins, spikes or other materials are strictly prohibited in asphalt, boardwalk, and/or concrete to secure objects.

If so, please describe in detail: \_\_\_\_\_

Event Organizer is required to contact the Construction office for permits. 609 522 2030 ext. 1560

The City of North Wildwood will not allow any markings and/or painting of the streets, sidewalks, boardwalks, and parking lots, except those made by approved marking devices. Call the Dept. of Public Works to arrange for an appointment with the Director of Public Works prior to the event to submit marking devices for approval. If unapproved marking devices are used, the event/organization will be charged with the cost of removing and restoring to prior to event status. In addition, this department will likely not approve this organization's future events.

Respectfully,

Doug Nordberg, Director of Public Works

## RECREATION & TOURISM DEPARTMENT

1) Do you anticipate the need for Rec/Tour Dept. staff to support your event: YES NO

If yes, how many- 26-10

Purpose: event operation

2) Will you require the use of Recreation Dept. Facilities (Rec Center/Parks): YES NO

If yes, please describe in detail (include dates/times)- \_\_\_\_\_

3) Will you require the use of Recreation Dept. portable equipment: YES NO

(Please write an amount next to each requested item)

Bleachers- \_\_\_\_\_ Coolers- \_\_\_\_\_ Chairs (folding)- 2 Tables- 2 Chairs (ceremony)- \_\_\_\_\_

Sound System (2 or 4 speakers) w/ microphone- ✓ Podium- \_\_\_\_\_ Tents- ✓ Signs- ✓  
circle one

Additional Equipment- \_\_\_\_\_

	1 <sup>ST</sup> DAY	2 <sup>ND</sup> DAY	3 <sup>RD</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	<u>SA</u>		
Date (MM/DD/YY)	<u>10/29/22</u>		
Equipment Requested			
Set-Up (00:00 AM/PM)	<u>4pm</u>		
Break-Down (00:00 AM/PM)	<u>7pm</u>		
Location:	<u>Olde NJ Olde</u>		

4) Does the publicity plan for this event include any of the below: YES NO

☒ Posters ☒ Website ☒ Social Media ☐ Radio ☐ TV ☒ Newspaper/Publication ☐ Other

5) List any planned Print/Radio/TV Advertising: \_\_\_\_\_

Include copies of any direct mail/invitations/email/internet/posters/press releases/media kit being sent out

## BUILDINGS, GROUNDS & PARKS DEPARTMENT

1) Will any object, such as tent posts or signs be driven into the ground: YES NO  
(If yes, please consult with B.G. & P. Dept. to avoid damaging the irrigation system)

2) Will the event require the closure of any park / City area to the general public: YES NO

If yes, please describe in detail: \_\_\_\_\_

3) Will the boardwalk be used to secure any items (tents, signs or any other type of structure): YES NO

If yes, please describe in detail: \_\_\_\_\_

4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.): YES NO  
(Vehicles are restricted to the Tram Path only)

If yes, please describe in detail: \_\_\_\_\_

5) Will your event have any electrical needs: YES NO  
(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)

Will you have any sound / lighting equipment: YES NO

Will you be using a lighting or sound contractor: YES NO

Contractor Information: \_\_\_\_\_

6) Overhead banners, banner flags and/or signs installed on City property

(Please request a banner specifications sheet with your application. All banners need City approval before being created and displayed. Organizer is responsible to collect banners following the event)

- a) Overhead Banners should be professionally made and measure 40 feet in length by 3 feet in width
- b) To get maximum display use; heavy duty grommets should be 16 inches apart and wind flaps cut and stitched in banner, should be constructed to last 2-4 weeks of display in the wind
- c) Banner Flags (10 poles) should be 5 feet in length by 30 inches wide (display should be 53" long)
- d) Welcome Area Billboard is 8 feet in length by 12 feet in width

7) Describe banners/signs in detail with proper wording (please attach a photo/layout): \_\_\_\_\_

8) Electrical service fees shall be paid by the vendor:

(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)

- A) \$35 per event for ONE twenty-amp      \$50 per event for ONE thirty-amp
- \$75 per event for ONE fifty-amp

B) Extra circuits will be provided only if there is a surplus of circuits after all vendors who have paid for electrical service have been provided with electrical service and thereafter will be provided on a first-requested and paid/first-provided basis.

C) Any service calls to a vendor that is necessitated by an overloaded circuit will result in the vendor being assessed an additional \$70 fee, which sum is payable in the advance of the restoration of electrical service to the vendor.

## NORTH WILDWOOD BEACH PATROL

1) What location(s) of the beach/ocean will be used and for what purpose: N/A

2) Do you anticipate the need for NWBP staff to support your event: YES NO

If yes, how many- \_\_\_\_\_ Purpose: \_\_\_\_\_

3) Will you require the use of NWBP Facilities, Vehicles, or Equipment: YES NO  
(If yes, please describe in detail; include dates and times)

	1 <sup>st</sup> DAY	2 <sup>nd</sup> DAY	3 <sup>rd</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)			
Date (MM/DD/YY)			
Equipment Requested			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

## CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: 0 Number of Food Vendor Spaces: 0  
(Final Vendor list must be turned in 1 week prior to event date)

(Organizer is responsible for obtaining vendor permits from Clerk's office & distributing vendor permits to vendors before inspection)

Vendor Fees	1 Day	2 Day	3 Day
First Year Fee	\$ 10.00	\$ 20.00	\$ 40.00
Second Year Fee	\$ 20.00	\$ 40.00	\$ 80.00
Third & Fourth Year Fee	\$ 50.00	\$ 100.00	\$ 150.00
Fifth & Plus Year Fee	\$ 75.00	\$ 150.00	\$ 200.00

2) Will your event require bulk special event parking passes: YES NO

**FOR 3-DAY OR MORE EVENTS ONLY**

3) If yes, how many: \_\_\_\_\_ List dates for passes: \_\_\_\_\_

**\*Minimum 250 for out of season events and 500 for in season events; \$5 per day/per vehicle**  
(Must be paid for 30 days prior to date of event) (In season is Memorial Day to Labor Day of each calendar year)



## POLICE DEPARTMENT

1) Contact information of person in charge of event: Rick Haas

2) Contact information of person on-site of event: "

3) Street or sidewalk closure(s): ☒ YES ☐ NO

Plan approved: YES NO

4) Barricade request (fencing/barrels/cones) ☒ YES ☐ NO

Plan submitted: YES NO

Plan approved: YES NO

5) Responsible party for barricade set-up (Federal Fencing-Atlas-Police, etc.): Police dept. & Rec. dept.

Contact information: \_\_\_\_\_

6) Signage requested "NO PARKING", Other (describe below): Noparking Sat. 10/29/22 2pm-8pm Post Time: 10/28/22

7) Equipment stored overnight: YES ☒ NO

Location: \_\_\_\_\_ Contact Info: \_\_\_\_\_

8) Site Plan - Detour/Traffic plan submitted: ☒ YES ☐ NO

Police Approval: YES NO

9) Police requested or required for event: YES ☒ NO Start time: \_\_\_\_\_

(Please write amount next to request) Finish time: \_\_\_\_\_

Officers- \_\_\_\_\_ Traffic Posts- \_\_\_\_\_ Overnight Security- \_\_\_\_\_

10) Music: ☒ YES ☐ NO Start time: 4:30pm Finish time: 7pm

Location: Older NJ Ave

11) Alcohol being served at event: YES ☒ NO Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

State ABC Approval: YES NO

City Approval: YES NO

12) Staging Area: YES NO

Plan Submitted: YES NO

Plan Approved: YES NO

13) First-Aid/EMS on site: YES ☒ NO

14) Large Events: Command Post being utilized: YES ☒ NO

Location of Command Post: \_\_\_\_\_ Phone #: \_\_\_\_\_

List of Department representatives and contact numbers:

(Please put on a separate sheet)

## FIRE & EMS DEPARTMENT

---

1) Do you anticipate the need for Fire / EMS staff / equipment to support your event: YES NO  
*Fire Chief will determine the amount of staff and/or equipment needed for your request. attendance - \_\_\_\_\_*

3) Purpose: \_\_\_\_\_  
\_\_\_\_\_

4) Will you require the use of Fire Dept. Facilities or portable equipment: YES NO

5) If yes, please describe in detail, including dates and times: \_\_\_\_\_  
\_\_\_\_\_

---

## CONSTRUCTION, FIRE & HOUSING DEPARTMENT

---

1) Will there be a bonfire, open flame, lighting, cooking, extinguishing, or burning of any material: YES NO

2) If yes, please describe in detail: \_\_\_\_\_  
\_\_\_\_\_

3) Will there be any tents used larger than 900 square feet and more than 30 feet in any direction: YES NO

4) If yes, please describe in detail: \_\_\_\_\_  
\_\_\_\_\_

5) Permit #: \_\_\_\_\_ (Will be issued after Mayor & Council Approval)

**\*\*The number of bonfire permits are limited and based on the availability of fire personnel\*\***

a) Application for a permit required by this code shall be made to the fire official in such form and detail as the fire official shall prescribe. Applications for permits shall be accompanied by plans or drawings as required by the fire official for evaluation of the application.

b) Type 1 Permit: PERMIT FEE - \$54.00 (non-refundable)

1) The use of any open flame or flame-producing device, in connection with any public gathering for purpose of entertainment, amusement, or recreation.

2) The erection, operation or maintenance of any tent or canopy that is greater than 900 square feet and more than 30 feet in any direction.



□ stage location    •• Barricades    ↔ Traffic Flow    — vehicles for event





North Wildwood Recreation and Tourism

# HALLOWEEN TRUNK OR TREAT

## BLOCK PARTY

*Saturday, October 29th*  
*5:30pm-7pm*

Vehicle Check-In 4:30pm at 1st & Olde New Jersey Aves.

Registration forms for automobiles can be picked up at the  
North Wildwood Recreation Center or NW City Hall.

Registration forms are due by Friday, October 28th  
Block Party will take place on Olde New Jersey Ave.

Parking available for visitors in the Municipal Lots  
at 2nd & Olde New Jersey Aves. and Spruce and Olde New Jersey Aves.

**\*\* PRIZES WILL BE AWARDED FOR BEST DECORATED VEHICLES \*\***

A fun, safe way for families to enjoy Halloween!!

Children will come in costume and visit each car where families will provide  
treats from the trunks of their cars in a block party atmosphere.

**FOR MORE INFORMATION,  
CALL 609-522-2955  
OR VISIT [NORTHWILDWOOD.COM](http://NORTHWILDWOOD.COM)**

## PERMIT / APPROVAL / AUTHORIZATION

Event Name: Trunk or Treat Halloween Block Party

Date(s) of Event: Sat 10-29-22

Mayor & Council: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Tourism: \_\_\_\_\_

Date: \_\_\_\_\_

Application Fee waived:

☒ YES

☐ NO

Service Fees waived:

☒ YES

☐ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

### Office use only:

Final Date of Approval: \_\_\_\_\_ Projected Total Costs for this event: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Permit Cost: \_\_\_\_\_ Total City Departmental Projected Costs: \_\_\_\_\_



## FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Pre-event Meeting: \_\_\_\_\_

Meeting Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EVENT CHECKLIST

- ☐ N/A Application Fee Paid
- ☒ JIF 9-27-22 Certificate of Insurance listing N.W. as Additionally Insured
- ☒ JIF 9-27-22 Additional Insured Endorsement Page(s) attached
- ☐ N/A Hold Harmless completed & signed
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- ☒ SM 9-27-22 Copy of extra materials such as schedule, agenda, flyers, timeline, etc.
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- ☐ N/A Special Event Parking Passes Paid
- ☐ \_\_\_\_\_ Miscellaneous
- ☐ \_\_\_\_\_ Ready to be placed on the DMS

# TREASURER DEPARTMENT

## BILLING

Trunk or Treat Block Party  
Name of Event

Sat 10-29-22  
Date of Event

Application Fee	\$ <u>0.00</u>	<u>Non-Profit \$25.00</u>	For-Profit \$50.00
Police Dept.	\$ _____		
Fire Dept.	\$ _____		
Public Works Dept.	\$ _____		
Buildings, Grounds, Electric-Parks	\$ _____		
Clerk's Office	\$ _____		
Construction, Fire & Housing	\$ _____		
Beach Patrol	\$ _____		
Recreation & Tourism Dept.	\$ _____		
Stage Rental	\$ _____		
Special Event Parking Passes	\$ _____		
Miscellaneous Costs	\$ _____		
TOTAL	\$ _____		



# City of North Wildwood Special Event Application Form

Name of Event: 5TH ANNUAL CREST BEST RUN FEST

Date of Event: SUNDAY, OCT. 9, 2022

Date of Application: JULY 15, 2022

Type of Event (*check one*)

- ☐ Parade / Procession      ☐ Festival ☐ 1Day ☐ multi-day      ☐ Block Party      ☐ Bonfire  
☐ Craft Show ☐ 1Day ☐ multi-day      ☒ Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race  
☐ Ceremony / Celebration / Demonstration      ☐ Polar Plunge / Water Event      ☐ Car Show  
☐ Film / Photography      ☐ Stage Request Only      ☐ Other: \_\_\_\_\_

The City of North Wildwood requires all organizations, corporations, and/or individuals planning to stage an event file an official application with the Recreation & Tourism Department. **This application must be fully completed, signed, and forwarded to the Recreation & Tourism Department 90 days in advance of the event date unless waived by the Mayor and/or governing body.**

(City Code 382-23) A "special event" is an event sponsored by an organization who desires to use portion of the public streets or other public property, or avail itself of public facilities. Such event must be sponsored by a corporation (nonprofit or for profit), authorized to do business in the State of New Jersey, a nonprofit civic association, a charitable association, a religious association or any other association of persons. Special events shall include, by way of example and not by way of limitation, such events as parades, festivals, craft fairs, art shows, athletic contests, running races, bicycle races, fund raising events and similar events of which may include entertainment.

(City Code 382-24) There shall be an application fee charged to each organization, excluding municipal operations, operating a special event in the sum of **\$25.00 for non-profit and \$50.00 for for-profit** entities.

All applications will have a 30-day review. Some may require a 14 day and 7 day review prior to their event.

## SECTION 1 – ORGANIZATION INFORMATION

- 1) Name of Organization: DelMoSports
- 2) Address of Organization: 251 Ranger Road Unit 1, Cape May NJ 08204
- 3) Purpose of Organization: Produce World-Class Events and Promote a Healthy Lifestyle
- 4) How many members are in your organization: 8
- 5) Is your organization tax exempt: (please circle) YES ☐ NO ☒ Is this a non-profit event YES ☐ NO ☒
- 6) NJ Registered Charitable Organization#: \_\_\_\_\_ Tax ID#: 45-0538576

## SECTION 1 – ORGANIZATION INFORMATION CONT

### 1) Organizer Contact Information:

Name of Event Chairperson / Organizer <b>Stephen Del Monte</b>	
Title <b>Race Director</b>	Cell Phone <b>609.374.6495</b>
Address / City / State / Zip <b>Same as above</b>	
Email <b>stephen@delmosports.com</b>	

Name of Event Chairperson / Organizer <b>Kristy Thall</b>	
Title <b>Operations Manager</b>	Cell Phone <b>609.846.6997</b>
Address / City / State / Zip <b>Same as Above</b>	
Email <b>kristy@delmosports.com</b>	


## SECTION 2 – APPLICATION AUTHORIZATION

I, Stephen Del Monte, the undersigned state that I am the duly  
Name of Applicant

authorized representative of the DelMoSports

Name of Organization

in addition, 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 when so granted.

  
Applicant Signature

7.15.22  
Date

### SECTION 3 – EVENT INFORMATION

- 1) Official Name of Event: CREST BEST RUN FEST PRESENTED BY INSPIRA HEALTH
- 2) Location of Event (please list city venue requirements by day/date): START AND FINISH CENTENNIAL PARK  
COURSE GOES ON BOARDWALK TO BIKE PATH, TURNAROUND AT 8TH ON JFK TO 13TH FOR THE RETURN
- 3) Describe Event Activities: HALF MARATHON (13.1 MILES)

4) Will the event be held for the sole purpose of advertising any product, goods, or event: YES ☐ NO ☒

5) If yes, describe in detail: \_\_\_\_\_

6) Will alcohol be served or sold by event organizers or others: YES ☐ NO ☒

A) Do you have a ABC/Social Affairs Permit: YES ☐ NO ☒

B) Are you requesting approval for open display of alcohol: YES ☐ NO ☒

C) Designated Hours for open display of alcohol: \_\_\_\_\_

D) Designated Location of open display of alcohol: \_\_\_\_\_

E) Other Conditions: \_\_\_\_\_

**If alcohol is being sold at the event, the organizer is responsible to identify patrons of legal age to consume alcohol and provide the patron with a wristband after identification was properly checked.**

8) Rain Date or Delayed Starting Time: N/A

9) Schedule Details: (Include a copy of program schedule/timeline/description of events)

	1 <sup>st</sup> Day	2 <sup>nd</sup> Day	3 <sup>rd</sup> Day	4 <sup>th</sup> Day
Day of the Week (SU,M,TU,W,TH,F,SA)	SA	SU		
Date (MM/DD/YY)	10/08/22	10/09/22		
Set-Up (00:00AM/PM)	9:00am	6:00am		
Event Starts (00:00 AM/PM)		8:00am		
Event Ends (00:00 AM/PM)		11:00am		
Clean-Up (00:00 AM/PM)		LAST RUNNER		



### SECTION 3 – EVENT INFORMATION CONTINUE

10) Will the event require site to remain in place overnight, or will the site be broken down each night (partially or completely) Explain: \_\_\_\_\_

Yes, the site will remain set up overnight

11) Describe how you plan to provide security for the event: We will hire a security company

a) Private Security Company (name/address/contact person/phone): \_\_\_\_\_

Green Mountain Concert Services - Jamie Dautrich / Phone 732.600.0836

12) If an event management company is contracted to handle the event, please provide the following information:

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

Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Portion/s of event that the company is responsible for: \_\_\_\_\_

### ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

Site plan should include port-a-pots, vendors, stage(s), electrical hook-ups, road closings, etc.

### SECTION 4 – INSURANCE REQUIREMENTS

1) Name of Insurance Company: EDGEWOOD PARTNERS INSUANCE CENTER

Policy Number: 1-TPM-IN-17-01268997

Limits of Liability: \$4,000,000

Events are required to provide the City of North Wildwood with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of North Wildwood as an **“Additionally Insured.”**

**A copy of the Additional Insured Endorsement page(s) must be provided with the certificate.**

## CERTIFICATE OF INSURANCE

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Evidence of financial responsibility from event chairperson, organization and others with whom the City of North Wildwood does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Director of Tourism and Special Events, City Administrator or City of North Wildwood Mayor and Council may refuse to grant the use of permission to execute the Special Event whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

**Individuals** – Block Parties or any other oriented parties

**Non-Profit/Charitable Groups** – Civic Groups, Social Groups, Support Groups or any other group that does not gain profits.

**Commercial Rental** – Any organization that is for profit (i.e. Associations, Corporations, Partnerships, etc. ...)

### I. INDIVIDUALS

A. General Liability Limit \$100,000

Evidence that the individual has comprehensive personal liability insurance in force is required to use any City of North Wildwood property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

### II. NON-PROFIT/CHARITABLE GROUPS

A. General Liability Limit \$1,000,000

B. City of North Wildwood, N.J. named as "**Additional Insured**" with Endorsement page(s)

C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.

### III. COMMERCIAL (FOR PROFIT) GROUPS

A. Commercial General Liability Limit \$1,000,000

Combine Single Limit of Liability for Bodily Injury and Property Damage.

B. City of North Wildwood, N.J. named as "**Additional Insured**" with Endorsement page(s)

C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the City of North Wildwood until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the City of North Wildwood. If the organization/individual contracts with a vendor, evidence of adequate insurance coverage will need to be secured from them.

## HOLD HARMLESS

**NAME OF ORGANIZATION/USER** DelMoSports / Stephen Del Monte will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **City of North Wildwood**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **City of North Wildwood**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **User's** use of the named **Facility(ies)/Equipment**, including all suits or actions of every kind or description brought against the **City of North Wildwood**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)/EQUIPMENT**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**. The above **USER** shall inspect the described **FACILITY (IES) / EQUIPMENT** prior to the use of the **FACILITY(IES)/EQUIPMENT** and report any defective, hazardous or dangerous conditions found at the **FACILITY(IES)/EQUIPMENT** to an Appointed Recreation Supervisor and/or Public Works Supervisor at (609) 522-2955 or (609) 522-4646, and **USER** shall immediately cease the use of the **FACILITY(IES)/EQUIPMENT** until such defective, hazardous or dangerous conditions are remedied. After the use of the **FACILITY(IES)/EQUIPMENT**, **USER** shall immediately report to the **City of North Wildwood** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the **FACILITY(IES) / EQUIPMENT**.

### INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User's** use of the **FACILITY(IES) / EQUIPMENT**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable. Where indicated, the **USER** shall be required to name the **City of North Wildwood** as an "Additional Insured" on the **User's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement or Special Event Application, **USER** shall provide the **City of North Wildwood** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **City of North Wildwood** has been designated as an "Additional Insured" where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **City of North Wildwood** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **City of North Wildwood** as an "Additional Insured" for the duration of this agreement. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

### COVID-19

**USER** verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance with the CDC, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs with can be reviewed at:

[https://nj.gov/infobank/eo/056murphy/approved/eo\\_archive.html](https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html)

**USER** shall be responsible for all participants or guests complying with any social distancing or masks/face covering requirements of the state or Federal government which are in effect.


Signed by an authorized representative of the **USER** and the **City of North Wildwood** on this 15th day of \_\_\_\_\_, 20 22.



USER (SIGNATURE)

Stephen Del Monte

USER (PRINT NAME)



CITY REPRESENTATIVE

Steve R. DeHay Jr.

CITY REPRESENTATIVE (PRINT)

## **WALK / RUN (1K-5K-10K) / TRIATHLON / BIKE / MARATHON / RACE**

1) Proposed Route (*include turn-by-turn directions*): \_\_\_\_\_

<https://ridewithgps.com/routes/38309812>

2) List Any Street Closings (*identify on site-plan*): Please refer to route link above

3) Entrance Fee Charged: ☒ YES NO Amount: \$~ \$99

4) Beneficiary: DelMoSports

5) Event Distance(s): Half Marathon = 13.1 Miles

6) Do participants complete a registration form: ☒ YES NO  
(*Please include a registration form with application*)

7) Number of Participants: 800 How many volunteers will staff the event: ~100

8) Starting & Ending Location (*identify on site-plan*): CENTENNIAL PARK, WILDWOOD CREST

9) Assembly & Disbanding Area (*identify on site-plan*): \_\_\_\_\_

10) Location(s) of Water Stations (*identify on site-plan*): TBD

11) Location of First Aid Tent (*identify on site-plan*): Finish Line and roving EMS

12) Explain your First Aid / Medical Plan: Supported by Presenting Sponsor Inspira Health.

13) Special Guests (*i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, Media Person*): \_\_\_\_\_

We request the presence of the Mayor and his/her council to attend, if available.

## PUBLIC WORKS

1) Are NW trash/recycling receptacles and removal requested:

Is the event organization ordering the Dumpsters:

Number Requested: Trash- \_\_\_\_\_ Recycling can/bottles- \_\_\_\_\_

☒ NO  
☒ NO

Dumpsters- \_\_\_\_\_

### VENDOR COORDINATOR PLEASE ATTACH A RECLYING/TRASH PLAN

- All trash from set-up to clean-up must be removed and placed in the dumpsters provided. No stockpiling of trash behind space.
- Walkways behind vendors must be kept clear of all obstructions at all times.
- In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tar paper.
- Water is available at the sink location. All grey water must be contained and disposed of in containers at the sink location. No dumping of any water in the event area is allowed.
- Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water, and grease disposal.
- Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

**Improper disposal of any material (including grey water, trash, garbage, and recyclables) – will be subject to legal action for violations under Ordinance #374-19.5.**

The information above needs to be distributed by the Event Organizer to all vendors prior to and during the event on their own stationary.

Name of person responsible for distributing information to vendors: Kristy Thall

2) Do you request the use of any portable equipment from Public Works:

(Please write an amount next to each requested item)

☒ YES

☐ NO

Traffic Cones- \_\_\_\_\_ Fencing- \_\_\_\_\_ Street Barrels- \_\_\_\_\_ Eating Tables- \_\_\_\_\_

Additional Equipment Requested ~~Front-End Loader to assist with Beach set-up~~

3) Restrooms/Port-a-Pots: Will your event direct people to public restrooms-

☒ YES

NO

Will your event use portable toilets/trailers-

☒ YES

NO

Is the event organizer ordering toilets/trailers-

☒ YES

NO

If yes, how many will be used: 20

Name of company: Caprioni n/a

Contact Person/Cell: Phoebe O'Shea

**Note: One toilet for every 500 people is requested for events lasting over 2 hours – an appropriate number of these toilets should be handicapped accessible.**

4) Will your event have any temporary structures, fences, or fixtures:

☒ NO

Anchors, pins, spikes or other materials are strictly prohibited in asphalt, boardwalk, and/or concrete to secure objects.

Event Organizer is required to contact the Construction office for permits. 609 522 2030 ext. 1560

The City of North Wildwood will not allow any markings and/or painting of the streets, sidewalks, boardwalks, and parking lots, except those made by approved marking devices. Call the Dept. of Public Works to arrange for an appointment with the Director of Public Works prior to the event to submit marking devices for approval. If unapproved marking devices are used, the event/organization will be charged with the cost of removing and restoring to prior to event status. In addition, this department will likely not approve this organization's future events.

Respectfully,

Doug Nordberg, Director of Public Works

## RECREATION & TOURISM DEPARTMENT

1) Do you anticipate the need for Rec/Tour Dept. staff to support your event: YES ☒ NO

If yes, how many- \_\_\_\_\_

Purpose: \_\_\_\_\_

2) Will you require the use of Recreation Dept. Facilities (Rec Center/Parks): YES ☒ NO

If yes, please describe in detail (include dates/times)- \_\_\_\_\_

3) Will you require the use of Recreation Dept. portable equipment: YES ☒ NO

(Please write an amount next to each requested item)

Bleachers- \_\_\_\_\_ Coolers- \_\_\_\_\_ Chairs (folding)- \_\_\_\_\_ Tables- \_\_\_\_\_ Chairs (ceremony)- \_\_\_\_\_

Sound System (2 or 4 speakers) w/ microphone- \_\_\_\_\_ Podium- \_\_\_\_\_ Tents- \_\_\_\_\_ Signs- \_\_\_\_\_  
circle one

Additional Equipment- \_\_\_\_\_

	1 <sup>ST</sup> DAY	2 <sup>ND</sup> DAY	3 <sup>RD</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)			
Date (MM/DD/YY)			
Equipment Requested			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

4) Does the publicity plan for this event include any of the below: ☒ YES ☐ NO

☒ Posters ☒ Website ☒ Social Media ☐ Radio ☐ TV ☐ Newspaper/Publication ☐ Other

5) List any planned Print/Radio/TV Advertising: \_\_\_\_\_

**Include copies of any direct mail/invitations/email/internet/posters/press releases/media kit being sent out**

## BUILDINGS, GROUNDS & PARKS DEPARTMENT

1) Will any object, such as tent posts or signs be driven into the ground:

☒ NO

*(If yes, please consult with B.G. & P. Dept. to avoid damaging the irrigation system)*

2) Will the event require the closure of any park / City area to the general public:

YES

☒ NO

If yes, please describe in detail: \_\_\_\_\_

3) Will the boardwalk be used to secure any items (tents, signs or any other type of structure):

☒ YES

NO

If yes, please describe in detail: \_\_\_\_\_

4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.):

☒ YES

NO

*(Vehicles are restricted to the Tram Path only)*

If yes, please describe in detail: \_\_\_\_\_

5) Will your event have any electrical needs:

☒ NO

*(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)*

Will you have any sound / lighting equipment:

☒ NO

Will you be using a lighting or sound contractor:

☒ NO

Contractor Information: \_\_\_\_\_

6) Overhead banners, banner flags and/or signs installed on City property

*(Please request a banner specifications sheet with your application. All banners need City approval before being created and displayed. Organizer is responsible to collect banners following the event)*

- a) Overhead Banners should be professionally made and measure 40 feet in length by 3 feet in width
- b) To get maximum display use; heavy duty grommets should be 16 inches apart and wind flaps cut and stitched in banner, should be constructed to last 2-4 weeks of display in the wind
- c) Banner Flags (10 poles) should be 5 feet in length by 30 inches wide (display should be 53" long)
- d) Welcome Area Billboard is 8 feet in length by 12 feet in width

7) Describe banners/signs in detail with proper wording (please attach a photo/layout): \_\_\_\_\_

8) Electrical service fees shall be paid by the vendor:

*(Please attach a separate page for number of hook-ups needed at vendor locations and the electrical layout)*

A) \$35 per event for ONE twenty-amp

\$50 per event for ONE thirty-amp

\$75 per event for ONE fifty-amp

B) Extra circuits will be provided only if there is a surplus of circuits after all vendors who have paid for electrical service have been provided with electrical service and thereafter will be provided on a first-requested and paid/first-provided basis.

C) Any service calls to a vendor that is necessitated by an overloaded circuit will result in the vendor being assessed an additional \$70 fee, which sum is payable in the advance of the restoration of electrical service to the vendor.



## NORTH WILDWOOD BEACH PATROL

1) What location(s) of the beach/ocean will be used and for what purpose: \_\_\_\_\_

2) Do you anticipate the need for NWBP staff to support your event:

If yes, how many- \_\_\_\_\_ Purpose \_\_\_\_\_

3) Will you require the use of NWBP Facilities, Vehicles, or Equipment:

*(If yes, please describe in detail; include dates and times)*

**NO**

	1 <sup>st</sup> DAY	2 <sup>nd</sup> DAY	3 <sup>rd</sup> DAY
Day of the Week (SU,M,TU,W,TH,F,SA)			
Date (MM/DD/YY)			
Equipment Requested			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

## CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: 0 Number of Food Vendor Spaces: 0

*(Final Vendor list must be turned in 1 week prior to event date)*

*(Organizer is responsible for obtaining vendor permits from Clerk's office & distributing vendor permits to vendors before inspection)*

Vendor Fees	1 Day	2 Day	3 Day
First Year Fee	\$ 10.00	\$ 20.00	\$ 40.00
Second Year Fee	\$ 20.00	\$ 40.00	\$ 80.00
Third & Fourth Year Fee	\$ 50.00	\$ 100.00	\$ 150.00
Fifth & Plus Year Fee	\$ 75.00	\$ 150.00	\$ 200.00

2) Will your event require bulk special event parking passes: YES

**NO**

**FOR 3-DAY OR MORE EVENTS ONLY**

3) If yes, how many: \_\_\_\_\_ List dates for passes: \_\_\_\_\_

**\*Minimum 250 for out of season events and 500 for in season events; \$5 per day/per vehicle**  
*(Must be paid for 30 days prior to date of event) (In season is Memorial Day to Labor Day of each calendar year)*



## POLICE DEPARTMENT

1) Contact information of person in charge of event: Stephen Del Monte

2) Contact information of person on-site of event: Cell 609.374.6495

3) Street or sidewalk closure(s): ☒ YES NO  
Plan approved: ☒ YES NO

4) Barricade request (*fencing/barrels/cones*) ☒ YES NO  
Plan submitted: YES NO  
Plan approved: YES NO

5) Responsible party for barricade set-up (*Federal Fencing-Atlas-Police, etc.*): Atlas Flasher and Public Works

Contact information: Brian Stevens - Atlas Flasher

6) Signage requested "NO PARKING", Other (*describe below*): Post Time: \_\_\_\_\_

We will ask Chief or Captain to decide

7) Equipment stored overnight: ☒ YES NO

Contact Info: Same as above

8) Site Plan – Detour/Traffic plan submitted: ☒ YES NO  
Police Approval: YES NO

9) Police requested or required for event: ☒ YES NO Start time: \_\_\_\_\_  
(Please write amount next to request) We will ask Chief or Captain to decide Finish time: \_\_\_\_\_

Officers- \_\_\_\_\_ Traffic Posts- \_\_\_\_\_ Overnight Security- \_\_\_\_\_

10) Location \_\_\_\_\_

11) Alcohol being served at event: YES ☒ NO Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

State ABC Approval: YES NO

City Approval: YES NO

12) Staging Area: YES NO

Plan Submitted: YES NO

Plan Approved: YES NO

13) First-Aid/EMS on site: ☒ YES NO

14) Large Events: Command Post being utilized: YES NO

Location of Command Post: \_\_\_\_\_ Phone #: \_\_\_\_\_

List of Department representatives and contact numbers:

(Please put on a separate sheet)

## FIRE & EMS DEPARTMENT

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1) Do you anticipate the need for Fire / EMS staff / equipment to support your event: ☒ YES ☐ NO  
*Fire Chief will determine the amount of staff and/or equipment needed for your request. attendance - \_\_\_\_\_*

3) Purpose: Provide Medical Support

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4) Will you require the use of Fire Dept. Facilities or portable equipment: YES ☐ NO ☒

5) If yes, please describe in detail, including dates and times: \_\_\_\_\_

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## CONSTRUCTION, FIRE & HOUSING DEPARTMENT

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1) Will there be a bonfire, open flame, lighting, cooking, extinguishing, or burning of any material: YES ☐ NO ☒

2) If yes, please describe in detail: \_\_\_\_\_

---

3) Will there be any tents used larger than 900 square feet and more than 30 feet in any direction: YES ☐ NO ☒

4) If yes, please describe in detail: Registration/Athlete Check In Tent to protect from elements

---

5) Permit #: \_\_\_\_\_ (Will be issued after Mayor & Council Approval)

**\*\*The number of bonfire permits are limited and based on the availability of fire personnel\*\***

a) Application for a permit required by this code shall be made to the fire official in such form and detail as the fire official shall prescribe. Applications for permits shall be accompanied by plans or drawings as required by the fire official for evaluation of the application.

b) Type 1 Permit: PERMIT FEE - \$54.00 (non-refundable)

1) The use of any open flame or flame-producing device, in connection with any public gathering for purpose of entertainment, amusement, or recreation.

2) The erection, operation or maintenance of any tent or canopy that is greater than 900 square feet and more than 30 feet in any direction.



## Steve DeHorsey

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**From:** Casey Byrne <cbyrne@jbyrneagency.com>  
**Sent:** Tuesday, August 2, 2022 9:56 AM  
**To:** Steve DeHorsey  
**Subject:** RE: Crest Best Run Fest

Hi Steve,

This is approved!

Thank you,

**Casey Byrne, ACSR  
President**



5200 New Jersey Ave.  
Wildwood NJ 08260  
609-522-3406 Ext. 160  
609-602-5672 Cell  
609-522-2844 Fax  
[cbyrne@jbyrneagency.com](mailto:cbyrne@jbyrneagency.com)  
[www.jbyrneagency.com](http://www.jbyrneagency.com)



**[Click HERE to check out our Agency Newsletter!](#)**

**\*\*A REFERRAL IS THE BEST COMPLIMENT\*\***



**From:** Steve DeHorsey <sdehorsey@northwildwood.com>  
**Sent:** Tuesday, August 2, 2022 8:14 AM  
**To:** Casey Byrne <cbyrne@jbyrneagency.com>  
**Subject:** Crest Best Run Fest

Good Morning Casey – Is this COI approved for a Half Marathon that will run through N. Wildwood on October 9? Thanks.

Steve DeHorsey Jr., C.P.M., R.A.

**Assistant Superintendent of Recreation - Director of Tourism**



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# CERTIFICATE OF INSURANCE

PRINT DATE: 11/29/2021

CERTIFICATE NUMBER: 20211123873901

**AGENCY:**

Edgewood Partners Insurance Center  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. DelMoSports  
130 East Washington Street, Suite 800  
Indianapolis IN 46204

**INSURERS AFFORDING COVERAGE:**

INSURER A: Accredited Surety and Casualty Company, Inc.  
INSURER B: Allied World National Assurance Company

**EVENT INFORMATION:**

Crest Best Run Fest (10/8/2022 - 10/10/2022)

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268997	11/1/2021 12:01 AM	11/1/2022 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TPM-IN-17-01268998	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2021 12:01 AM	11/1/2022 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

**CERTIFICATE HOLDER:**

City of North Wildwood  
900 Central Ave.  
North Wildwood NJ 08260

**NOTICE OF CANCELLATION:**

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:**





**CRESTBEST**  
**RUN @ FEST**

— *inspira* —  
**HEALTH**

All Agencies Meeting #1  
August 22, 2022



# The Event

## Crest Best Run Fest

**Who:** DelMoSports, Wildwood Crest, Lower Township, Wildwood, and North Wildwood

**What:** Sat. Oct. 8 – Kids Run, Doggy Derby, and 5K / Sun. Oct. 9 - Half Marathon, 10 Miler and 10

**Where:** Centennial Park, Wildwood Crest. Other areas include Wildwood Boardwalk, N.

Wildwood, Ocean Drive Causeway in Lower Township, National Wildlife Refuge, Diamond Beach  
Section of Lower Township

**Entities Involved:** Wildwood Crest Police Dept., Wildwood Crest Recreation, Wildwood Crest  
Public Works, Wildwood Police/Fire Dept., Lower Township Police Dept., Wildwood Police Dept., N.  
Wildwood Police Dept., Inspira Health, MedCycle

## **Key Officials**

**Stephen Del Monte: Race Director: 609-374-6495**

**Kristy Thall: Operations/ Registration Coordinator: 609-846-6997**

**Kate Morrison: Volunteer Coordinator: 757-621-0798**

**Ralph Perrino: Start/Finish Coordinator: 302-438-9413**

**Andy Rivera: Run Course Coordinator: 609-885-4649**

**Ralph Grassi: Head of WC Traffic Safety: 609-780-1155**

**Joe Bond: Head of WCPW: 856-362-0103**

**Brian Stevens: Atlas Flasher: 609-820-3652**

**WCPD:**

**WPD:**

**NWPD:**

**LTPD:**

**Command Post Bob DeGaetano 609-335-7158**

# Run of Show

## **Thursday, October 6, 2022 -**

9:00AM-5:00PM – Light DelMo Crew Site Build Out, Deliveries, Barricade Placement

## **Friday, October 7, 2022 -**

9:00AM-5:00PM – Light DelMo Crew Site Build Out, Deliveries, Barricade Placement, Truss Systems

## **Saturday, October 8, 2022 -**

9:00AM – Staff Roll Call

12:00PM-5:25PM - Athlete Check In (all events)

1:00PM - Kids Race Starts

3:00PM - Doggy Derby Starts

5:30PM – 5K Race Starts

6:30PM – Awards Ceremony

7:00PM – Overnight Security Arrives

## **Sunday, October 9, 2022 -**

5:00AM – Staff Roll Call

6:00AM-7:50AM - Athlete Check In (all events)

8:00AM - Half Marathon, 10 Miller, 10K Race Starts

10:10AM – Intermediate Run Cut Off @ Jefferson Ave. and Pacific Ave.

11:00AM – Awards Ceremony

2:00PM – Breakdown Complete

# First / Last Timelines

5K – Start Time @ 5:30PM

(F) 5:45 PM

(L) 6:30 PM

10K – Start Time @ 8:00AM

(F) 8:35 AM

(L) 10:00 AM

10 Miler – Start Time @ 8:00AM

(F) 8:50 AM

(L) 11:00 AM

13.1 – Start Time @ 8:00AM

(F) 9:15 AM

(L) 11:45 AM

# Medical Plan

## Wildwood Crest EMS-

Finish Line - Sat and Sun.

Stationed out on the course Locations TBD - Sun.

Transport for Finish Line and Course

## Inspira Health-

Finish Line – Sun. Only

## MedCycle- (will follow last runner)

Course – Sun. Only

## Wildwood EMS-

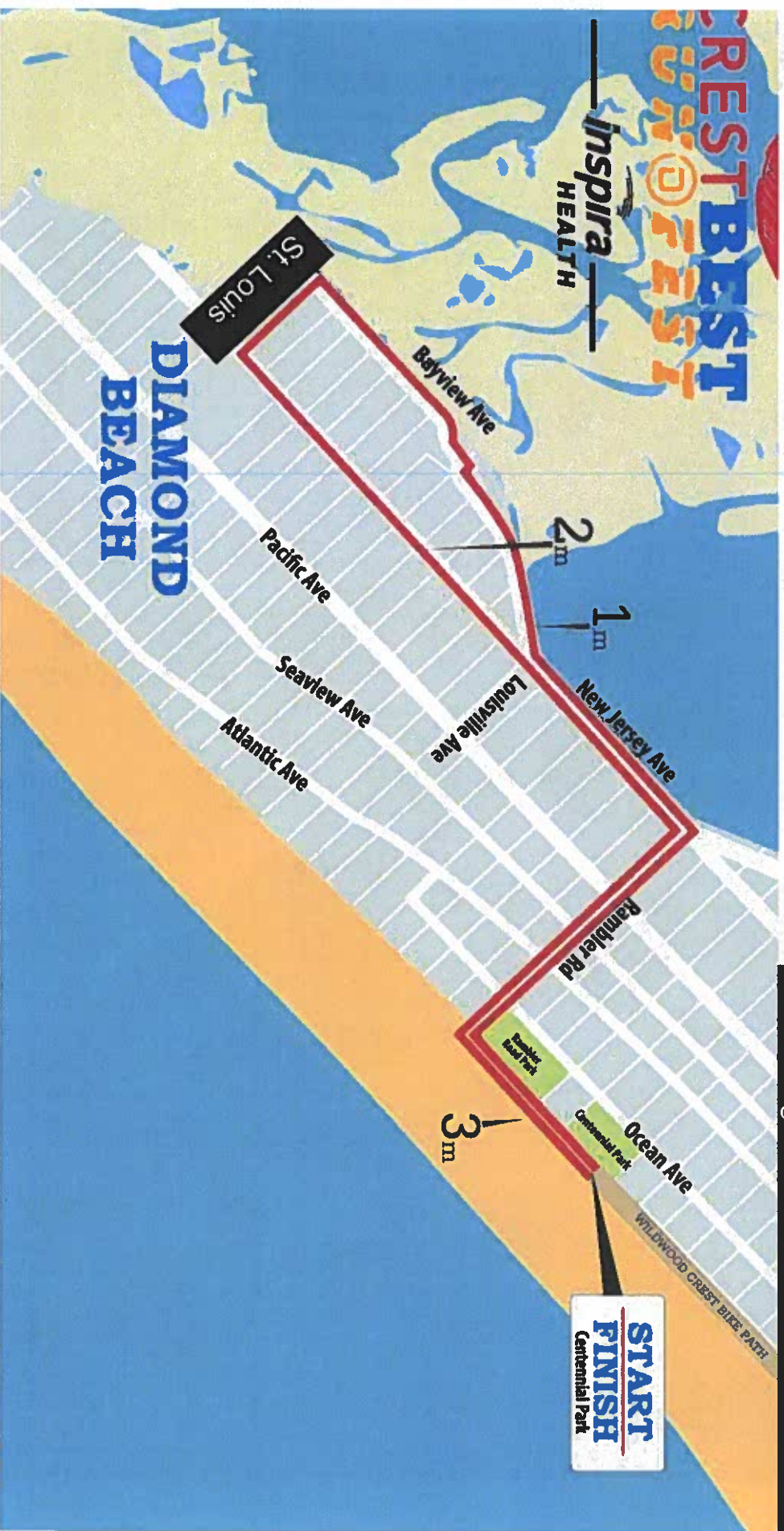
Course – Sun. Only

## North Wildwood EMS-

Course – Sun. Only

# 5K Course

Date: Saturday, October 8  
Start Time: 5:30pm  
Finish Time: 6:30pm  
\*We would like to use ALL of New Jersey Ave from Rambler to Miami to ease congestion.





# 10K Course



# 10 Mile & Half Marathon Course



10 Mile Turnaround  
@ N. Station Ave.

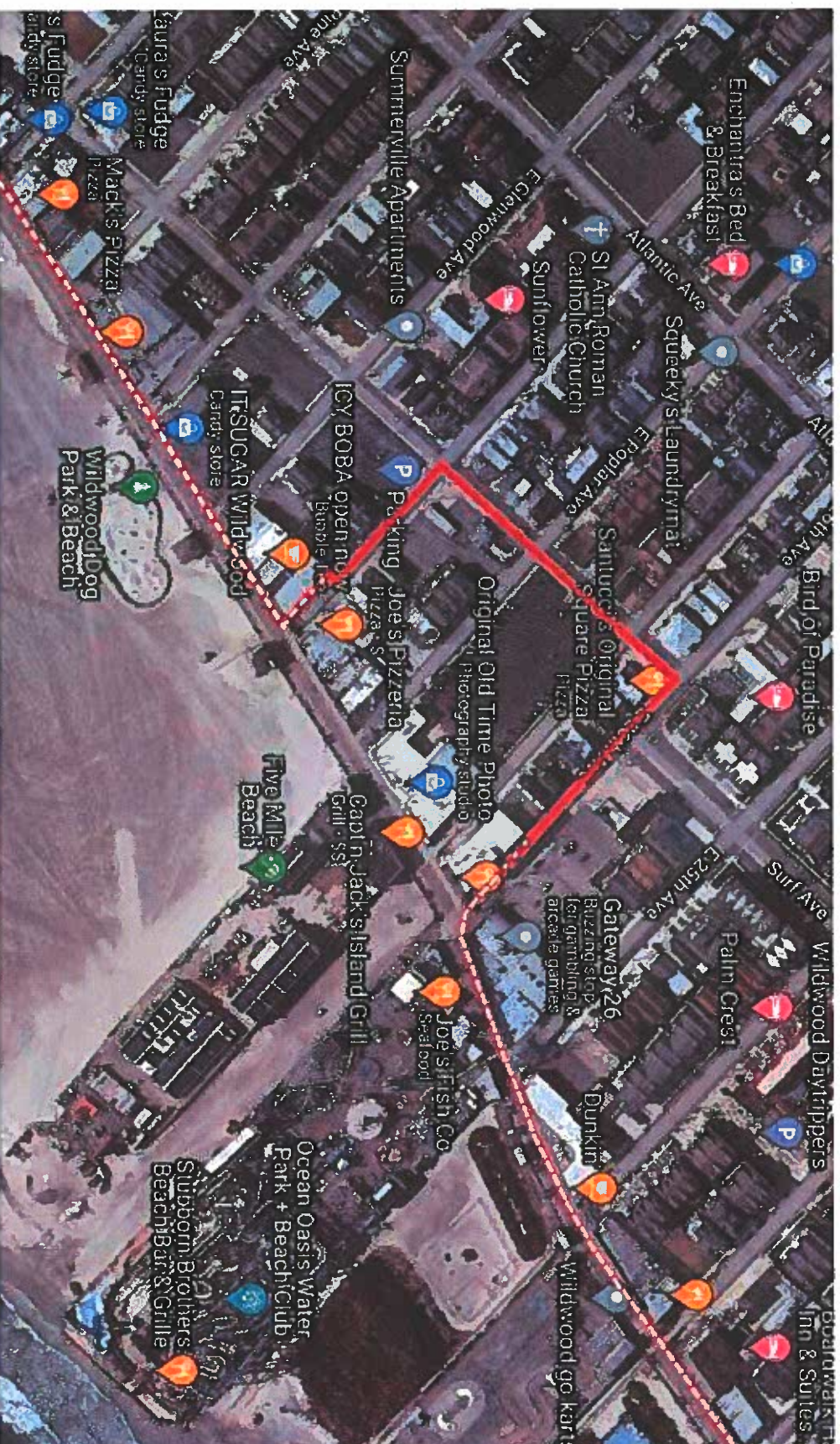
HALF MARATHON  
Cut Off at 10:10 AM  
@ Jefferson and Pacific Ave.



# Detour

Magnolia Ave. to 26th Street

All Athletes will detour on the out and back due to boardwalk construction



# IRATIC NEEDS: Lower IWP.

Report at 0700 hours

(2) officers (1) vehicle at the intersections of 109 and Ocean Drive

(1) officer (1) vehicle roving on Ocean Drive

(1) officer (1) vehicle at the intersection of Pacific Ave and Memphis

(1) officer (1) vehicle at the intersection of Seaview Ave and Jefferson

(1) officer (1) vehicle at the intersection of New Jersey Ave and Jefferson Ave

(1) officer (1) vehicle roving in Pacific Ave/Diamond Beach Area

(1) supervisor to oversee the event and roving patrol

(1) sign board (placed in the 109/OD area a week prior to give notice of event)

Total officers (8)

Total vehicles (8) one of the rovers can be the Polaris side by side

Total sign boards (2)

# Traffic Needs: Wildwood and N. Wildwood

WW Report at XXX hours – TBD after todays meeting

NWW Report at XXX hours – TBD after todays meeting



# Crest Best Run Fest Sunday Events

CBRF Half Pine Detour to 25th



CBRF Half Pine Detour to 25th

Fill 1 & 4

Fill 5

Fill 2 & 3

Fill 6 & 7

Fill 8

CBRF: 10mi: N. Station  
Turnaround

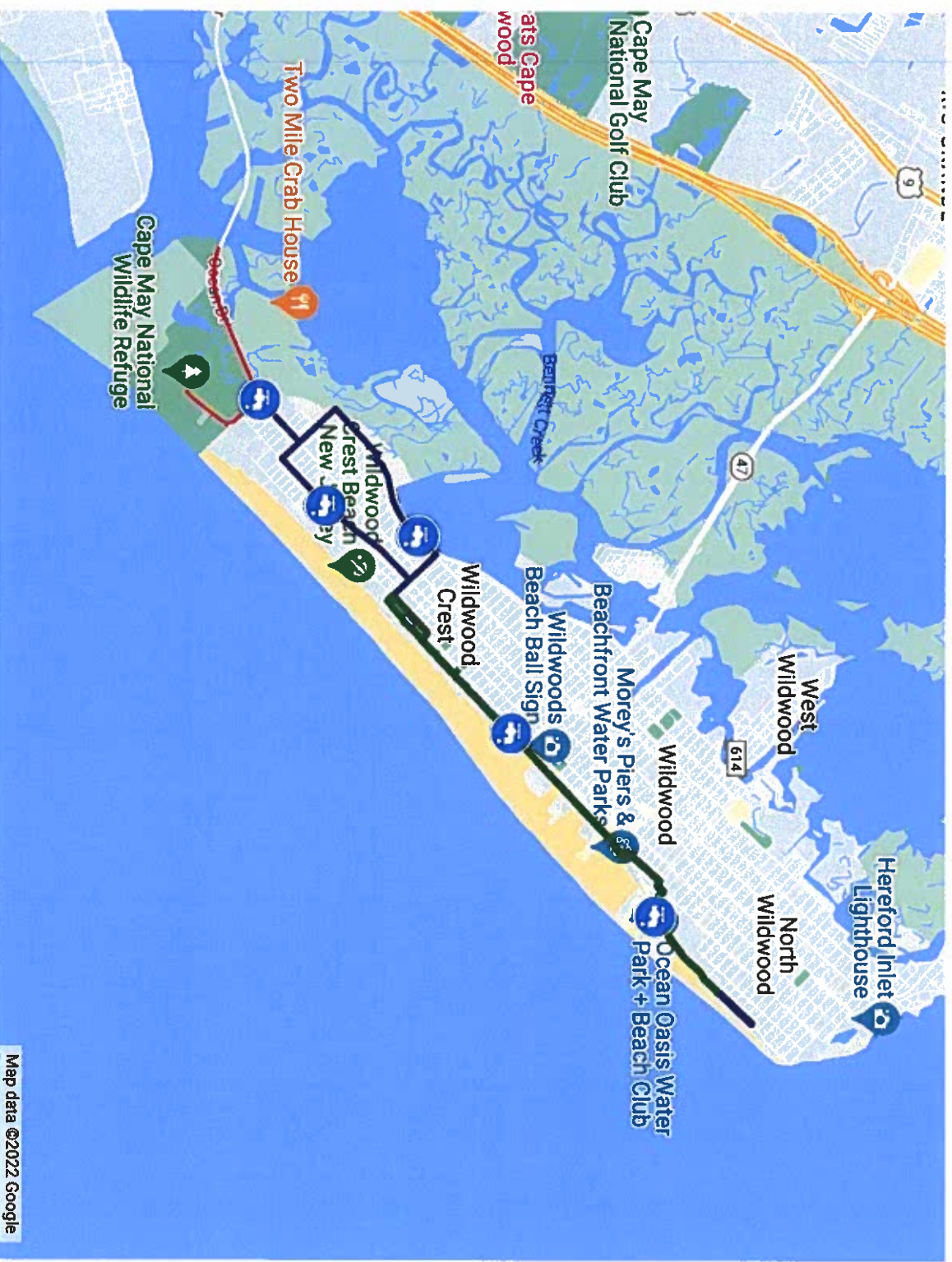


CBRF: 10mi: N. Station  
Turnaround

CBRF 10k: Turnaround at 13th  
JFK on the path



CBRF 10k: Turnaround at 13th  
JFK on the path





# 70 Mile & Half Marathon Courses



1. 31

2.

3. 31

4. 31

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16.



# 10K Course









# CREST BEST RUN @ FEST

inspira  
HEALTH

5K

WILDWOOD  
CREST

DIAMOND  
BEACH





Crest Best Run Fest  
Run of Show - Schedule of Events  
October 6-9, 2022  
*(subject to change)*

**Thursday, October 6, 2022 -**

9:00AM-5:00PM – Light DelMo Crew Site Build  
Out, Deliveries, Barricade Placement

**Friday, October 7, 2022 -**

9:00AM-5:00PM – Light DelMo Crew Site Build  
Out, Deliveries, Barricade Placement, Truss  
Systems

**Saturday, October 8, 2022 -**

9:00AM – Staff Roll Call  
12:00PM-5:25PM - Athlete Check In (all events)  
1:00PM - Kids Race Starts  
3:00PM - Doggy Derby Starts  
5:30PM – 5K Race Starts  
6:30PM – Awards Ceremony  
7:00PM – Overnight Security Arrives

**Sunday, October 9, 2022 -**

5:00AM – Staff Roll Call  
6:00AM-7:50AM - Athlete Check In (all events)  
8:00AM - Half Marathon, 10 Miler, 10K Race  
Starts  
**10:10AM – Intermediate Run Cut Off @  
Jefferson Ave. and Pacific Ave.**  
11:00AM – Awards Ceremony  
2:00PM – Breakdown Complete





## Steve DeHorsey

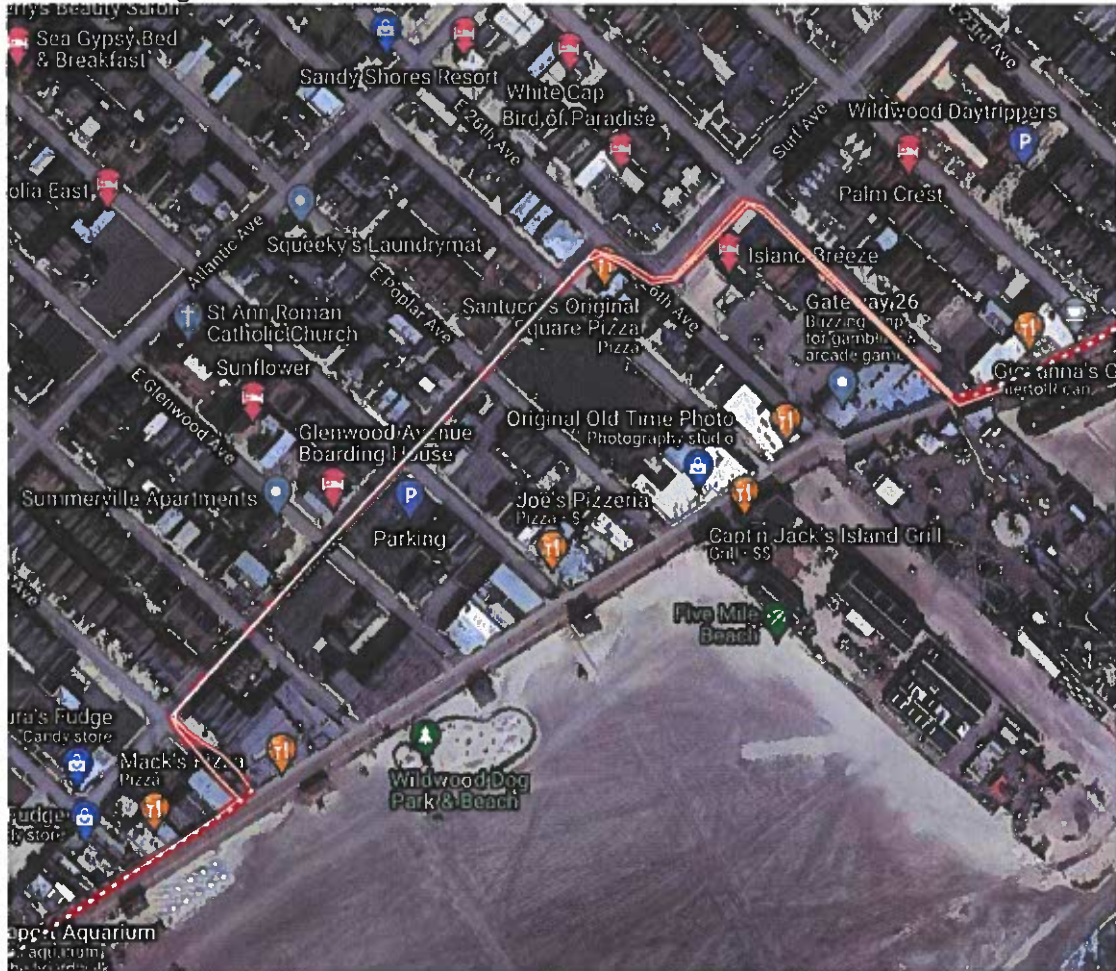
**From:** Kristy Thall <kristy@delmosports.com>  
**Sent:** Tuesday, September 20, 2022 9:25 AM  
**To:** Steve DeHorsey; jstevenson@nwpd.org; Captain Etsell  
**Cc:** Stephen Del Monte  
**Subject:** Re: Crest Best Meeting

Good morning,

Thank you, we are open at that time for a meeting. As for the course in North Wildwood we are proposing the following:

Athletes will run off the boardwalk at Pine Ave. onto Ocean Ave. (to detour around the boardwalk construction) make a right to 26<sup>th</sup> Ave., a left onto Surf Ave., a right on 25<sup>th</sup> back to the boardwalk following the bike path to 5<sup>th</sup> street. Returning via JFK to 13<sup>th</sup> and following 25<sup>th</sup> back to Ocean and Pine.

Here is an image of the detour:



Please let us know your thoughts or concerns. This will be for Sunday, Oct. 9 from 8AM to roughly 10AM.

Thank you

*Kristy Thall*

Events Team / Operations Coordinator

[DelMoSports](#) | [DelMoPRO](#)

351 Ranger Rd., Unit 1

Cape May, NJ 08204

(o) 609.849.8908 | (c) 609.846.6997



---

**From:** Steve DeHorsey <sdehorsey@northwildwood.com>

**Sent:** Tuesday, September 20, 2022 8:12 AM

**To:** jstevenson@nwpd.org <jstevenson@nwpd.org>; Captain Etsell <wetsell@nwpd.org>

**Cc:** Stephen Del Monte <stephen@delmosports.com>; Kristy Thall <kristy@delmosports.com>

**Subject:** Crest Best Meeting

Good Morning Chief & Captain – DelMoSports is still trying to finalize their route for Crest Best and Chief Stevenson asked if we could have a meeting to go over. Are both or one of you available on Thursday (9/22) at 9am to meet with DelMoSports? The meeting would be at the Rec Center. Thanks.

Steve DeHorsey Jr., C.P.M., R.A.

**Assistant Superintendent of Recreation - Director of Tourism**



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**CREST BEST RACE SERIES – DELMOSPORTS.**  
**COURSE MEETING**  
**9-22-22**

**I. General Info**

1. Event dates 10/8-9
2. Multiple distances

**II. General Concerns**

1. Construction Impact
2. Leaving boardwalk and running on street, back on boardwalk at 25<sup>th</sup> street
3. Longer course in NW down to 5<sup>th</sup> street on JFK





## PERMIT / APPROVAL / AUTHORIZATION

Event Name: Crest Best Run Fest

Date(s) of Event: Sat/Sun 10/8-9/22

Mayor & Council: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Tourism: \_\_\_\_\_ Date: \_\_\_\_\_

Application Fee waived: ☐ YES ☒ NO

Service Fees waived: ☐ YES ☒ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

### Office use only:

Final Date of Approval: \_\_\_\_\_ Projected Total Costs for this event: \_\_\_\_\_

Date Permit Issued: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Permit Cost: \_\_\_\_\_ Total City Departmental Projected Costs: \_\_\_\_\_

al v 2

## FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: Mon 8-22-22 @ WWC

Meeting Notes: Added more dates; times along the cause; carnival center

Date of Pre-event Meeting: Thurs 9-22-22

Meeting Notes: 7:45pm

### EVENT CHECKLIST

- |                                     |            |             |  |
|-------------------------------------|------------|-------------|--|
| <input checked="" type="checkbox"/> | <u>SPD</u> | <u>8-22</u> | Application Fee Paid   |
| <input checked="" type="checkbox"/> | <u>SPD</u> | <u>8-22</u> | Certificate of Insurance listing N.W. as Additionally Insured                |
| <input checked="" type="checkbox"/> | <u>SPD</u> | <u>8-22</u> | Additional Insured Endorsement Page(s) attached                              |
| <input checked="" type="checkbox"/> | <u>SPD</u> | <u>8-22</u> | Hold Harmless completed & signed   |
| <input checked="" type="checkbox"/> | <u>SPD</u> | <u>8-22</u> | Detailed Site Plan defining the logistics of the event                       |
| <input type="checkbox"/>            | <u>N/A</u> |             | Vendor list submitted to Clerk's Office                                      |
| <input type="checkbox"/>            |            |             | Copy of extra materials such as schedule, agenda, flyers, timeline, etc.     |
| <input type="checkbox"/>            | <u>N/A</u> |             | Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit) |
| <input type="checkbox"/>            | <u>N/A</u> |             | Special Event Parking Passes Paid  |
| <input type="checkbox"/>            |            |             | Miscellaneous  |
| <input type="checkbox"/>            |            |             | Ready to be placed on the DMS  |



## TREASURER DEPARTMENT

### BILLING

Crest Boat Run Fest  
Name of Event

Sat/Sun 10/8-9/22  
Date of Event

Application Fee

\$

50.00 8-2-22

Non-Profit \$25.00

For-Profit \$50.00

Police Dept.

\$

Fire Dept.

\$

Public Works Dept.

\$

Buildings, Grounds, Electric-Parks

\$

Clerk's Office

\$

Construction, Fire & Housing

\$

Beach Patrol

\$

Recreation & Tourism Dept.

\$

Stage Rental

\$

Special Event Parking Passes

\$

Miscellaneous Costs

\$

TOTAL

\$



**CITY OF NORTH WILDWOOD**  
**COUNTY OF CAPE MAY, NEW JERSEY**

**ORDINANCE NO. 1888**

**DESIGNATING NAME OF OLDE NEW JERSEY  
AVENUE**

**WHEREAS**, §382-20 of the Code of the City of North Wildwood authorizes the governing body “to name the streets located within the City limits”; and

**WHEREAS**, the public right-of-way commonly known as Olde New Jersey Avenue, from 2<sup>nd</sup> Avenue north to Pine Avenue, is officially labeled on the Tax Map of the City of North Wildwood as New Jersey Avenue; and

**WHEREAS**, property deeds along the public right-of-way commonly known as Olde New Jersey Avenue refer to said right-of-way as North New Jersey Avenue; and

**WHEREAS**, residents, visitors and businesses along said right-of-way refer to it as Olde New Jersey Avenue; and

**WHEREAS**, Council is satisfied that, to avoid confusion and provide uniformity to the area, it would be prudent and appropriate to officially designate the portion of the public right-of-way of New Jersey Avenue, from 2<sup>nd</sup> Avenue north to Pine Avenue, as “Olde New Jersey Avenue.”

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

**Section One.** The portions of Ordinance 1176, as amended, and codified in §382-21 of the Code of the City of North Wildwood further are amended to the extent that §382-21 shall henceforth read as follows:

The governing body of the City of North Wildwood has reviewed the names of its streets and is satisfied with the streets as they are presently named and as they appear on the current Tax Map of the City of North Wildwood, i.e., the Tax Map of the City of North Wildwood, Cape May County, New Jersey, November, 2003, Revised as of April, 2022, which are hereby ratified.

**Section Two.** The portions of Ordinance 1176, as amended, and codified in §382-21 of the Code of the City of North Wildwood further are supplemented to include the following additional section:

D. The portion of the public right-of-way known as New Jersey Avenue from 2<sup>nd</sup> Avenue north to Pine Avenue is hereby named Olde New Jersey Avenue.

**Section Three.** All references to “Old New Jersey Avenue” in §418-1A are hereby corrected to read “Olde New Jersey Avenue.”

**Section Four.** The reference to “New Jersey Avenue” in §418-8 is hereby corrected to read “Olde New Jersey Avenue.”



**Section Five.** The references to “New Jersey Avenue” in §418-9 are hereby corrected to read “Olde New Jersey Avenue.” References to “New Jersey Avenue/Spruce Avenue Connection” in §418-9 shall not be affected by this Ordinance.

**Section Six.** All references to “New Jersey Avenue” or “Old New Jersey Avenue” in §418-10 are hereby corrected to read “Olde New Jersey Avenue.” References to “New Jersey-Spruce Avenue Connection” and “New Jersey Route 147” in §418-10 shall not be affected by this Ordinance.

**Section Seven.** All references to “Old New Jersey Avenue” in §418-17 are hereby corrected to read “Olde New Jersey Avenue.” References to “New Jersey Avenue” in §418-17 shall not be affected by this Ordinance.

**Section Eight.** The references to “New Jersey Avenue” regarding the one-half-hour parking zone on Chestnut Avenue “Between New Jersey Avenue and a point 83 feet east of New Jersey Avenue” in §418-18 are hereby corrected to read “Olde New Jersey Avenue.”

**Section Nine.** The reference to “New Jersey Avenue” regarding the one-half-hour parking zone “Between Chestnut Avenue and a point 150 feet north of Chestnut Avenue” in §418-18 is hereby corrected to read “Olde New Jersey Avenue.”

**Section Ten.** All references to “New Jersey Avenue” in §418-19 are hereby corrected to read “Olde New Jersey Avenue.”

**Section Eleven.** The reference to “Old New Jersey Avenue” in §418-45 is hereby corrected to read “Olde New Jersey Avenue.”

**Section Twelve.** The references to “Old New Jersey Avenue” in §418-82A(1) and §418-82A(2) are hereby corrected to read “Olde New Jersey Avenue.”

**Section Thirteen.** The reference to “North New Jersey Avenue” in §122-1B(1) is hereby corrected to read “Olde New Jersey Avenue.”

**Section Fourteen.** If any portion of this Ordinance is determined to be invalid by a court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

**Section Fifteen.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, be and the same hereby are repealed.

**Section Sixteen.** This Ordinance shall take effect immediately upon final passage and publication as provided by law.

---

Patrick T. Rosenello, Mayor

---

W. Scott Jett, City Clerk

Introduced:	October 4, 2022
Advertised:	October 12, 2022
Hearing/Adoption:	November 1, 2022
Advertised:	November 9, 2022

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

SUPPORTING KNOCK OUT OPIOID ABUSE DAY  
OCTOBER 6, 2022

WHEREAS, the State of New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS, there were 63 suspected overdose deaths in Cape May County in 2020 according to the NJ Office of the Attorney General and the majority of the County’s treatment admissions were for heroin and/or other opiates in 2019 according to the NJ Department of Human Services Division of Mental Health and Addiction Services; and

WHEREAS, the Knock Out Opioid Abuse Day campaign is sponsored by the Partnership for a Drug Free New Jersey in cooperation with the Governor’s Council for Alcoholism and Drug Abuse and the NJ Department of Human Services Division of Mental Health and Addiction Services to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our State, reduce the stigma of addiction and shine a light on the need for recovery support, and communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

WHEREAS, the City of North Wildwood supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction.

THEREFORE, BE IT RESOLVED, by the governing body of the City of North Wildwood, in Cape May County, New Jersey, that:

- 1. The City of North Wildwood hereby encourages all residents to utilize the prescription drug drop boxes to dispose of unused and expired medications safely and securely, which prescription drug drop boxes are located at every Police Department in Cape May County.
- 2. October 6, 2022 be and hereby is recognized as Knock Out Opioid Abuse Day in the City of North Wildwood.

OFFERED BY: \_\_\_\_\_SECONDED BY: \_\_\_\_\_  
\*\*\*\*\*

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of October 2022.

Dated: \_October 4, 2022\_ Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

APPROVED: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>				<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>			
Tolomeo				Koehler			
Rullo				Bishop			
Kane				Zampirri			
Del Conte							

CITY OF NORTH WILDWOOD
Cape May County, New Jersey

RESOLUTION

REFUND FOR OVERPAYMENT OF REAL ESTATE TAXES

WHEREAS, the Tax Collector reports that the following persons or associations of persons have overpaid and/or paid in error real estate taxes as set forth on the schedule below.

NOW, THEREFORE, BE IT RESOLVED by the Members of Council of the City of North Wildwood, in the County of Cape May and State of New Jersey that refunds be given to the following persons or associations of persons in the amounts set forth:

Table with 3 columns: PROPERTY, PAYEE, AMOUNT. Rows include BLK 47 LT 20.02 2022 QTR 1 & 2, BLK 249 LT 13 2022 QTR 1 & 2, and a TOTAL row.

BE IT FURTHER RESOLVED that the Tax Collector be and he is hereby authorized, empowered and directed to make the necessary corrections in his records and to see to the payment of these refunds.

OFFERED BY: SECONDED BY:
I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4th day of October, 2022.

Dated: October 4, 2022 Signed: W. Scott Jett, City Clerk

APPROVED: Patrick T. Rosenello, Mayor

Table with 2 columns of names and 4 columns of voting options: Aye, Naye, Abstain, Absent. Names include Tolomeo, Rullo, Kane, Del Conte, Koehler, Bishop, and Zampirri.

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

CANCELLING AMOUNTS ON SEWER ACCOUNTS-SEWER COMMITTEE

BE IT RESOLVED by the Mayor and Council of the City of North Wildwood, in the County of Cape May and State of New Jersey, that:

WHEREAS, after careful review by the City Tax Collector, Chief Financial Officer, & City Administrator, the following sewer charges may be cancelled pursuant to the appropriate findings and facts:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Members of Council of the City of North Wildwood, in the County of Cape May and State of New Jersey that the amount on the following sewer accounts may be cancelled:

SEWER ADJUSTMENTS:			(1000's)	(1000's)		
ADDRESS	ACCT#	TAX YEAR	OVERAGE BASIC	OVERAGE 3rd Q	TOTAL AMOUNT	CREDIT AMOUNT
301 W 16TH AVE	1153-0	2022				669.38
125 W 20TH AVE	2047-0	2022				144.38
226 W CHESTNUT AVE	1846-0	2022				170.25
Total Adjustments						984.01

OFFERED BY: \_\_\_\_\_SECONDED BY: \_\_\_\_\_

\*\*\*\*\*

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of October, 2022.

Dated: \_\_\_\_October 4, 2022\_\_\_\_\_

Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

APPROVED: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>				<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>			
Tolomeo				Koehler			
Rullo				Bishop			
Kane				Zampirri			
Del Conte							

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING RETURN OF BALANCE OF ESCROW DEPOSIT

WHEREAS, Anthony Morrison, owner of the property located at 335 West 16<sup>th</sup> Avenue, a/k/a Block 117, Lot 2, applied to the Planning Board seeking to demolish an existing two-story stacked duplex dwelling in order to construct a single-family semi-detached duplex dwelling that seeks to take advantage of the R-2 Duplex Conditional Use Standards (Chap. 276-16(D)(1)) & ‘c’ variances associated with minimum lot area, minimum lot/width & minimum sideyard setback in the R-2 Zoning District, (Application #P-P-2020-8-2); and

WHEREAS, the application required funds to be escrowed in accordance with the provisions of Chapter 276 of the Code of the City of North Wildwood in order to pay for the costs of professional services incurred in connection with review of the application; and

WHEREAS, the application was reviewed & approved by the Planning Board & the Board’s professionals on January 13, 2021; and

WHEREAS, §276-67(E)(2) provides that unused escrow balances may be returned to the Applicant within 90 days upon written request by the applicant & as authorized by City Council; and

WHEREAS, the amount of funds submitted and escrowed was \$2,000.00 & Applicant has made written request for return of the unused balance, after Board professionals’ fees have been paid, which amount the Chief Financial Officer of the City of North Wildwood has calculated to be \$1,314.10.

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

- 1. All of the allegations of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
- 2. The Chief Financial Officer be and hereby is authorized to return the unused escrow balance as aforesaid to the Applicant.
- 3. The Chief Financial Officer and such other officials as are necessary be and they hereby are authorized to take such actions that are necessary and proper in order to effectuate the purposes and intent of this resolution.

OFFERED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
\*\*\*\*\*

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of October 2022.

Dated: \_\_\_\_October 4, 2022\_\_\_\_ Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

APPROVED: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>				<u>Aye</u> <u>Naye</u> <u>Abstain</u> <u>Absent</u>			
Tolomeo				Koehler			
Rullo				Bishop			
Kane				Zampirri			
Del Conte							

# **CITY OF NORTH WILDWOOD**

## **Cape May County, New Jersey**

### **RESOLUTION**

#### **SUPPORTING THE RECONSTRUCTION OF THE BOARDWALK, THE FILING OF AN APPLICATION FOR GRANT FUNDING TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION, AND THE EXECUTION OF A CERTIFICATION OF MATCHING FUNDS**

**WHEREAS**, the City of North Wildwood works proactively to encourage economic development in all aspects of City life, drawing upon its natural resources and encouraging the evolution of emerging businesses, industries, and technologies in order to provide sustainable, year-round, and well-compensated job opportunities to the citizens of the City of North Wildwood; and

**WHEREAS**, the City of North Wildwood wishes to encourage entrepreneurship and economic revitalization by reconstructing the North Wildwood Boardwalk; and

**WHEREAS**, the City presently seeks funding for the reconstruction of the Project Site; and

**WHEREAS**, the U.S. Department of Commerce, Economic Development Administration (“US EDA”) has solicited applications for funding through its Public Works and Economic Adjustment Assistance Program to assist with projects intended to address economic recovery and resilience; and

**WHEREAS**, the City wishes to submit a grant application to the US EDA Public Works and Economic Adjustment Assistance Program to request funding assistance for the reconstruction of the Boardwalk; and

**WHEREAS**, the City does not have the resources to reconstruct the facility, but is able to provide matching funding for this project; and

**WHEREAS**, the City is required to provide evidence of a commitment from the City to provide the matching funds for this project.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of North Wildwood as follows:

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. The Council of the City of North Wildwood supports the Project to reconstruct the Boardwalk.
3. The City of North Wildwood, in order to alleviate the burden of the local government of the costs of this project, approves submitting an application to the US EDA for funding to execute the Project.
4. Upon final adoption of this Resolution, the appropriate officers of the City of North Wildwood government, to wit, the City Administrator and City Clerk, are hereby authorized and directed to provide this Resolution as well as to provide any available information that will support the application to the US EDA for funding and development of the Project.

5. The Mayor is authorized to sign a Certification of Matching Funds letter committing the City to providing the required matching local funds in the amount of \$3,375,000 to complete this project.

**OFFERED BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

**STATE OF NEW JERSEY** **COUNTY OF CAPE MAY**  
I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of October 2022.

Dated: October 4, 2022 Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

Approved: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Kochler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

#

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF WILDWOOD FOR A TAX ASSESSOR

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes municipalities to enter into agreements for the exchange and sharing of services; and

WHEREAS, N.J.S.A. 40A:9-46.4 provides that a municipal tax assessor may appointed in more than one municipality; and

WHEREAS, the City of North Wildwood and the City of Wildwood have determined that it would be mutually beneficial to enter into a Shared Services Agreement under the terms of which the municipalities would share the services of a single Tax assessor and to further agree to the establishment of a schedule when the Tax Assessor will perform services for each municipality.

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

- 1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) On behalf of the City of North Wildwood and contingent upon the adoption of a Resolution by the governing body of the City of Wildwood that is substantially similar to this Resolution, the Mayor and the City Clerk be and they hereby are authorized to execute the Shared Services Agreement with the City of Wildwood that is annexed hereto as Exhibit "A" which provides for the sharing by the City of North Wildwood and the City of Wildwood of a Tax Assessor and provides for that Tax Assessor to be a full-time employee of the City of Wildwood.

OFFERED BY: SECONDED BY:

\*\*\*\*\*

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4<sup>th</sup> day of October, 2022.

Dated: October 4, 2022

Signed: W. Scott Jett, City Clerk

APPROVED: Patrick T. Rosenello, Mayor

Aye Naye Abstain Absent				Aye Naye Abstain Absent			
Tolomeo				Koehler			
Rullo				Bishop			
Kane				Zampirri			
Del Conte							



**SHARED SERVICES AGREEMENT**  
**FOR THE SERVICES OF A TAX ASSESSOR**

**THIS SHARED SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF NORTH WILDWOOD** (“North Wildwood”), a New Jersey municipality having municipal offices at 901 Atlantic Avenue, North Wildwood, New Jersey 08260 and the **CITY OF WILDWOOD** (“Wildwood”), a New Jersey municipality having municipal offices at 4400 New Jersey, Wildwood, New Jersey, 08260.”

**WITNESSETH**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*, authorizes municipalities to enter into agreements for the exchange and sharing of services; and

**WHEREAS**, N.J.S.A. 40A:9-146.4 provides that a municipal tax assessor may be appointed in more than one municipality; and

**WHEREAS**, Wildwood and North Wildwood have determined that it would be mutually beneficial to enter into this Shared Services Agreement under the terms of which the municipalities will share the services of a single tax assessor.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1, *et. seq.*, Wildwood and North Wildwood agree as follows:

1. **INCORPORATION OF PREAMBLE.** All of the provisions of the preamble that is set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.

2. **DESIGNATION OF TAX ASSESSOR; NATURE AND EXTENT OF SERVICES TO BE PROVIDED.**

a. **Designation of Tax Assessor; Services to be Provided.** N.J.S.A. 40A:9-146 provides that the governing body or chief executive, as appropriate to the form of government of the municipality, shall provide for the appointment of a tax assessor. N.J.S.A. 40A:9-148.1 provides that every municipal tax assessor shall hold a tax assessor certificate that is provided for in N.J.S.A. 54:1-35.25, *et. seq.* Jason Hesley, CTA is the holder of a tax assessor certificate and, pursuant to N.J.S.A. 40A:9-146, and as permitted by N.J.S.A. 40A:9-146.4, he has been appointed Municipal Tax Assessor in both Wildwood and North Wildwood. For the purposes of this Agreement, Jason Hesley, CTA is the designated “Tax Assessor.”

The Tax Assessor shall perform for Wildwood and for North Wildwood all of the duties customarily performed by duly appointed tax assessors in New Jersey municipalities without regard to whether those duties are required by statute, administrative regulations, such rules and regulations that may be promulgated by the New Jersey Division of Taxation and/or by the Cape May County Board of Taxation, the ordinances of Wildwood or North Wildwood or the personnel policies of Wildwood or North Wildwood.

b. **Tax Assessor's Remuneration and Benefits.** So long as this Agreement is in effect, the Tax Assessor shall be a full-time employee of Wildwood. The Tax Assessor's salary for 2023 shall be \$116,500. Wildwood shall provide the Tax Assessor with such health benefits, pension plan participation, vacation time, sick time and such other fringe benefits as would be provided to the Tax Assessor were this Agreement nonexistent. For each year that this Agreement remains in effect the salary of the Tax Assessor, as an employee of the City of Wildwood, shall be increased in accordance with the salary ordinance and customary budgeting procedures of the City of Wildwood.

3. **STAFFING; MAINTENANCE OF RECORDS.**

a. **Staffing.** Wildwood and North Wildwood independently shall staff their respective Tax Assessor's offices with such personnel and/or deputy tax assessors as each governing body, in its sole and absolute discretion, deems appropriate for the needs of their respective municipalities.

b. **Maintenance of Records.** All records produced by the Tax Assessor, as required by statute, administrative regulation or otherwise shall be utilized and maintained on file in each of the respective municipal Tax Assessor's offices for which municipality such records have been generated, developed and maintained.

4. **PAYMENT FOR SERVICES.** North Wildwood shall reimburse Wildwood forty percent (40%) of the Tax Assessor's annual salary, health insurance and worker's compensation insurance premiums, municipal pension plan contributions and such other costs that Wildwood incurs on the account of the full-time employment of the Tax Assessor including, by way of further example and not by way of limitation, unemployment and disability insurance expenses, state and federal taxes, FICA expenses, continuing education expenses, association dues and cell phone expenses. North Wildwood reimbursement payments to Wildwood shall be made on a quarterly basis.

5. **PAYMENT PROCEDURE.** Whenever any provision of this Agreement calls for reimbursement or payment of any sum of money by North Wildwood to Wildwood the Wildwood Chief Financial Officer shall furnish to the North Wildwood Chief Financial Officer such written records as will detail the reason that the reimbursement or payment is due and which further details the amount that is due. Upon receipt of such

documentation, the North Wildwood Chief Financial Officer shall provide to the Wildwood Chief Financial Officer an appropriate voucher for the reimbursement or payment to be made. Upon receipt of such a voucher, it shall be executed by the appropriate Wildwood officials and returned to the North Wildwood Chief Financial Officer for processing and payment in accordance with North Wildwood's normal procedures therefore.

6. **ALLOCATION OF TAX ASSESSOR'S TIME.** Except for Saturdays, Sundays and Holidays, the Tax Assessor's office in each municipality shall be open to the public between the hours of 8:30 a.m. and 4:30 p.m. Sixty percent (60%) of the Tax Assessor's services each week shall be allocated to Wildwood and the remaining forty percent (40%) shall be allocated to North Wildwood. Each municipality shall require the Tax Assessor to maintain accurate daily time records that reflect the amount of time that the Tax Assessor allocates to each municipality on a daily basis. The Tax Assessor shall not divide time in any one work day between municipalities, but shall devote full work days to each municipality with three such days being allocated to Wildwood each week and two such days being allocated to North Wildwood each week. Whenever, by reason of a holiday or otherwise, the work week for either municipality is less than five days then the time allocated to each municipality shall be adjusted for that week at the discretion of the Tax Assessor so long as, at the end of the calendar year, the aforementioned 60/40 split on days allocated to each municipality has been maintained. So as to enable members of the public to both locate and contact the Tax Assessor, each municipality will post at its Tax Assessor's office notice of the hours when the Tax Assessor is available in each municipality. Notwithstanding the provisions of this paragraph, the Tax Assessor's allocation of time to the respective municipalities may be adjusted by the Tax Assessor if necessary by reason of the need to assist the City Clerk of either municipality in gathering and compiling records so that the City Clerk can respond to a request for records that is received by that Clerk under the provisions of the Open Public Records Act (N.J.S.A. 47:1A-1, *et. seq.*) within the time constraints imposed by those statutes.

7. **INSURANCE.** Wildwood and North Wildwood acknowledge that they are members of the Atlantic County Joint Insurance Fund and agree to remain insured by said entity so long as this Agreement is in effect.

8. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Each municipality shall defend (and assume all costs, expenses and attorney's fees incurred in connection with such defense), indemnify and save harmless the other municipality, the other municipality's elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney's fees incurred and claims or demands of any nature whatsoever that is/are made or brought against the other municipality, its elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality which arise out of or is alleged to

have arisen out of or to have been caused in any manner whatsoever by reason of the performance of services by the Tax Assessor to or on behalf of either municipality.

9. **EFFECTIVE DATE; INITIAL TERM; TERMINATION.** This Agreement shall be approved by Resolution of the governing bodies of Wildwood and North Wildwood duly adopted in accordance with law at public meetings held in accordance with the provisions of the Open Public Meetings Act and the provisions of the Uniform Shared Services and Consolidation Act. Upon execution of this Agreement on behalf of both parties hereto, the effective date of this Agreement shall be January 1, 2023. The initial term of this Agreement shall end on December 31, 2023, but, in the absence of this Agreement being terminated in accordance with the procedures set forth herein, this Agreement shall be extended from year to year, on the same terms and conditions set forth herein. The last renewal, however, shall expire no later than December 31, 2025. Either party may terminate this Agreement, without cause, by providing written notice to the Municipal Clerk of the other party served personally or by certified mail, return receipt requested (effective on the date of posting with postage prepaid) no later than October 31 of the year in which this Agreement is set to expire or immediately upon written notice in the event of a breach of this Agreement. In the event that the Tax Assessor ceases to be employed by Wildwood on a full-time basis, then Wildwood shall provide immediate notice of that fact to North Wildwood whereupon this Agreement immediately shall be deemed cancelled and the parties shall have no further obligation to one another.

10. **MICSELLANEOUS.**

a. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they immediately will meet and make a good faith effort to resolve said dispute. In the event that the dispute cannot be resolved amicably then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.

b. **Full Agreement; No Oral Modification.** This Agreement is a full statement of the agreements and understandings of the governing bodies of Wildwood and North Wildwood. This Agreement is not subject to oral modification and may be changed only by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.

c. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

d. **Severability of Terms.** If any term or provision of this Agreement, to any extent, shall be determined by a court of competent jurisdiction to be invalid or

unenforceable then it shall be severable and the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.

e. **No Waiver of Breach or of Remedies.** No waiver by a municipality of any breach of this Agreement or of any representation hereunder by the other municipality shall be deemed to be a waiver of any other breach by the other municipality (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a municipality after any breach by the other municipality shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other municipality whether or not the first municipality knows of such breach at the time it accepts such performance. No failure or delay by a municipality to exercise any right it may have by reason of the default of the other municipality shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first municipality while the other municipality continues to be so in default. Any remedy that either municipality may have by reason of a breach of any provision of this Agreement by the other municipality at all times shall be preserved and may not be waived.

(f) **Joint Preparation.** This Agreement (and all exhibits thereto) is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks the day and year first written above to be effective on the date defined by this Agreement.

CITY OF WILDWOOD

ATTEST:

\_\_\_\_\_  
Christopher Wood, RMC, City Clerk

\_\_\_\_\_  
Pete Byron, Mayor

ATTEST:

THE CITY OF NORTH WILDWOOD

\_\_\_\_\_  
W. Scott Jett, RMC, City Clerk

\_\_\_\_\_  
Patrick T. Rosenello, Mayor

CITY OF NORTH WILDWOOD
Cape May County, New Jersey

RESOLUTION

AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
BOARDWALK SPECIAL IMPROVEMENT DISTRICT PERTAINING TO
BOARDWALK BATHROOM MAINTENANCE SERVICES

WHEREAS, pursuant to the authority conferred upon the City of North Wildwood by N.J.S.A. 40:56-65, et. seq., North Wildwood City Council adopted Ordinance 1263 pursuant to which the Boardwalk Special Improvement District was established; and
WHEREAS, Ordinance 1263 has been codified in the Code of the City of North Wildwood at §270-12, et. seq.; and
WHEREAS, pursuant to §270-17 of the Code of the City of North Wildwood the BSID was designated as the "District Management Corporation" (See N.J.S.A. 40:56-67c) for the District; and
WHEREAS, N.J.S.A. 40:56-86 defines the BSID as a "contracting unit" within the meaning of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.; and
WHEREAS, North Wildwood is a "contracting unit" within the meaning of the Local Public Contracts Law; and
WHEREAS, N.J.S.A. 40A:65-4 authorizes any "local unit" to enter into an agreement with any other "local unit" to provide or receive services pursuant to any provisions of those statutes known as the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq.; and
WHEREAS, under the Uniform Shared Services and Consolidation Act "local unit" as defined as "Contracting Unit" within the meaning of the Local Public Contracts Law; and
WHEREAS, the North Wildwood Boardwalk falls under the jurisdiction of both the City and BSID; and
WHEREAS, North Wildwood owns several public restrooms on the North Wildwood Boardwalk and the previous Shared Services Agreement for maintenance of those restrooms during the summer months will expire on December 31, 2022; and
WHEREAS, the proposed Shared Services Agreement (annexed as Exhibit "A") for bathroom maintenance services is competitive with the previous, expired Agreement for boardwalk bathroom maintenance services and provides for a one-year contract with annual optional renewals, the last of which shall expire no later than December 31, 2032.

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

- 1) All of the allegations of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
2) On behalf of the City of North Wildwood, the President of Council and City Clerk be and they hereby are authorized to enter into an Shared Services Agreement with the BSID for boardwalk bathroom maintenance services in an amount not-to-exceed \$30,000.00 for 2023, with annual renewal options and annual cost adjustments described in the Shared Services Agreement annexed hereto as Exhibit "A."
3) This Resolution shall only become effective when a copy of the Certification of Availability of Funds prepared by the Chief Financial Officer of this City is attached hereto.

OFFERED BY: SECONDED BY:
I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4th day of October, 2022.

Dated: October 4, 2022 Signed: W. Scott Jett, City Clerk

APPROVED: Salvatore Zampirri, President of Council

Table with 4 columns: Aye, Naye, Abstain, Absent. Rows include Tolomeo, Rullo, Kane, Del Conte, Koehler, Bishop, Zampirri.

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**SHARED SERVICES AGREEMENT**  
**BETWEEN THE CITY OF NORTH WILDWOOD AND THE BOARDWALK**  
**SPECIAL IMPROVEMENT DISTRICT PERTAINING TO NORTH**  
**WILDWOOD BOARDWALK BATHROOM MAINTENANCE SERVICES**

•

THIS AGREEMENT made this 4<sup>th</sup> day of October, 2022, is made by and between the **CITY OF NORTH WILDWOOD** (hereinafter “North Wildwood”), a municipality organized and existing by and in accordance with the laws of the State of New Jersey, and the **BOARDWALK SPECIAL IMPROVEMENT DISTRICT** by and through the **DISTRICT MANAGEMENT CORPORATION** (herein collectively referred to as “BSID”), a special improvement district organized and existing by and in accordance with the Laws of the State of New Jersey and the ordinances of the cities of North Wildwood and Wildwood;

**WITNESSETH:**

**WHEREAS**, pursuant to the authority conferred upon the City of North Wildwood by N.J.S.A. 40:56-65, *et. seq.*, North Wildwood City Council adopted Ordinance 1263 pursuant to which the Boardwalk Special Improvement District was established; and

**WHEREAS**, Ordinance 1263 has been codified in the Code of the City of North Wildwood at §270-12, *et. seq.*; and

**WHEREAS**, pursuant to §270-17 of the Code of the City of North Wildwood the BSID was designated as the “district management corporation” (See N.J.S.A. 40:56-67c) for the District; and

•

**WHEREAS**, N.J.S.A. 40:56-86 defines the BSID as a “contracting unit” within the meaning of the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et. seq.*; and

**WHEREAS**, North Wildwood is a “contracting unit” within the meaning of the Local Public Contracts Law; and

**WHEREAS**, N.J.S.A. 40A:65-4 authorizes any “local unit” to enter into an Agreement with any other “local unit” to provide or receive services pursuant to the provisions of those statutes known as the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*; and

**WHEREAS**, under the Uniform Shared Services and Consolidation Act “local unit” is defined as “contracting unit” within the meaning of the Local Public Contracts Law; and

**WHEREAS**, the North Wildwood Boardwalk falls under the jurisdiction of both North Wildwood and BSID; and

**WHEREAS**, North Wildwood owns several public restrooms on the North Wildwood Boardwalk and its prior service Agreement for maintenance of those restrooms during the summer months will expire on December 31, 2022; and

**WHEREAS**, the BSID has provided North Wildwood with a proposal for bathroom maintenance services which is competitive with North Wildwood’s prior Agreements for boardwalk bathroom maintenance services; and

**WHEREAS**, the parties hereto have determined through their respective governing bodies that this Agreement is fair and equitable and serves the best interests of the health and welfare of the residence of and visitors to the City of North Wildwood.

**NOW, THEREFORE**, for and in consideration of the exchange of the mutual covenants and conditions and such other consideration as is set forth in this Agreement



the City of North Wildwood and the Boardwalk Special Improvement District, by and through the District Management Corporation, agree as follows:

1. **Preamble.** All of the statements of the preamble are incorporated herein and are made a part hereof by this reference thereto as though set forth at length.

2. **Nature and Extent of Services to be Provided.** BSID will provide the necessary personnel to clean and restock the public restroom facilities that are located at 25<sup>th</sup> and the Boardwalk and 15<sup>th</sup> and the Beach in the City of North Wildwood during the times set forth hereinafter. North Wildwood will open both of those facilities every morning and will provide all supplies necessary to clean properly those facilities. BSID will be responsible for providing cleaning personnel and oversight of those individuals. BSID will close the 15<sup>th</sup> Street facility at approximately 6:00 p.m. nightly, except during certain special events. BSID will clean the bathrooms according to the following schedule:

**May 19 through June 23 and September 11 through October 1:**

Monday - Thursday: Check and restock the bathrooms 3 times per day and close them at 6:00 p.m.

Friday - Sunday: 10:00 a.m. until one-half hour after piers close: check and restock the bathrooms 14 times per day and close them one-half hour after piers close.

**June 24 through September 10:**

Daily: 10:00 a.m.-until one-half hour after piers close: check and restock bathrooms a minimum of 14 times per day.

3. **Payment for Services; Initial Term; Term Extensions; Termination.**

For the performance of the services described in this Agreement, North Wildwood shall pay, and BSID shall accept as full compensation for all services performed by BSID under this Agreement, the sum of thirty thousand (\$30,000.00) dollars to be paid in five

(5) equal installments on the first day of June 2023, July 2023, August 2023, September 2023 and October 2023.

The initial term of this Agreement begins on January 1, 2023 and shall expire on December 31, 2023, however, upon the expiration of the initial term, the parties may agree to extend the term of the Agreement from year to year, on the same terms as conditions (excepting payment as described below), but the last renewal shall expire no later than December 31, 2032. Renewals of this Agreement as aforesaid shall be evidenced by duly adopted resolutions of the governing bodies of the parties hereto and no renewal of this Agreement shall be effective unless there is annexed to the North Wildwood resolution a certification of the availability of funds prepared by the Chief Financial Officer of the City of North Wildwood.

In the event that this Agreement is renewed as described above, the payment amount due from North Wildwood to BSID for each succeeding year will be the sum of 100% of the previous year's payment plus the cost of inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) issued by the U.S. Bureau of Labor Statistics for the previous twelve months (November through October), that amount to be paid in five equal installments on the first day of June, July, August, September and October of the renewal year. The City Clerk shall inform the BSID and the Chief Financial Officer of the City of North Wildwood by December 1 of the amount to be paid for the following year.

This Agreement has been approved by resolutions of the governing bodies of the local units. Notwithstanding the foregoing, this Agreement may be sooner terminated by the adoption of an appropriate resolution duly adopted in accordance with law by the

governing body of either party to this Agreement after 60 day notice of consideration of such a resolution is transmitted to the other party. In the event of termination, the monetary consideration due and payable under the terms and conditions of this Agreement shall be pro-rated appropriately.

4. **Insurance.** BSID shall purchase and maintain, at its sole cost and expense, insurance as follows:

a. **Worker's Compensation and Employer's Liability Insurance** - Covering all of the BSID's employees directly or indirectly engaged in the performance of activities in furtherance of this Agreement and this insurance shall comply with the statutory requirements of the State of New Jersey.

b. **Periods of Coverage** - All policies of insurance required under this Agreement shall remain in full force and effect until such time as the term of this Agreement or any extension thereof comes to an end.

c. **Certificates** - A certificate of insurance made out to North Wildwood relating to all required insurance coverage must be filed with North Wildwood before this Agreement is signed on behalf of North Wildwood. All policies of insurance must provide for thirty (30) days prior written notice to North Wildwood of policy cancellation or material change.

5. **Indemnification and Hold Harmless Agreement.** BSID shall release, indemnify, save harmless and defend the City of North Wildwood, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of North Wildwood from and against all claims for losses, damage or injury,

including personal injury, death and/or property loss, costs, attorney's fees, expense claims or demands, including, but not limited to, all suits or actions of every kind or description brought against the City of North Wildwood, either individually or jointly with BSID, which arises out of or is alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the performance of any work pursuant to or in connection with this Interlocal Services Agreement or by reason of the management or control or operation thereof, whether caused by the alleged negligence of the BSID, its agents or employees, or otherwise and which claim is made by or on behalf of the BSID, any agent or employee of BSID, any guest of BSID, any business invitee of BSID or by any person whomsoever they may be. This indemnification and hold harmless Agreement shall apply in all instances whether the City of North Wildwood, as well as its elected and appointed officials, agents and employees, is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising in whole or in part from any of the issues emanating from the original cause of action or claim.

6. **Miscellaneous.**

a. **Employees.** Employees of North Wildwood, when rendering any service in furtherance of the terms of this Agreement shall not be considered employees of the BSID for Worker's Compensation Insurance purposes, supervisory purposes or any other purpose. Similarly, employees of the BSID, when rendering any service in furtherance of this Agreement shall not be considered employees of North Wildwood for Worker's Compensation Insurance purposes, supervisory purposes or any other purpose.

b. **Governing Law; Mediation of Dispute; Litigation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey. As to any dispute or conflict arising out of this Agreement, the parties hereto shall attempt to resolve the same by way of mediation. As to any such mediation, the parties shall attempt to select one mutually agreed upon mediator to conduct the mediation; however, in the event that the parties cannot agree to one mediator, then each party shall choose one mediator and those two mediators then shall choose a third mediator and the mediation shall be conducted by those 3 mediators. If any dispute and/or conflict arising out of this Agreement cannot be settled by mediation than any litigation arising out of this Agreement shall be conducted in the Superior Court of New Jersey, Cape May County.

c. **Damage to Property.** Any damage that is done to any private property (real, personal or otherwise) or to any City of North Wildwood property (real, personal or otherwise) must be reported to the City of North Wildwood Director of Public Works and to the City of North Wildwood City Administrator within twenty four (24) hours of the occurrence of the incident resulting in said damage. As to any such damage caused by BSID or its employees, it is the sole responsibility of BSID to provide for repair or replacement, as the case may be, of the damaged property.

d. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

e. **Attorney Review.** North Wildwood and BSID acknowledge that they have had adequate opportunity to review the contents of this Agreement with their respective legal counsel and have executed this Agreement with full and complete understanding of its

terms. North Wildwood and BSID further agree that no inference concerning the meaning or interpretation of this contract shall be drawn based upon the fact that it has been drafted by North Wildwood's legal counsel.

f. **Filing with Division of Local Government Services.** As Required by N.J.S.A. 40A:65-4b, a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

7. **Notices.** All notices shall be given in writing and shall be delivered personally or by certified mail, return-receipt requested as follows:

a. If to North Wildwood, address to City of North Wildwood, 901 Atlantic Avenue, North Wildwood, New Jersey, 08260, Attention: City Administrator.

b. If to BSID, address to: Wildwoods Boardwalk Special Improvement District, PO Box 1135, Wildwood, NJ 08260.

8. **Effective Date.** The effective date is the earliest date following adoption of the appropriate enabling resolution by the governing body of each respective party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

**CITY OF NORTH WILDWOOD**

Attest: \_\_\_\_\_  
W. Scott Jett, City Clerk

By: \_\_\_\_\_  
Salvatore Zampirri, President of Council

**DISTRICT MANAGEMENT CORPORATION**

Attest: \_\_\_\_\_  
Secretary

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

## ACKNOWLEDGMENT

State of New Jersey, County of Cape May

I am a Notary Public in and for the State of New Jersey, an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On \_\_\_\_\_, 2022, **W. SCOTT JETT** (from now on called the "Witness") appeared before me in person. The Witness was duly sworn by me according to law under oath and stated and proved to my satisfaction that:

1. The Witness is the City Clerk of the City of North Wildwood.
2. **SALVATORE ZAMPIRRI**, the officer who signed this Agreement, is the President of Council of the City of North Wildwood.
3. The making, signing, sealing, and delivery of this Agreement has been duly authorized by a proper resolution of the North Wildwood City Council.
4. The Witness knows the seal of the City of North Wildwood. The seal affixed to this Agreement is the seal of the City of North Wildwood. The seal was affixed to this Agreement by the City Clerk. The President of Council signed and delivered this Agreement as and for the voluntary act and deed of the City of North Wildwood. All this was done in the presence of the Witness who signed this Agreement as attesting witness. The Witness signs this proof to attest to the truth of these facts.

---

Notary Public of New Jersey  
My Commission Expires:

### ACKNOWLEDGMENT

State of New Jersey, County of Cape May

I am a Notary Public in and for the State of New Jersey, an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On \_\_\_\_\_, 2022, \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is an officer of **DISTRICT MANAGEMENT CORPORATION**, the corporation named in this Agreement;
- b) this Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its officers;
- c) this person knows the proper seal of the company, which was affixed to this Agreement;
- d) this person signed this proof to attest to the truth of these facts; and

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission Expires:



# CITY OF NORTH WILDWOOD

Cape May County, New Jersey

## RESOLUTION

### **AMENDING RESOLUTION NO. 62-22 – APPROVING AND AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT FOR CONSTRUCTION OFFICIAL BETWEEN THE CITY OF NORTH WILDWOOD AND THE TOWNSHIP OF MIDDLE AND AUTHORIZING AMENDMENT TO SAID SHARED SERVICES AGREEMENT**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., authorizes municipalities to enter into agreements for the exchange and sharing of services; and

**WHEREAS**, Dan Speigel currently serves as the Construction Official, Fire Official and Zoning Official of the City of North Wildwood; and

**WHEREAS**, resulting from a recent vacancy in their Construction Office, Middle Township has expressed interest in entering into a Shared Services Agreement with the City of North Wildwood for part-time Construction Official Services; and

**WHEREAS**, in an effort to assist a neighbor municipality and in accordance with the Uniform Shared Services Act, North Wildwood is agreeable to a Shared Services Agreement with Middle Township for Construction Official on a part-time schedule; and

**WHEREAS**, on January 18, 2022 Council approved said Shared Services Agreement, with an initial expiration date of December 31, 2022, via adoption of Resolution No. 62-22; and

**WHEREAS**, on February 15, 2022 Council approved an amendment of Resolution No. 62-22 and said Shared Services Agreement, amending the term of said Agreement to four years, via adoption of Resolution No. 73-22; and

**WHEREAS**, said Resolution and Agreement must be amended to specify the annual payments by Middle Township to the City of North Wildwood during the four-year term of office of the Construction Official.

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

1. All of the statements of the preamble hereto are repeated and incorporated herein by this reference thereto as though the same were set forth at length.
2. Paragraph 5 of the Shared Services Agreement is hereby amended so as to read:  
“During the term of this Agreement, Middle Township agrees to pay the City of North Wildwood the following amounts, in equal monthly payments, for the services of Speigel as the Construction Official in Middle Township:

2022 - \$55,000  
2023 - \$68,250  
2024 - \$71,663  
2025 - \$75,256”

3. This resolution shall be annexed to and made part of Resolution No. 62-22.



CITY OF NORTH WILDWOOD
Cape May County, New Jersey

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") owns and operates a solid waste 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 CMCMUA's System is comprised of the CMCMUA's Secure Sanitary Landfill, Solid Waste Transfer Station, and Intermediate Processing Facility, as well as several recycling operations and programs; and

WHEREAS, the City of North Wildwood 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 of North Wildwood and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste which will expire on December 31, 2022 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" (the "Existing Agreement"); and

WHEREAS, the City of North Wildwood and the Authority desire to enter into a new agreement and to fix the expiration date of the said Agreement to occur on December 31, 2023; and

WHEREAS, the Authority has offered the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" to the City of North Wildwood in order to more effectively provide and continue to offer municipalities within Cape May County the use of the CMCMUA's Solid Waste System from January 1, 2023 through December 31, 2023; 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, 2023; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. 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 Mayor and Council of the City of North Wildwood, in the County of Cape May, State of New Jersey, that the Mayor and City Clerk are hereby authorized to execute a Shared Services Agreement for Solid Waste Disposal and Recycling Services, which shall be attached to and made part of this resolution, with the Cape May County Municipal Utilities Authority, and which shall become effective on January 1, 2023 and maintained on file in the Office of the City Clerk.

OFFERED BY: SECONDED BY: \*\*\*\*\*

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4th day of October, 2022.

Dated: October 4, 2022 Signed: W. Scott Jett, City Clerk

APPROVED: Patrick T. Rosenello, Mayor

Table with 2 columns: Names (Tolomeo, Rullo, Kane, Del Conte, Koehler, Bishop, Zampirri) and Voting Options (Aye, Naye, Abstain, Absent).

CITY OF NORTH WILDWOOD
Cape May County, New Jersey

RESOLUTION

AUTHORIZING AGREEMENT FOR THE SALE OF SURPLUS EQUIPMENT
FROM THE CITY OF NORTH WILDWOOD TO THE CITY OF WILDWOOD

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A: 11-36 pertains to the sale or disposition by a contracting unit of personal property not needed for public use; and

WHEREAS, N.J.S.A. 40A:11-36(2) provides that "contracting unit need not advertise for bids when it makes such sale to the United States, the State of New Jersey, another contracting unit or to any body politic to which contributes tax raised funds," and

WHEREAS, the City of North Wildwood Department of Public Works has determined that a surplus Barber 600HD Beach Rake in its possession is of little or no value to the City and, consequently, desires to transfer title of the vehicle to the City of Wildwood Department of Public Works for the total sum of \$1.00; and

WHEREAS, the Barber 600HD Beach Rake is Asset #000534, VIN #1475; and

WHEREAS, City of Wildwood has agreed to purchase the Barber 600HD Beach Rake for the sum of \$1.00 and the City of Wildwood Chief Financial Officer has certified the availability of funds; and

WHEREAS, the City of North Wildwood satisfactorily has met the conditions prescribed and required by N.J.S.A. 40A:11-36(2) thus enabling a direct sale for the sum total of \$1.00 to the City of Wildwood for the surplus Barber 600HD Beach Rake described hereinabove, in that the City of North Wildwood and the City of Wildwood are both contracting units within the State of New Jersey and the subject of the sale is not needed for public use by the City of North Wildwood.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Wildwood, in the County of Cape May, State of New Jersey, as follows:

- 1. All of the statement of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
2. In accordance with the provisions of N.J.S.A. 40A:11-36(2), ownership of a surplus Barber 600HD Beach Rake, Asset #000534, VIN #1475, presently in the possession of the City of North Wildwood, be and the same hereby is authorized to be sold by the City of North Wildwood to the City of Wildwood for the total sum of \$1.00.
3. That the appropriate officials of the City of North Wildwood be and they are hereby authorized, empowered, and directed to execute any and all required documents necessary to conclude the sale of the aforesaid Barber 600HD Beach Rake, said execution to permit the physical transfer of said Barber 600HD Beach Rake to the City of Wildwood as expeditiously as possible.

OFFERED BY: SECONDED BY:

STATE OF NEW JERSEY COUNTY OF CAPE MAY
I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4th day of October, 2022.

Dated: October 4, 2022 Signed: W. Scott Jett, City Clerk

Approved: Patrick Rosenello, Mayor

Table with 10 columns: Name, Aye, Nay, Abstain, Absent, Name, Aye, Nay, Abstain, Absent. Rows include Tolomeo, Koehler, Rullo, Bishop, Kane, Zampirri, Del Conte.

RESOLUTION #

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AWARDING CONTRACT FOR RESIDENTIAL, COMMERCIAL, MUNICIPAL & INSTITUTIONAL SOLID WASTE & RECYCLABLE MATERIAL COLLECTION SERVICE

WHEREAS, bids were received by the City Clerk at the North Wildwood City Hall on September 21, 2022 for a contract for Residential, Commercial, Municipal & Institutional Solid Waste & Recyclable Materials Collection Service; and

WHEREAS, Pineland Construction, LLC of Sea Isle City, New Jersey was the lowest bidder; and

WHEREAS, the City Solicitor has reviewed the bid of Pineland Construction, LLC and is satisfied that the bidder complied with the instructions to bidders and the conditions of the award; and

WHEREAS, the Director of Public Works and the City Administrator are satisfied that Pineland Construction, LLC is a qualified bidder and contractor; and

WHEREAS, the City Solicitor and City Administrator have recommended award of the subject contract Pineland Construction, LLC of Sea Isle City, New Jersey.

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

- 1) All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) The contract for Residential, Commercial, Municipal & Institutional Solid Waste & Recyclable Materials Collection Service hereby is awarded to Pineland Construction, LLC of Sea Isle City, New Jersey for a cost of \$4,043,950.00 (2023-\$808,790.00; 2024-\$808,790.00; 2025-\$808,790.00; 2026-\$808,790.00; 2027-\$808,790.00) all in accordance with the bid documents on file in the office of the City Clerk. The contract is for five years. The contract that is being awarded by this Resolution is designated in the bidding materials as Option No. 1 which, in addition to the foregoing contract amounts, includes dumpster pull prices and 96 gallon tote pick-up prices as follows: 30 cubic yard dumpsters-\$225.00; 7 cubic yard dumpsters-included in bid price; 2 cubic yard dumpsters-included in bid price; 96 gallon totes-included in bid price.
- 3) On behalf of the City of North Wildwood, the Mayor and City Clerk be and they hereby are authorized and directed to sign the contract that was included with the contract bidding materials and to deliver same to Pineland Construction, LLC of Sea Isle City, New Jersey, for execution and return.
- 4) This award of contract is contingent upon receipt of a certification of funds from the City's Chief Financial Officer in the amount of \$4,043,950.00 (2023-\$808,790.00; 2024-\$808,790.00; 2025-\$808,790.00; 2026-\$808,790.00; 2027-\$808,790.00).

OFFERED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

I, W. Scott Jett, City Clerk of the City of North Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Mayor and Council of the City of North Wildwood at a meeting duly held on the 4th day of October, 2022.

Dated: October 4, 2022 Signed: \_\_\_\_\_ W. Scott Jett, City Clerk

APPROVED: \_\_\_\_\_ Patrick T. Rosenello, Mayor

Aye Naye Abstain Absent				Aye Naye Abstain Absent			
Tolomeo				Koehler			
Rullo				Bishop			
Kane				Zampirri			
Del Conte							

7.4.

C O N T R A C T  
CITY OF NORTH WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY  
FOR  
COLLECTION, HAULING AND DISPOSAL OF  
RESIDENTIAL, COMMERCIAL, MUNICIPAL & INSTITUTIONAL  
SOLID WASTE AND RECYCLING

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2023 by and between the City of North Wildwood, a municipality formed under the laws of the State of New Jersey, hereinafter designated as the "Owner" and having its principal place of business at 901 Atlantic Avenue, North Wildwood, New Jersey, 08260, and Pineland Construction, LLC, hereinafter designated as the "Contractor" and having its principal place of business at 300 77<sup>th</sup> Street, Sea Isle City, NJ 08243.

WITNESSETH: For and in exchange of the covenants and conditions set forth herein and for such monetary consideration as set forth herein, Owner and Contractor agree as follows:

ARTICLE I - DEFINITIONS

Wherever the words defined in this article or pronouns used in their stead occur in this contract and the specifications hereto attached, they shall have the following meanings:

The word "Owner" shall mean the City of North Wildwood or any agency or officer or representative duly authorized to act in its place.

The word "Contractor" shall mean the party above designed entering into this contract for the performance of the work required to be performed under the said contract and the legal representatives of the said party or agents appointed to act for the said party in the performance of the work.

The word "Contract" shall mean, collectively, all of the covenants, terms and stipulations in these articles of agreement and in the supplementary documents which constitute essential parts of the agreement and are hereby made such parts thereof, to wit:

- |   |  |
|---|--|
| · Notice to Bidders                                       | · Uniform Bid Specifications   |
| · Bid Bond  | · Ownership Disclosure Statement   |
| · Certificate of Public Convenience/A-901 Approval Letter | · Statement of Bidder's Qualifications, Experience and Financial Ability |
| · Proposal  | · Performance Bond   |
| · Non-Collusion Affidavit                                 | · Affirmative Action Affidavit   |
| · Vehicle Identification Affidavit                        | · Attachment #2 (Municipal Data)   |
| · Attachment #1 (Mandatory Affirmative Action Language)   | · Attachment #3 (Map)  |
|   | · Attachment #4 (Code of the City of North Wildwood-Chapter 374)         |

The words "Specifications" shall mean, collectively, all of the terms and stipulations contained in the Uniform Bid Specifications.

The words "Contract Documents" shall mean the "Contract" as hereinbefore defined.

Wherever in the Specifications or Contract Documents the words "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation, or decision of the Owner is intended. Similarly, the words "approved," "acceptable" or "satisfactory," or words of like import, shall mean approved by, or acceptable to or satisfactory to the Owner unless another meaning plainly is intended.

## ARTICLE II - WORK TO BE DONE

The Contractor shall perform all work and furnish all materials, tools, labor and equipment necessary, proper and incidental to the completion of all work shown in the Specifications (see copy of proposal attached hereto) or directed in accordance with the stipulations thereof; all to be in the manner, within the time and for the consideration herein stipulated and agreed upon.

## ARTICLE III - WORK SHALL BE IN ACCORD WITH SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the work in a complete and acceptable manner.

a. Discrepancies: Any discrepancies found between the Specifications and work conditions or any inconsistencies or ambiguities in the Specifications immediately shall be reported to the Owner, who, if warranted, promptly shall correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities which are not so corrected shall be done at the Contractor's risk.

b. Adequacy: The complete requirements of the work to be performed under the Contract shall be set forth in the Specifications as supplied by the Owner. The Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon this instrument in order to perform the work in accordance with their combined intent.

c. Conformance: The work must conform with the Specifications and other directions of the Owner as to the quality of the work specified as given from time to time under the terms of this Contract. In no case shall any work in excess of the requirements of the Contract be paid for unless authorized in writing by the Owner or its agents or representatives especially authorized to do so and approved by the Owner.



## ARTICLE V - CONTRACTOR'S REPRESENTATIVES, EMPLOYEES AND OFFICE

The Contractor shall give his personal attention to the faithful prosecution of the work. The Contractor shall at all times be responsible for the conduct and discipline of his employees. Only competent and skilled persons shall be employed on the work, and whenever the Owner shall notify the Contractor in writing that any person on the work is, in his opinion, incompetent, unfaithful or disorderly, or in any other way unsatisfactory, such person immediately shall be discharged from the work and not again employed on it, except with the consent of the Owner.

## ARTICLE VI- RIGHTS AND RESPONSIBILITY OF CONTRACTOR

All work shall be done in strict accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for the means, methods, techniques and procedures for providing a safe place for the performance of the work by the Contractor.

From the commencement of work the Contractor shall be solely responsible for the administration of the work during the term of the Contract, for equipment used and intended to be used in the work and for protection to private and public property. Any injury or damage to the same shall be repaired at the Contractor's expense.

The Contractor shall be responsible for any loss or damage to his equipment and shall carry such insurance covering said loss or damage as is required by the Contract Documents.

## ARTICLE VII - PAYMENT FOR WORK

The Owner shall pay and the Contractor shall accept as full compensation for all work performed by the Contractor under this Contract, and for well and faithfully completing the work and the whole thereof as herein provided the prices set forth in the Contract Documents for the actual quantity of the authorized work done under each item scheduled in the Contract Documents.

The sums due to Contractor during the term of this Contract shall be paid in periodic installments upon the Contractor submitting properly executed vouchers to the Owner's Chief Financial Officer in accordance with the Uniform Bid Specifications and upon the approval of such by the Governing Body thereof. All such requests for progress payments shall be in accordance with the rules, regulations and customary procedures established by Owner. Such vouchers will, under normal circumstances, be processed and paid by the Owner within thirty (30) days of receipt.

No services shall be rendered, nor charges made, which exceed either the purchase order amount or the amount appropriated for such services in the Municipal Budget.

## ARTICLE VIII - LAWS AND REGULATIONS

The Contractor shall keep himself informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work, and all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times himself observe and comply with and shall cause his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner, their officers and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees or subcontractors.

#### ARTICLE IX - ASSIGNMENT AND SUBLETTING

The Contractor shall keep the work under his personal control and shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to the same or any part thereof, without the prior consent in writing of the Owner and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent of the Owner. Consent by the Owner to an assignment of this Contract shall not, in any way, release the Contractor from the conditions, covenants, and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

#### ARTICLE X - OWNER'S RIGHT TO TERMINATE AGREEMENT AND COMPLETE WORK

The Owner shall have the right to terminate this agreement with the Contractor after giving five (5) days written notice of termination to the Contractor in the event of any default by the Contractor.

a. Default by the Contractor: It shall be considered default by the Contractor whenever he shall:

1. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors; or
2. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed schedules and specifications; or
3. Fail to provide competent workmen or personnel or proper equipment or fail to make prompt payment therefor.

b. Completion by the Owner: In the event of termination of the agreement by the Owner because of the default by the Contractor, the Owner may take whatever method and means he may select to complete the work.

c. Payment for Work: Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until a determination is made as to the cost to Owner to complete the Contract. Any money owned to Contractor for work performed but not paid as of the date of termination shall be credited to any damages sustained by Owner as a result of the termination.

#### ARTICLE XI - INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and save and hold harmless the Owner, its consultants, officers, employees and agents or each of them from and against all claims, damages, losses and expenses including all reasonable attorney's fees and legal expenses incurred by the Owner or any of the aforesaid that may result or arise directly or indirectly from or by reason of performance of the work provided for in this contract and from all claims arising out of all actions, inaction, negligence or any other activity perpetrated by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in injury or damages to persons or property.

#### ARTICLE XII - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever other than by a specifically agreed waiver or modification thereof in writing and in the absence thereof no evidence shall be introduced in any proceeding of any oral waiver or modification.

#### ARTICLE XIII - LEGAL ADDRESS AND WRITTEN NOTICES

All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested as follows:

a. If to Owner, address to City of North Wildwood, 901 Atlantic Avenue, North Wildwood, New Jersey, 08260; Attention: City Administrator.

b. If to Contractor, address as listed upon page one of this Contract.

#### ARTICLE XX - TIPPING FEES

The cost for all tipping fees, landfill and contingency taxes shall be paid for by the Owner, including any increases in the tipping fee, as a result of action by state regulatory agencies having jurisdiction therefor.

In order to permit verification of landfill fees, the contractor shall comply with the following:

- a. The contractor shall supply the Owner with the vehicle numbers and sizes in cubic yards of collection equipment operating in the City of North Wildwood. If any changes occur in equipment the contractor immediately shall notify Department of Public Works of the number and size of the vehicle being replaced and the number and size of the replacement vehicle.
- b. On the first workday following a collection day, the contractor shall inform the Owner of the number of trips to the landfill, by vehicle, that occurred on the previous day.
- c. The contractor shall submit with the monthly billing, original landfill receipts which show the vehicle number and the quantity of material by weight being delivered to the landfill.

#### ARTICLE XXI - INSURANCE

In accordance with the Uniform Bid Specifications, as a condition precedent to the Owner's obligation to execute this Contract, the Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Owner showing that the Contractor has obtained all insurance coverages required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors are permitted to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained in this Article entitled "Insurance" or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Owner as an additional insured on such policies. Contractor waives all rights against the Owner in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as an additional insured.

The Contractor acknowledges that the Owner has insurable interests in the project under the Contractor's insurance policies.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide

protection from claims and liabilities which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor or by anyone for whose acts the Contractor may be liable, with companies satisfactory to the Owner, in accordance with the provisions of N.J.A.C. 7:26H-6.17 as follows:

a. If a contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

1. Worker's Compensation – unlimited coverage and in accordance with New Jersey statutes for employer's liability.

2. Comprehensive General and Contractual Liability Insurance Coverage – Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and

3. Comprehensive Automobile Liability Insurance Coverage – Bodily Injury limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.

b. The Insurance Certificate shall list the governing body as additional insured on the Comprehensive General Contractual Liability, Automobile Liability, and Umbrella policies.

c. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty (30) days prior written notice to the contract administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.

d. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

e. Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

f. Periods of Coverage - All policies required under the Contract shall remain in full force and effect until throughout the term of the Contract.

g. Certificates - Certificates of the insurance required above must be filed with the Owner before the Contract is signed on behalf of the Owner. The Certificate(s) must expressly state that,

“All insurance coverages required by the provisions of City of North Wildwood Contract for Collection, Hauling and Disposal of Solid Waste and Recyclables have been provided.” The Certificate of Insurance must expressly state that, “The Blanket Contractual Liability Insurance required in City of North Wildwood Contract for Collection, Hauling and Disposal of Solid Waste and Recyclables is in full force and effect and such insurance covers the Contractor’s liability for occurrences arising under the indemnification clause contained in the Article of the said Contract entitled, “Indemnification and Hold Harmless” to the extent covered by the standard Broad Form Commercial General Liability policy form written in New Jersey (with Blanket Contractual Liability Endorsement).”

h. Copies of the Insurance Policies – may be inspected by the Owner at Contractor’s place of business upon reasonable notice to Contractor.

i. Forms of Policies - all liability insurance shall be on an occurrence basis.

#### ARTICLE XXII - VIOLATIONS AND LIQUIDATED DAMAGES

It is understood that the orderly and proper collection of solid waste and recycling as defined herein, is a matter of service and vital concern to the Owner because of the effect which it has upon the health and welfare of its residents. It is anticipated that, occasionally, minor contractual violations may occur during the course of performance of this contract. These violations shall result in expense to the City of North Wildwood and since such expense is often incapable of prompt and accurate calculation, the following schedule of liquidated damages may be invoked by the Owner whose determination shall be final.

The City of North Wildwood City Administrator or his authorized representative shall notify the Contractor of such violations by the most expeditious means of communication available. If a violation remains uncorrected for a period of more than twenty-four (24) hours the City of North Wildwood City Administrator may make an appropriate deduction from the next payment due in accordance with the following schedule of liquidated damages.

a. Failure of truck and crew to operate over and finish a regular collection route on the route’s regular and normal collection day - \$1000 per day.

b. Failure to collect solid waste or recycling properly out for collection at a specific collection site, or for rejection for the co-mingling of solid waste and recyclable materials to the extent that the collection is rejected for contamination by the Cape May County Municipal Utilities Authority - \$250 per site.

c. Failure to collect solid waste/recycle material properly during festivals or special events - \$250.00/Location or co-mingling violation.

- d. Failure to provide or remove solid waste/recycle containers for festivals or special events - \$250.00/Container.
- e. Failure to collect solid waste material properly at Department of Public Works - \$250.00/Container.
- f. Failure to notify the City for non-collection of trash - \$50.00/Incident.
- g. Using or maintaining trucks in an unsafe, leaking or unsanitary condition - \$ 250 per offense.
- h. Damaging (other than reasonable and normal wear and tear) or carrying away any solid waste receptacle or receptacle for recyclables - \$50 per day.
- i. Failure to clean up any materials spilled or draining from equipment - \$250 per offense, plus reimbursement to the City of North Wildwood for any out-of-pocket costs to the City of North Wildwood incident to cleanup.
- j. Solicitation and/or receipt of gratuity by any employee for any work or service provided - \$100.00/Incident.
- k. Any provision herein to the contrary notwithstanding, Contractor shall indemnify and hold the City of North Wildwood harmless with respect to the imposition of any penalty or fine upon the City of North Wildwood by the Cape May County MUA including but not limited to the manner of delivery and content of material (e.g. commingling of materials otherwise prohibited). Any fines or penalties referred to above shall likewise be deducted in accordance with provisions previously set forth herein.

#### ARTICLE XXIII - ADVERTISEMENT OF COLLECTION SCHEDULES AND ROUTES

The Contractor shall be required to advertise the routes and collection schedules and any emergency changes in the collection schedules in the Wildwood Leader and in the Cape May County Herald and in the Atlantic City Press. The advertisement shall include the areas to be collected and the schedule of days of collection. Changes in collection schedule due to holidays and seasons shall be similarly advertised, at least one (1) week prior to the effective seasonal change or holiday.

#### ARTICLE XXIV - MISCELLANEOUS

- a. Times of Collection - All collections of solid waste and recyclables must occur during the hours designated in the Specifications.

- b. Multi-Family Developments - The contractor is responsible to pickup private dumpsters from multi-family residential developments.
- c. Incomplete Collections - If for any reason, the Contractor is unable to complete collections in any given day, he must complete the collections on the following day. Whenever the Contractor is unable to complete collections on any given day, he shall immediately notify the North Wildwood Director of Public Works by telephone.
- d. Missed Collections & Spot Collections - The Contractor shall be responsible for any collections of solid waste or recycling which might be missed on collection day. The Contractor will be required to make spot collections within twenty-four (24) hours after being notified by the Owner.
- e. Complaints - The Contractor shall contact the City of North Wildwood Department of Public Works (Telephone: 522-4646) by telephone or personal contact each day and obtain a report of any complaints which require service.
- f. Weight Limits - In order to maintain the health, safety and welfare of the residents of North Wildwood the Contractor's equipment shall comply with State approved weight limits for bridges in the City.
- g. Special Circumstances - Notwithstanding the contract option selected, whenever residential users who are entitled to protection afforded under the Americans with Disabilities Act ("ADA") or who, due to age or illness, are unable to put solid waste, and recycling containers at the curb, the Contractor will make collections at the rear of the premises and return the containers with their lids to their original location in good condition. This will be done in accordance with a list submitted to the Contractor by the Owner which periodically shall be updated as circumstances require.
- h. Damage to Property - Any damage that is done to any private property (real, personal or otherwise) or to any City of North Wildwood property (real, personal or otherwise) must be reported to the City of North Wildwood Director of Public Works within twenty four (24) hours of the occurrence of the incident resulting in said damage. As to any such damage caused by the Contractor or its employees, it is the sole responsibility of the Contractor to provide for repair or replacement, as the case may be, of the damaged property.
- i. Nonconforming Materials - The Contractor shall not collect material that does comply with the definitions contained in the Contract Documents and/or City of North Wildwood Ordinances. The Contractor shall notify the City of North Wildwood Director of Public Works as to the address wherein such nonconforming



materials are placed for collection by the Contractor within twenty four (24) hours of becoming aware that such nonconforming materials have been placed for collection.

- j. Placement of Containers/Due Care. Containers for solid waste and recyclables, when emptied by the Contractor, shall be replaced upright so as not to impede vehicular or pedestrian traffic. At all times due care shall be exercised when handling containers and at no time shall containers be thrown, kicked, punched or otherwise mistreated or mishandled in such a fashion as to cause damage to the container or the lid therefore.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Attest:

CITY OF NORTH WILDWOOD

\_\_\_\_\_  
W. Scott Jett, City Clerk

By: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

Attest:

\_\_\_\_\_  
Secretary

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

(Affix Seal)

Complete if unincorporated Contractor:

Witness:

\_\_\_\_\_

\_\_\_\_\_

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

- a. He is the City Clerk of the City of North Wildwood;
- b. He well knows the seal of the City of North Wildwood and that the seal affixed to this document is such seal and was affixed to this document by the proper official, Patrick T. Rosenello, who is the Mayor of the City of North Wildwood;
- c. He is the attesting witness to the signing of this contract by the said Mayor of the City of North Wildwood;
- d. This document was signed and delivered by the City of North Wildwood as its voluntary act duly authorized by a resolution of the governing body of the City of North Wildwood.

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New Jersey, County of Cape May

I am a Notary Public in and for the State of New Jersey, an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On \_\_\_\_\_, 2022, \_\_\_\_\_, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person (s) is/are members of \_\_\_\_\_, L.L.C. the limited liability company named in this instrument;
- b) this instrument was signed and delivered by the company as its voluntary act duly authorized by a proper Resolution of its members;
- c) this person knows the proper seal of the company, which was affixed to this instrument;
- d) this person signed this proof to attest to the truth of these facts; and

\_\_\_\_\_  
Notary Public of New Jersey  
My Commission Expires:

6.2 **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Pineland Construction, LLC,  
(Name of Bidder)  
hereinafter called the Principal, as Principal, and Harco National Insurance Company,  
(Name of Surety)  
of P.O. Box 10800, Raleigh, NC 27605

a corporation duly organized under the laws of the State (Commonwealth) of  
Illinois, hereinafter called the Surety, as Surety, on this  
21st day of September, 20 22 are held firmly bound unto the City of  
North Wildwood, hereinafter called the Obligee, in the sum of  
Ten Percent of Amount of Bid Not\* Dollars (\$10% NTE \$20,000.00), for the payment of  
which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

\* to Exceed Twenty Thousand and 00/100

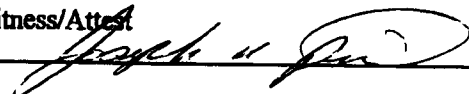
WHEREAS, the Principal has submitted a bid for: **Contract for Residential,  
Commercial, Municipal & Institutional Solid Waste and Recyclable Materials  
Collection Service.**

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the  
Principal shall enter into a contract agreement with the Obligee in accordance with the  
terms of such bid, and give such bonds or bonds as may be specified in the bidding or  
contract documents with good and sufficient surety for the faithful performance of said  
contract and for the prompt payment of labor and material furnished in the prosecution  
thereof or in the event of the failure of the Principal to enter into said contract and give  
such bond or bonds, if the Principal shall indemnify the Obligee against any loss which  
the Obligee may suffer arising by the reason of such failure, however, not exceeding the  
penalty of this bond, then this obligation shall be null and void, otherwise to remain in  
full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety and its bond shall be in no way impaired or affected by an extension of the time  
within which the Obligee may accept such bid; and said Surety does hereby waive notice  
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands  
and seals and such of them as are corporations have caused their corporate seals to be  
affixed and these presents to be signed by their proper officers, the day and year set forth  
above

Witness/Attest

  
Pineland Construction, LLC

Name of Principal

By: 

Witness/Attest

Caitlin C. Baker  
Caitlin C. Baker, Witness as to Surety

Harco National Insurance Company  
Name of Surety

By: Lynn M. Wheelock

Lynn M. Wheelock, Attorney-in-Fact  
Title

6.3 **CONSENT OF SURETY**

In Consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, the receipt of which hereby is acknowledged, Harco National Insurance Company, herein called the Surety, consents and agrees that if a

(Name of Surety)

**Contract for Residential, Commercial, Municipal & Institutional Solid Waste and Recyclable Materials Collection Service**, for which the preceding bid is made, be awarded to Pineland Construction, LLC,

(Name of Bidder)

called the Bidder, the Surety will become bound as surety for its faithful performance and will execute the final bonds required by the specifications and if the Bidder shall omit or refuse to execute such contract when notified of the award thereof then the Surety will pay the City of North Wildwood, 901 Atlantic Avenue, North Wildwood, New Jersey 08260, herein called the Obligee, the difference between the amount of the Bidder's bid or proposal and the lowest amount from a responsible bidder in excess of said bid or proposal for which the Obligee may be able to award said contract within a reasonable time plus any costs incident to readvertising.

Witness/ Attest

Caitlin C. Baker  
Caitlin C. Baker, Witness

Harco National Insurance Company

Name of Surety

By: [Signature]

Title: Lynn M. Wheelock, Attorney-in-Fact

Date: September 21, 2022

# NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

pursuant to N.J.S.A. 2A:44-143  
(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance  
with 31 U.S.C. s9305)

HARCO NATIONAL INSURANCE COMPANY surety on the attached bond hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by Johnson Lambert LLP, 4242 Six Forks Road, Suite 1500, Raleigh, NC 27609, and are included in the Annual Statement on file with the New Jersey Department of Banking and Insurance, 201 West State Street, Trenton, New Jersey.

## HARCO NATIONAL INSURANCE COMPANY

POLICYHOLDERS' SURPLUS at December 31, 2021	872,838,651
DEDUCTIONS for investment in Subsidiary	146,624,592
POLICYHOLDERS' SURPLUS ALLOWED	726,214,059

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2022 is as follows:

## HARCO NATIONAL INSURANCE COMPANY

67,328,000

- (4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.00
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:
- (a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

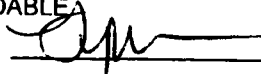
## CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

Lynn M. Wheelock

as Attorney-in-Fact for Harco National Insurance Company

an insurance company domiciled in the State of Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature)

Lynn M. Wheelock

(Printed Name)

**Attorney-in-Fact**

(Title)

September 21, 2022

(Date)



# POWER OF ATTORNEY

Bond # 20220921

## HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**CAITLIN CHRISTINE BAKER, FERNANDA L. DEPAOLANTONIO, JEFFREY R. LONGENECKER,  
LYNN M. WHEELLOCK, ERIC J. FOLLMAN, SR.**

Wayne, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

### CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 21, 2022

A00704

Irene Martins, Assistant Secretary

#### 6.4 OWNERSHIP DISCLOSURE STATEMENT

In accordance with P.L. 1977, c. 33 ((N.J.S.A. 52:25-24.2), corporate and partnership bidders on this Contract must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one of more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every known corporate stockholder, and individual partner, exceeding the 10% ownership criterion, has been listed. If the bidder is neither a corporation nor a partnership, he shall so attest in the spaces provided below. For the purpose of responding to this Ownership Disclosure Statement, a Limited Liability Company shall be considered equivalent to a partnership and as such, bidders must provide the information requested herein regarding ownership.

NAME

Frank Edwardi

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS

300 77th Street  
Sea Isle City, NJ 08243

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note: Add additional pages if necessary.**

**Note: Submit Statement for each member if a Joint Venture.**

Signature of Disclosure Statement in behalf of Partnership:

Name of Partnership

\_\_\_\_\_

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_

General Partner

Date: \_\_\_\_\_

Signature of Disclosure Statement on behalf of Corporation (President and Secretary must sign or corporate resolution authorizing others to sign must be affixed). Affix corporate seals to all resolutions and to the Statement.

Attest:

Name of Corporation:

\_\_\_\_\_

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

Corporate Seal

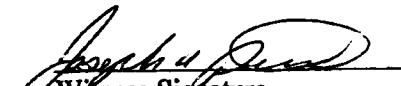
Date: \_\_\_\_\_

Signature of Disclosure Statement in behalf of Limited Liability Company (Managing Member must sign or, if there is no managing Member, Member(s) with authority to bind the Company must sign):

Name of Limited Liability Company

Pineland Construction, LLC

By: \_\_\_\_\_  
Managing Member

  
Witness Signature  
Date: 9/21/22

Signature of Disclosure Statement by Individual Proprietor.

The Bidder is Neither a Corporation nor a Partnership nor a Limited Liability Company.

Witnessed:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Individual Proprietor)

Date: \_\_\_\_\_

6.5 **CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901  
APPROVAL LETTER**

Name: Pineland Construction, LLC.

Complete Address: 300 77th Street  
Sea Isle City, NJ 08243

Telephone Number: (609) 263-1997

Certificate Number: SW2388

Date: 9/21/22

**ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY TOGETHER WITH AN ORIGINAL COPY  
OF A-901 APPROVAL LETTER**

**This Certificate is  
Non-Transferable**



James E. McGreevey  
Governor

State of New Jersey  
Department of Environmental Protection

Bradley M. Campbell  
Commissioner

Division of Solid and Hazardous Waste  
Bureau of Solid Waste Regulation  
PO Box 414  
Trenton NJ 08625-0414

**CERTIFICATE  
of  
PUBLIC CONVENIENCE AND NECESSITY**

**HEREBY ISSUED TO: PINELAND CONSTRUCTION, L.L.C.  
300 77TH STREET  
SEA ISLE CITY, NEW JERSEY 08243**

**SW NUMBER: SW2388**

**FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE  
COLLECTION AS DEFINED IN N.J.S.A. 13:1E-1 ET SEQ IN AND ABOUT THE  
STATE OF NEW JERSEY**

The authority granted shall not exceed that requested in Docket No. **CF2003-032**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL  
OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED  
UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET  
SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR  
SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

Date of Issue: June 27, 2003

Frank Coolick, Assistant Director  
Division of Solid & Hazardous Waste

To Whom It May Concern,

I, Frank Edwardi, acknowledge the attached A-901 approval letter is a copy of the original issued in 2003. Verification of this letter can be crosschecked with Roxanne Feasel, (609) 341-5475, the A-901 unit supervisor for the State of New Jersey.

Frank Edwardi

NAME

President

TITLE



SIGNATURE

9/21/22

DATE

Subscribed and Sworn to before me this 21 day of September, 20 22.

NOTARY PUBLIC OFFICIAL

Amey Clark

My Commission Expires: July 27, 20 25.





State of New Jersey

Department of Environmental Protection

James E. McGreevey  
Governor

Bradley M. Campbell  
Commissioner

*Certified mail*  
*7002 08600000*  
*4502 9661*

Mr. Frank P. Edwardi, Member  
Pineland Construction, L.L.C.  
300 77<sup>th</sup> Street  
Sea Isle City, New Jersey 08243

**JUN -5 2003**

RE: Solid Waste Transporter License  
N.J.S.A. 13: 1E-126 et seq.

Dear Mr. Edwardi:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection.

Based on our review of the aforementioned investigative report, the Department is hereby issuing a Solid Waste Transporter License to:

**PINELAND CONSTRUCTION, L.L.C.**

This letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

You may also be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to the Bureau of Solid Waste Regulation at (609) 984-2080. Any transportation equipment must be registered prior to commencing operations. Questions regarding equipment registration of the above license should be directed to the Bureau of Hazardous Waste Regulation at (609) 292-7081.

Sincerely,

*Norine Binder*

Norine Binder, Chief  
Bureau of Hazardous Waste Regulation

LC: 03/Pineland-S:lc  
c: Harley Williams  
Mike DeTalvo



**State of New Jersey**

James E. McGreevey  
Governor

Department of Environmental Protection

Bradley M. Campbell  
Commissioner

Division of Solid and Hazardous Waste  
Bureau of Solid Waste Regulation  
PO Box 414  
Trenton, NJ 08625-0414  
Tel (609) 984-2080  
Fax (609) 984-6874

IN THE MATTER OF THE APPLICATION OF	)	SOLID WASTE
PINELAND CONSTRUCTION, L.L.C. FOR A	)	ORDER
CERTIFICATE OF PUBLIC CONVENIENCE	)	DOCKET NO. CF2003-032
AND NECESSITY FOR THE COLLECTION OF	)	SW NUMBER SW2388
SOLID WASTE	)	

(SERVICE LIST ATTACHED)

On June 25, 2003 Pineland Construction, L.L.C. a limited liability company formed under the laws of the State of New Jersey with an address of 300 77th Street, Sea Isle City, New Jersey 08243 filed a petition with the Department of Environmental Protection (Department) pursuant to N.J.S.A. 48:13A-6, for a Certificate of Public Convenience and Necessity (Certificate) to engage in the business of solid waste collection.

Pursuant to the provisions of N.J.S.A. 48:13A-6, persons are not permitted to engage in the solid waste collection or solid waste disposal business unless they hold a Certificate, are qualified by experience, training or education, are able to furnish proof of financial responsibility and the proposed collector or disposal system is registered with and approved by the Department.

The Applicant proposes to engage in roll off container service in all counties of New Jersey. The solid waste will be disposed of in accordance with the county's solid waste management plan.

A copy of the applicant's notice of A-901 approval dated, June 5, 2003 meeting the requirements of N.J.S.A. 13:1E-126 et. seq. has been submitted to the Bureau of Solid Waste Regulation. The Applicant has submitted tariff sheets for these services.



After review of the application as filed, the Department FINDS that the applicant has met the necessary requirements as to financial responsibility, experience and training to be granted a Certificate. Therefore, the Department HEREBY AUTHORIZES the issuance of a Certificate identified as SW No. 2388, to engage in the solid waste collection business in New Jersey as specified herein above. Operations authorized herein are subject to the rights and duties of public utilities as set forth in Title 48, New Jersey Statute Annotated and Title 7, New Jersey Administrative Code.

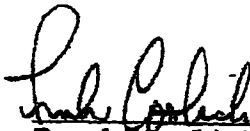
This Order shall not limit, prevent, or in any manner affect the authority of the Department or State to institute any proceeding, civil, criminal, regulatory, or administrative, in any federal or state court or agency with respect to anti-trust, monopoly or restraint of trade issues, "fitness to serve" the existence of effective competition or other activities of the parties to this proceeding. Nor shall this Order limit, prevent, or in any manner affect the authority of the Department, or any federal or state court or agency.

Should the fitness to serve of the applicant be successfully challenged in any legal and/or administrative proceeding, or should the applicant or its owners, officers or employees be found to have violated any statutory or regulatory provision, the Department hereby reserves its right to amend, change, and/or rescind such provisions of this Order, as in its judgement the public good may demand.

Further this Order grants approval to operate only to the extent consistent with the application and supporting documents incorporated and requested herein by reference. Should Pineland Construction, L.L.C. expand the scope of its solid waste operations without providing the Department with the appropriate notice the Applicant shall be subject to penalties and fines pursuant to applicable law.

DATED: June 27, 2003

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BY:



Frank Coolick, Assistant Director  
Division of Solid and Hazardous Waste

Service List

(Pineland Construction, L.L.C. Docket No. CF2003-032  
SW2388

Frank Edwardi  
Pineland Construction, L.L.C.  
300 77th Street  
Sea Isle City, New Jersey 08243  
Telephone: (609) 425-6172  
Fax: (609) 203-1191

Michael DeTalvo, Administrative Analyst 1  
Paula Greenberg, Accountant  
Department of Environmental Protection  
Division of Solid & Hazardous Waste  
Bureau of Solid Waste Regulation  
PO Box 414  
Trenton, NJ 08625-0414

Norine Binder, Chief  
Department of Environmental Protection  
Division of Solid & Hazardous Waste  
Bureau of Hazardous Waste Regulation  
PO Box 414  
Trenton, NJ 08625-0414

Scott Brubaker, Chief  
Department of Environmental Protection  
Bureau of Compliance and Enforcement  
PO Box 407  
Trenton, NJ 08625-0407

Richard Kennedy  
Majory Noval  
Steven Hulse  
Division of Law  
Hughes Justice Complex (7th Floor, West wing)  
25 Market St (7th Floor, West Wing)  
PO Box 093  
Trenton NJ 08625-0093

Lieutenant, Ernest Jones  
810 Bear Tavern Road Suite 310  
West Trenton NJ 08628

James H. Martin, Esq.  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street  
Newark NJ 07101

Tom Sherman, Assistant Director  
Department of Environmental Protection  
Division of Solid Waste & Transfer Facilities  
Bureau of Hazardous Waste Regulation  
PO Box 414  
Trenton, NJ 08625-0414

6.6 **STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY**

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF Capri May } SS.

**SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION SERVICE**

I, Frank Edwardi, am the President  
(Name of Affiant) (Identify relationship to Bidder: Owner,  
Partner, President or other Corporate Officer  
of the Pineland Construction, LLC and being duly sworn, I depose and say:  
(Name of Bidder) LLC

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the City of North Wildwood to award to Pineland Construction the contract for solid waste collection and recycling services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the City of North Wildwood will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the City of North Wildwood may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the City of North Wildwood, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the City of North Wildwood with any information necessary to verify the answers given.

Pineland Construction, LLC President  
Name of Firm or Individual Title  
[Signature] 9/21/22  
Signature Date

Subscribed and sworn to before me this  
21 day of September, 2022.

Amy Clarke  
Notary Public of  
My Commission expires: 7/27/25

Note: A partnership must give firm name and signature of all partners. A Limited Liability Company must give full company name and signature of the managing member or the member(s) who have authority to bind the company. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

### QUESTIONNAIRE

This questionnaire must be filled out and submitted [with] as part of the Bid Proposal for solid waste collection and disposal for the City of North Wildwood. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name? *25 years*
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.  
*PineLand Recycling, LLC.*
3. Has the bidder failed to perform any contract awarded to it by the City of North Wildwood under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.  
*NO*
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the City of North Wildwood in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.  
*NO*
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers. *See attached*
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.  
*See attached* BE-2

**PINELAND CONSTRUCTION, LLC**  
**300 77<sup>th</sup> Street**  
**Sea Isle City, NJ 08243**  
**609-263-1997 Fax 609-263-1199**  
**Demolition, Septic, Excavation, Rolloff Containers, Trash Removal**

**Current Public Entity Contracts**

- Five hundred (500) private subscription residential customers.
- Township of Dennis: \$478,000 year/5 years
- County of Cape May: \$53,920 year/3 years
- Borough of West Cape May: \$85,000 year/5 years
- Township of Maurice River: \$252,000 year/5 years
- Township of Commerical: \$323,700 year/5 years
- Atlantic City Housing Authority: \$12,985 month/9 months
- City of North Wildwood: \$73,303.67 month/8 months

**PINELAND CONSTRUCTION, LLC**  
**300 77<sup>th</sup> Street**  
**Sea Isle City, NJ 08243**  
**609-263-1997 Fax 609-263-1199**  
**Demolition, Septic, Excavation, Rolloff Containers, Trash Removal**

**Questionnaire Question #6**

- Atlantic City Housing Authority emergency contract  
(9) Housing Authority locations with approximately fifty (50) rearload cans serviced on a weekly basis. All materials disposed of at the ACUA. Contract Administrator: Denise Gardy 609-344-1107
  
- City of North Wildwood emergency contract  
Citywide rear load and front load trash and recycling collection for businesses and residences. All materials disposed of at the CMCMUA. Director of Public Works: Doug Norberg 609-522-4646

- (a) Name of contracting unit;
- (b) Approximate population of contracting unit;
- (c) Term of contract from \_\_\_\_\_ to \_\_\_\_\_;
- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.  
*See attached*
8. Where can this equipment described above be inspected?  
*13 Fairway Ct.  
Oceanview, NJ 08230*
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.  
*N/A*
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.  
*N/A*
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.  
*N/A*
12. List the name and address of three credit or bank references.

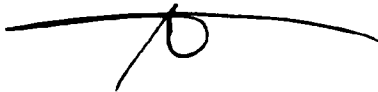


**PINELAND CONSTRUCTION, LLC**  
**300 77<sup>th</sup> Street**  
**Sea Isle City, NJ 08243**  
**609-263-1997 Fax 609-263-1199**  
**Demolition, Septic, Excavation, Rolloff Containers, Trash Removal**

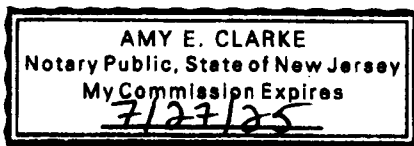
September 21, 2022

I, Frank Edwardi, certify that Pineland Construction, LLC owns all necessary equipment to accomplish the work described in the specifications for the City of North Wildwood Residential, Commercial, Municipal & Institutional Solid Waste & Recyclable Materials Collection Service. All equipment is available for inspection at our site located at 13 Fairway Court, Oceanview, NJ 08230.

Thank you,



Frank Edwardi, President



### **Pineland Construction Vehicle List**

- (1) 2017 Freightliner 25 yard rear load. Five years of service. Excellent condition.
- (2) 2018 International 25 yard rear loads. Three years of service. Excellent condition.
- (2) 2020 Freightliner 25 yard rear load. Two years of service. Excellent condition.
- (1) 2012 Mack 25 yard rear load. Eight years of service. Excellent condition.
- (1) 2013 Mack 25 yard rear load. Seven years of service. Excellent condition.
- (1) 2010 Freightliner 25 yard rear load. Eight years of service. Good condition.
- (2) 2009 Mack 32 yard rear loads. Eight years of service. Good condition.
- (1) 2008 International 25 yard rear load. Ten years of service. Good condition.
- (4) 2006 Mack 32 yard rear load. Ten years of service. Good condition.
- (1) 2002 Mack 32 yard rear load. One year of service. Good condition.
- (5) 2007 Volvo Roll Off Trucks. Three years of service. Excellent condition.
- (2) 2012 Kenworth Roll Off Trucks. Four years of service. Excellent condition.
- (2) 2006 Peterbuilt Roll Off Trucks. Ten years of service. Good condition.
- (1) 2005 Mack Roll Off Trucks. Four years of service. Good condition.
- (1) 2020 Freightliner front load truck. Two years of service. Excellent condition.
- (1) 2019 Mack front load truck. Three years of service. Excellent condition.
- (1) 2008 Expeditior front load truck. Seven years of service. Good condition.
- (1) 2005 Mack front load truck. Ten years of service. Good condition

**PINELAND CONSTRUCTION, LLC**  
**300 77<sup>th</sup> Street**  
**Sea Isle City, NJ 08243**  
**609-263-1997 Fax 609-263-1199**  
**Demolition, Septic, Excavation, Rolloff Containers, Trash Removal**

**Credit and Bank References**

- 1<sup>st</sup> Bank of Sea Isle City  
4301 Landis Avenue, Sea Isle City, NJ 08243
  
- JF Builders  
4601 Landis Avenue, Sea Isle City, NJ 08243
  
- Action Supply  
1413 Stagecoach Road, Oceanview, NJ 08230

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted provided the parent company's financial statement lists the assets of the bidder's company separately.

*See attached*

14. Additional remarks.

**2022 ANNUAL UPDATE**

Please email a scanned copy and retain the original for your records  
or mail the original hard copy ONLY if scanning is not available.  
New Jersey Department of Law & Public Safety Division of Law  
Environmental Permitting and Licensing Section, ATTENTION: A901 Unit  
25 Market Street, P.O. Box 093 Trenton, New Jersey 08625-0093  
Ruth Wells # 609-376-2834 OR Richard Kennedy #609-376-2768  
A901MAIL@LAW.NJDAG.GOV

COMPANY NAME: PineLand Construction LLC.  
ALTERNATE OR TRADE NAMES: \_\_\_\_\_  
MAILING ADDRESS: 300 77th St, Sea Isle City, NJ 08243  
PHYSICAL ADDRESS: Same  
COMPANY PHONE NUMBER: (609) 263-1997 or (609) 425-6172  
COMPANY EMAIL ADDRESS: fpe@seaislerealty.com  
COMPANY WEBSITE: \_\_\_\_\_

**NAME OF PERSON TO BE CONTACTED IN REFERENCE TO THESE FORMS:**

Please Only list an Attorney, Owner, Key Employee or Solid Waste Consultant that can discuss company information (For Overnight Mail Use If Necessary, No PO Boxes)

NAME: Frank P. Edwardi  
TITLE: Owner-President  
OFFICE PHONE: (609) 425-6172 CELL PHONE: \_\_\_\_\_  
EMAIL: fpe@seaislerealty.com

**Only One Email Address**

Please submit this update by November 1, 2021

**INFORMAL INFORMATION**

THE PURPOSE OF THIS FORM IS TO UPDATE THE ORIGINAL DISCLOSURE STATEMENTS THAT YOUR COMPANY FILED WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION. N.J.A.C. 7:26-16.6(C).

YOU **MUST** RESPOND TO EVERY QUESTION, EVEN IF THE ANSWER HAS NOT CHANGED SINCE YOUR LAST UPDATE. INADVERTENT OMISSIONS WILL REFLECT POORLY ON YOUR COMPANY'S RELIABILITY, INTEGRITY COMPETENCY & EXPERTISE AND COULD CONSTITUTE GROUNDS FOR DENIAL OF YOUR A901 APPLICATION OR REVOCATION OF YOUR A901 LICENSE. N.J.S.A. 13:1E-133(A). DELIBERATE CONCEALMENT OF ANY INFORMATION CONSTITUTES GROUNDS FOR IMMEDIATE DENIAL OR REVOCATION. N.J.S.A. 13:1E-134.

PLEASE ANSWER EVERY QUESTION. MOST QUESTIONS HAVE A YES OR NO RESPONSE. IF THAT CHOICE IS NOT AVAILABLE FOR A QUESTION AND THE QUESTION DOES NOT PERTAIN TO YOU PLEASE ANSWER WITH EITHER NO OR NONE. DO NOT LEAVE ANY QUESTIONS BLANK. DO NOT ANSWER ANY QUESTIONS WITH N/A.

INCOMPLETE UPDATE FORMS WILL BE RETURNED. FAILURE TO SUBMIT A COMPLETE ANNUAL UPDATE WILL RESULT IN SUSPENSION OF YOUR NJDEP EQUIPMENT DECALS, FOLLOWED BY DENIAL OF YOUR A901 APPLICATION OR REVOCATION OF YOUR A901 LICENSE. N.J.S.A. 13:1E-128(B), N.J.A.C. 7:26-3.2(F)(1).

IF YOUR COMPANY USES OR PLANS TO USE ANY TRADE NAME OR ALTERNATE NAME, YOU MUST REGISTER THE NAME IN ACCORDANCE WITH N.J.S.A. 14A:2-21 (FOR CORPORATIONS), N.J.S.A. 42:2B-1 (FOR LIMITED LIABILITY COMPANIES) OR N.J.S.A. 42:2A-6.1 (FOR LIMITED PARTNERSHIPS). LIST ALL ALTERNATE NAMES AND ATTACH PROOF OF REGISTRATION.

PLEASE BE ADVISED THAT WE ARE ACCEPTING ELECTRONIC SIGNATURES THIS YEAR ON THE UPDATE.

PREVIOUS TRADE NAMES USED BY COMPANY:

Previously used Name \_\_\_\_\_

From (month/yr) \_\_\_\_\_ Until (month/yr) \_\_\_\_\_

CORPORATE CHARTER

PLEASE PROVIDE A COPY OF YOUR CORPORATE CHARTER. IT CAN BE FOUND AT:  
[HTTPS://WWW1.STATE.NJ.US/TYTR/BRC/JSP/BRCLOGINJSP.JSP](https://www1.state.nj.us/tytr/brc/jsp/brclogin.jsp.jsp) AND SUBMIT A COPY OF THE CERTIFICATE.

PLEASE CHOOSE THE FORM IN WHICH YOU DO BUSINESS BELOW:

LLC



CORPORATION



PARTNERSHIP



SOLE PROPRIETORSHIP

EXISTING REGISTRATIONS/PERMITS/IDSNJDEP TRANSPORTER/HAULER ID #: 22679CPCN #: 2388  
(SOLID OR HAZARDOUS NUMBERS)USDOT #: 1407980 USEPA #: \_\_\_\_\_NJ CORPORATE FILING #: 661217519082X30 DEID #: 22-3758735

PLEASE LIST ALL STATES OTHER THEN NEW JERSEY THAT THE COMPANY IS/WAS LICENSED IN:

INFORMATION HERE: (If more room is necessary you can attach a separate sheet of paper)

STATE

LICENSE NO #:

1.

None

2.

3.

LOCATIONS. Please list ALL physical locations where equipment is stored for use in New Jersey:ADDRESS: 13 Fairway Court, Duanview, NJ 08230DESCRIPTION OF PROPERTY USE Lot with Storage buildingPROPERTY OWNER: Frank Edward Jr.

PLEASE PROVIDE A SUMMARY OF THE WORK YOUR COMPANY HAS DONE, SINCE THE SUBMISSION OF YOUR LAST UPDATE, RELATING TO THE COLLECTION, TRANSPORTATION, TREATMENT, STORAGE, TRANSFER, RECYCLING OR DISPOSAL OF WASTE.

Rolloff Containers-  
for debris/demolition.

**BROKERS AND CONSULTANTS**

UNDER THE UNIT RESOURCES MENU AT NJDEP'S WEBSITE: THE FOLLOWING LINK IS A LIST OF ALL LICENSED BROKERS. [WWW.WASTEDECALS.NJ.GOV](http://WWW.WASTEDECALS.NJ.GOV) WHEN THE WEB PAGE OPENS SCROLL DOWN TO DATA MINER. CHOOSE BROKERS TO SEE THE LIST. PROVIDE A LIST OF ALL BROKERS AND CONSULTANTS YOUR COMPANY CURRENTLY USES? Attach List If More Space is Needed.

1. NAME: None PHONE #: \_\_\_\_\_  
 DESCRIPTION OF SERVICES RENDERED: \_\_\_\_\_  
 2. NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
 DESCRIPTION OF SERVICES RENDERED: \_\_\_\_\_

**EQUIPMENT AND DRIVERS**

HOW MANY PIECES OF EQUIPMENT, AND HOW MANY DRIVERS, DOES YOUR COMPANY USE FOR WASTE TRANSPORTATION IN NEW JERSEY?

SINGLE UNITS \_\_\_\_\_ CABS 7 TRAILERS \_\_\_\_\_  
 CONTAINERS 350 DRIVERS 7

**LEASES**

DO YOU CURRENTLY LEASE EQUIPMENT OR DRIVERS?

YES ☐

NO ☒

IF THE ANSWER IS YES, COMPLETE THE FOLLOWING INFORMATION:

(a) DRIVERS. DOES THE LESSOR LEASE TWENTY OR MORE DRIVERS TO YOUR COMPANY?

YES ☐

NO ☐

(b) EQUIPMENT AND DRIVERS. DOES THE LESSOR LEASE TEN OR MORE PIECES OF EQUIPMENT AND TEN OR MORE DRIVERS TO YOUR COMPANY?

YES ☐

NO ☐

(c) TWENTY PERCENT THRESHOLD. DOES THE LESSOR LEASE TEN OR MORE PIECES OF EQUIPMENT TO YOUR COMPANY AND DOES THAT LEASED EQUIPMENT CONSTITUTE AT LEAST TWENTY PERCENT OF YOUR COMPANY'S TOTAL EQUIPMENT?

YES ☐

NO ☐

IF ANY OF THE COMPANIES LEASE EQUIPMENT OR DRIVERS FROM MEET ANY OF THE THREE CRITERIA ABOVE, THE LICENSEE MUST HAVE THAT LESSOR FILE A BUSINESS CONCERN DISCLOSURE STATEMENT FOR LESSORS, AS WELL AS PERSONAL HISTORY DISCLOSURE STATEMENTS FOR ALL OWNERS, DIRECTORS, OFFICERS AND KEY EMPLOYEES OF THAT LESSOR. N.J.A.C. 7:26-16.6(I), (J) AND (K). <https://www.nj.gov/dep/dshw/a901/a901forms.htm>

1. NAME OF LESSOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE #: \_\_\_\_\_

# OF PIECES OF EQUIPMENT LEASED: \_\_\_\_\_ # OF DRIVERS LEASED: \_\_\_\_\_

PLEASE OBTAIN THE LESSOR'S OPERATING STATUS AND SAFETY RATING FROM USDOT'S SAFER WEBSITE AT [HTTP://SAFER.FMCSA.DOT.GOV/COMPANYSHOT.ASPX](http://SAFER.FMCSA.DOT.GOV/COMPANYSHOT.ASPX) AND PROVIDE THEM BELOW.

OPERATING STATUS: \_\_\_\_\_ SAFETY RATING: \_\_\_\_\_

N.J.A.C. 7:26-3.2(L) REQUIRES YOUR COMPANY TO SELECT LESSORS WITH APPROPRIATE QUALIFICATIONS. LESSORS WITH AN OPERATING STATUS OF OUT-OF-SERVICE OR NOT AUTHORIZED, OR A SAFETY RATING OF UNSATISFACTORY, DO NOT MEET THIS STANDARD. USING LESSORS WITHOUT THESE NECESSARY QUALIFICATIONS IS A VIOLATION OF N.J.A.C. 7:26-3.2(L).

DEFINITION

EMPLOYEES AND ALL NEW INDIVIDUALS PLEASE BE ADVISED THAT ALL NEW INDIVIDUALS MUST SIGN THE ATTACHED CONSENT FORM FOR DISCLOSURE OF SOCIAL SECURITY NUMBERS AND MUST SUBMIT A PERSONAL HISTORY DISCLOSURE STATEMENT WITHIN THIRTY DAYS.

DEBT HOLDER: PLEASE LIST ANY INDIVIDUAL OR COMPANY THAT HOLDS ANY DEBT LIABILITY OWNERSHIP OF THIS COMPANY.

KEY EMPLOYEE: PLEASE LIST ANY INDIVIDUAL EMPLOYED BY YOUR COMPANY IN A SUPERVISORY CAPACITY, OR EMPOWERED TO MAKE DISCRETIONARY DECISIONS WITH RESPECT TO WASTE OPERATIONS WITHIN NEW JERSEY. N.J.S.A. 13:1E-127(F). \*\*\* (ATTACH ADDITIONAL SHEETS IF NECESSARY) ADD TO 100% \*\*\* MAY USE DEBTHOLDERS/NON CHARTERED LEADING INSTITUTES OR SIMILAR

FAMILY MEMBER: PLEASE LIST ANY FAMILY MEMBER THAT WORKS FOR THE COMPANY REGARDLESS OF THE POSITION THAT THEY HOLD WITHIN THE COMPANY THAT IS RELATED TO AN OWNER, OFFICER OR DIRECTOR OF THE COMPANY BY BLOOD OR MARRIAGE. EVEN IF THEY ARE NOT PAID A SALARY.

CURRENT and NEW INDIVIDUALS ONLY NEED TO BE LISTED ONCE.

SOLE PROPRIETORSHIP

1. NAME OF MEMBER: Frank Edwardi  
 SS #: 136-74-6826  
 DATE OF BIRTH: 9/29/1967  
 JOB TITLE: Owner - President  
 DATE THAT INTEREST WAS OBTAINED: 2000 % OF INTEREST: 100%

DEBT HOLDERS

DEBT HOLDER: A Debt Holder is an Individual or Company that receive a % of ownership in Your Company in exchange for a loan.

1. NAME OF DEBT HOLDER: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 BALANCE OF AMOUNT OWED: \$ \_\_\_\_\_ FEID #: \_\_\_\_\_  
 DATE OF DEBT: \_\_\_\_\_ TO \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_

EQUITY HOLDERS: INDIVIDUALS OR NAME OF PARENT COMPANY

1. INDIVIDUAL OR NAME OF PARENT COMPANY: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 FEID #: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_  
 2. INDIVIDUAL OR NAME OF PARENT COMPANY: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 FEID #: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_



FAMILY MEMBERS

Please list any family member of any officer, director, partner, key employee, employed or otherwise engaged by the applicant.

1. NAME OF INDIVIDUAL: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_
2. NAME OF INDIVIDUAL: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_
3. NAME OF INDIVIDUAL: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_

KEY EMPLOYEE

**KEY EMPLOYEE:** Please list any individual employed by your company in a supervisory capacity, or empowered to make discretionary decisions with respect to waste operations within New Jersey. N.J.S.A. 13:1E-127(f).

1. NAME OF KEY EMPLOYEE Frank Edwardi  
 JOB TITLE: Owner-President  
 SS #: 136-74-6526 DATE OF BIRTH: 9/29/1967 START DATE: 2000
2. NAME OF KEY EMPLOYEE: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ START DATE: \_\_\_\_\_
3. NAME OF KEY EMPLOYEE: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ START DATE: \_\_\_\_\_

SALES PERSONS

Please list any individual employed by your company who makes or arranges for sales for the applicant with respect to solid waste, hazardous waste, or soil and fill recycling operations of the company with New Jersey. N.J.S.A. 13:1E-127(f).

1. NAME: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
2. NAME: \_\_\_\_\_  
 SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

CONSULTANTS

Please list any person who performs functions for the applicant, who does not already hold a professional license from the State of New Jersey.

1. NAME: \_\_\_\_\_

SS #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

FEID #: \_\_\_\_\_ % OF INTEREST: \_\_\_\_\_

DEBARRED INDIVIDUALS.

DO YOU HAVE ANY INDIVIDUALS THAT ARE INVOLVED IN YOUR COMPANY AND ARE DEBARRED FROM OPERATING IN THE SOLID WASTE INDUSTRY

YES ☐ NO ☒

(If you answered NO proceed to the next question)

LIST ALL INDIVIDUALS INVOLVED WITH THIS COMPANY IN ANY CAPACITY WHATSOEVER WHETHER AS EMPLOYEE, INDEPENDENT CONTRACTOR, CONSULTANT, LANDLORD, TENANT, DEBTHOLDER OR EQUITY HOLDER WHO HAVE EVER BEEN DEBARRED FROM THE NEW JERSEY OR NEW YORK WASTE INDUSTRIES. YOU CAN FIND A LIST OF THE INDIVIDUALS DEBARRED FROM THE NEW JERSEY WASTE INDUSTRY AT [HTTP://WWW.STATE.NJ.US/DEP/DSEW/A901/A901FRMS.HTM](http://www.state.nj.us/dep/dsew/a901/a901frms.htm) AND FROM NEW YORK AT: [HTTPS://WWW1.NYC.GOV/SITE/BIC/INDEX.PAGE](https://www1.nyc.gov/site/bic/index.page)

NAME: \_\_\_\_\_

INVOLVEMENT: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

OWNERSHIP CHART

PLEASE PROVIDE A CHART DETAILING THIS COMPANY'S OWNERSHIP STRUCTURE.

IF THE LICENSEE/APPLICANT IS A SUBSIDIARY OF A PARENT CORPORATION, OR IS THE PARENT OF ONE OR MORE SUBSIDIARIES, OR IS PART OF A CONGLOMERATE OR A GROUP OF COMPANIES IN COMMON OWNERSHIP, SUPPLY A CHART SHOWING THE NAMES, FEID NUMBERS AND RELATIONSHIPS OF ALL PARENT, SISTER, SUBSIDIARY AND AFFILIATE CORPORATIONS, AND/OR MEMBERS OF THE CONGLOMERATE OR GROUP. INCLUDE ULTIMATE PARENTS. THIS QUESTION APPLIES TO RELATED COMPANIES IN ANY BUSINESS, NOT JUST THE SOLID WASTE OR HAZARDOUS WASTE BUSINESS.

**UPDATE OF ENVIRONMENTAL VIOLATIONS**

LIST ALL SUMMONSES, NOTICES OF VIOLATION, NOTICES OF PROSECUTION, ADMINISTRATIVE ORDERS, ADMINISTRATIVE ACTIONS, CIVIL COMPLAINTS, NOTICES OF INTENT TO DENY OR REVOKE ANY LICENSE OR PERMIT, OR SIMILAR NOTICES, ISSUED SINCE THE SUBMISSION OF YOUR LAST UPDATE TO:

- A. THE APPLICANT, ANY PREDECESSOR OF THE APPLICANT, OR ANY PREVIOUS NAME UNDER WHICH THE APPLICANT OPERATED;
- B. SUBSIDIARIES: ANY BUSINESS IN WHICH THE APPLICANT HOLDS AT LEAST 25% OF EQUITY OR DEBT LIABILITY;
- C. SISTER COMPANIES: ANY BUSINESS IN WHICH THE APPLICANT'S PARENT COMPANY HOLDS MORE THAN 25% OF THE EQUITY OR DEBT LIABILITY; OR
- D. ANY OWNER, OFFICER, DIRECTOR, PARTNER, JOINT VENTURER OR KEY EMPLOYEE OF THE APPLICANT, OR ANY BUSINESS CONCERN OWNED OR CONTROLLED BY ANY SUCH INDIVIDUAL;

BY ANY LOCAL, STATE OR FEDERAL ENVIRONMENTAL ENFORCEMENT AGENCY, INCLUDING THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE NEW JERSEY BOARD OF PUBLIC UTILITIES, AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. INCLUDE A COPY OF EACH DOCUMENT. USE ADDITIONAL COPIES OF THIS PAGE, AS NECESSARY.

DO YOU HAVE ANY ENVIRONMENTAL VIOLATIONS: YES ☐ NO ☒  
(If you answered NO proceed to the next question)

NAME OF ENTITY CITED: \_\_\_\_\_  
DATE OF ISSUANCE: \_\_\_\_\_ AMOUNT OF PENALTY OR DAMAGES: \$ \_\_\_\_\_  
ISSUING AGENCY: \_\_\_\_\_  
DESCRIPTION OF ALLEGATIONS: \_\_\_\_\_

**REGULATORY**

DO YOU HAVE ANY OTHER REGULATORY VIOLATIONS: YES ☐ NO ☒  
(If you answered NO proceed to the next question)

NAME OF ENTITY CITED: \_\_\_\_\_  
DATE OF ISSUANCE: \_\_\_\_\_ AMOUNT OF PENALTY OR DAMAGES: \$ \_\_\_\_\_  
ISSUING AGENCY: \_\_\_\_\_  
DESCRIPTION OF ALLEGATIONS: \_\_\_\_\_

**UPDATE OF CIVIL LITIGATION AND JUDGMENTS**

DO YOU HAVE ANY JUDGMENTS YES ☐ NO ☒  
(If you answered NO proceed to the next question)

JUDGMENTS. LIST ALL JUDGMENTS OF LIABILITY IN EXCESS OF \$60,000 RENDERED AGAINST YOUR COMPANY SINCE THE SUBMISSION OF YOUR LAST UPDATE. YOU NEED NOT LIST "SLIP AND FALL" CASES OR CASES ARISING OUT OF AUTOMOBILE OR TRUCK ACCIDENTS IF NO FATALITY OCCURRED. USE ADDITIONAL COPIES OF THIS PAGE, AS NECESSARY.

CAPTION OF CASE: \_\_\_\_\_  
DOCKET #: \_\_\_\_\_ VENUE: \_\_\_\_\_  
DATE JUDGMENT OR ORDER ENTERED: \_\_\_\_\_  
AMOUNT OF JUDGMENT: \$ \_\_\_\_\_  
DESCRIPTION OF CASE: \_\_\_\_\_

**DO YOU HAVE ANY PENDING LITIGATION**

(If you answered NO proceed to the next question)

YES

☐

NO

☒

**PENDING LITIGATION.** LIST ALL CIVIL SUITS AND ARBITRATION CASES IN WHICH YOUR COMPANY IS PRESENTLY INVOLVED AS A PARTY. YOU NEED NOT LIST "SLIP AND FALL" CASES; CASES ARISING OUT OF AUTOMOBILE OR TRUCK ACCIDENTS IF NO FATALITY OCCURRED; OR SUITS SEEKING LESS THAN \$60,000 IN DAMAGES WHERE NO OTHER RELIEF IS SOUGHT. USE ADDITIONAL COPIES OF THIS PAGE, AS NECESSARY.

CAPTION OF CASE: \_\_\_\_\_

DOCKET #: \_\_\_\_\_ VENUE: \_\_\_\_\_

DESCRIPTION OF CASE \_\_\_\_\_

**BANKRUPTCY**

**HAVE YOU OR YOUR COMPANY CLAIMED BANKRUPTCY OR ARE IN THE PROCESS OF CLAIMING BANKRUPTCY SINCE YOUR LAST UPDATE:**

YES

☐

NO

☒

(If you answered NO proceed to the next question)

VENUE: \_\_\_\_\_

DOCKET #: \_\_\_\_\_

**CRIMINAL MATTERS**

**SINCE THE SUBMISSION OF YOUR LAST UPDATE, HAS ANY INDIVIDUAL LISTED IN THIS UPDATE:**

RECEIVED A SUMMONS COMPLAINT, BEEN ARRESTED,  
OR BEEN INDICTED FOR ANY VIOLATION OF THE LAW?

YES

☐

NO

☒

HAD A CRIMINAL RECORD EXPUNGED, OR BEEN ACCEPTED INTO A PRE-  
TRIAL INTERVENTION ("PTI") OR CONDITIONAL DISCHARGE OR  
DIVERSION PROGRAM?

YES

☐

NO

☒

BEEN CHARGED WITH DRIVING WHILE INTOXICATED?

YES

☐

NO

☒

IF YOU ANSWERED YES TO ANY OF THESE QUESTIONS, PROVIDED A DETAILED DESCRIPTION OF EACH INCIDENT. PLEASE INCLUDE A DESCRIPTION OF THE ALLEGED OFFENSE, THE SENTENCE IMPOSED, THE LOCATION OF THE INCIDENT, AND THE DATE OF THE INCIDENT.

\*\*\*FALSE OR INACCURATE ANSWERS TO THIS QUESTION WILL RESULT IN DENIAL OF YOUR APPLICATION OR POSSIBLE REVOCATION OF YOUR LICENSE AND A PENALTY OF UP TO \$50,000. N.J.A.C. 7:26-5.6.

CONSENT FORM FOR DISCLOSURE OF SOCIAL SECURITY NUMBERS

EACH NEW INDIVIDUAL WHOSE SOCIAL SECURITY NUMBER IS LISTED IN THE INVOLVED INDIVIDUALS SECTION MUST SUBMIT A SIGNED COPY OF THIS FORM.

I, Frank Edwardi  
HEREBY CERTIFY THAT I HAVE READ THE NOTICE ON THIS PAGE AND I CONSENT TO THE DISCLOSURE OF MY SOCIAL SECURITY NUMBER FOR THE LIMITED PURPOSES SET FORTH THEREIN.

NOTICE REQUIRED UNDER SECTION 7(B) OF THE FEDERAL PRIVACY ACT OF 1974

UNDER SECTION 7(B) OF THE PRIVACY ACT OF 1974, 5 U.S.C. 552A(NOTE), ANY GOVERNMENT AGENCY THAT ASKS AN INDIVIDUAL TO DISCLOSE HIS OR HER SOCIAL SECURITY ACCOUNT NUMBER MUST INFORM THAT INDIVIDUAL BY WHAT STATUTORY OR OTHER AUTHORITY SUCH NUMBER IS SOLICITED, WHAT USES WILL BE MADE OF IT, AND WHETHER THE DISCLOSURE IS MANDATORY OR VOLUNTARY.

THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IS AUTHORIZED TO REQUEST SOCIAL SECURITY NUMBERS BY N.J.S.A. 13:1E-127(E), THE SECTION OF THE A901 STATUTE THAT DEFINES THE EXTENT OF DISCLOSURE REQUIRED UNDER THE A901 LICENSURE PROGRAM. AN APPLICANT'S SOCIAL SECURITY NUMBER IS USED AS A SECONDARY IDENTIFIER WHEN THE STATE POLICE CONDUCT CHECKS OF CRIMINAL HISTORY RECORDS MAINTAINED BY THE STATE AND FEDERAL GOVERNMENTS. WHEN THE STATE POLICE OBTAIN RECORDS FROM OUTSIDE SOURCES, THE SOCIAL SECURITY NUMBER MAY BE USED TO DETERMINE WHETHER THE RECORDS PERTAIN TO THE INDIVIDUAL UNDER INVESTIGATION.

THE LISTING OF SOCIAL SECURITY NUMBERS ON THE DISCLOSURE FORMS IS VOLUNTARY. UNDER SECTION 7(A) OF THE FEDERAL PRIVACY ACT OF 1974, THE DEPARTMENT CANNOT DENY AN A901 APPLICATION, REVOKE AN A901 LICENSE OR IMPOSE ANY PENALTY BECAUSE OF AN INDIVIDUAL'S REFUSAL TO DISCLOSE HIS OR HER SOCIAL SECURITY NUMBER. HOWEVER, CONFIRMATION OF IDENTIFICATION AND CRIMINAL HISTORY RECORDS WITHOUT A SOCIAL SECURITY NUMBER MAY TAKE LONGER, WHICH WOULD LENGTHEN THE STATE POLICE INVESTIGATION AND THEREBY LENGTHEN A DECISION ON LICENSURE.

SIGNATURE

DATE

PRINTED NAME

RELEASE AUTHORIZATION

TO ALL COURTS, PROBATION DEPARTMENTS, SELECTIVE SERVICE BOARDS, EMPLOYERS, EDUCATIONAL INSTITUTIONS, BANKS, FINANCIAL AND OTHER SUCH INSTITUTIONS, LAW ENFORCEMENT AGENCIES, MILITARY RECORDS CUSTODIANS, CREDIT REPORTING AGENCIES TAXATION AUTHORITIES (INCLUDING THE I.R.S.) AND FOREIGN AND DOMESTIC GOVERNMENTAL AGENCIES (FEDERAL, STATE AND LOCAL), AND ANY OTHER INSTITUTION OR PERSON WITHOUT EXCEPTION:

ON BEHALF OF Pineland Construction LLC  
(COMPLETE NAME OF BUSINESS ENTITY)

I, Frank Edwardi  
(NAME OF AUTHORIZED INDIVIDUAL)

AUTHORIZE THE ATTORNEY GENERAL OF NEW JERSEY TO CONDUCT AN INVESTIGATION INTO THE BACKGROUND OF THE SAID ENTERPRISE FOR THE PURPOSE OF DETERMINING THE FITNESS OF THE ENTERPRISE TO PARTICIPATE IN THE NEW JERSEY WASTE INDUSTRY, IN ACCORDANCE WITH N.J.S.A. 13:1E-126 TO -135. I HOLD THE AUTHORITY TO SIGN THIS RELEASE AUTHORIZATION. THEREFORE, YOU ARE HEREBY AUTHORIZED TO RELEASE ANY AND ALL INFORMATION PERTAINING TO THE SAID ENTERPRISE, DOCUMENTARY OR OTHERWISE, AS REQUESTED BY AN APPROPRIATE EMPLOYEE, AGENT OR REPRESENTATIVE OF THE ATTORNEY GENERAL OF NEW JERSEY. THIS AUTHORIZATION SHALL SUPERSEDE AND COUNTERMAND ANY PRIOR REQUEST OR AUTHORIZATION TO THE CONTRARY. A PHOTOSTATIC COPY OF THIS AUTHORIZATION WILL BE CONSIDERED AS EFFECTIVE AND VALID AS THE ORIGINAL.

DATED: 11/10/2021 NAME OF INDIVIDUAL OF SIGNING: Frank Edwardi

OWNER OR AUTHORIZED SIGNATURE: [Signature]

SIGNATURE OF ATTORNEY OR NOTARY Amy E. Clarke

ATTORNEY/NOTARY PUBLIC OF New Jersey

DATE SIGNED: 11/10/2021

COMMISSION NO: 2398620 COMMISSION EXPIRES ON: 7/27/2025

2022 ANNUAL UPDATE CERTIFICATION

THIS CERTIFICATION MUST BE READ AND SIGNED BY AN OWNER, OFFICER, OR DIRECTOR OR KEY EMPLOYEE OF YOUR COMPANY.

I, Frank Edwardi  
HEREBY CERTIFY THAT I HAVE READ, IN ITS ENTIRETY, THE ATTACHED COMPLETED ANNUAL 2022 UPDATE OF  
Pineland Construction LLC.  
FULL NAME OF BUSINESS ENTITY

AND THAT THE INFORMATION PROVIDED IS TRUE TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT MY COMPANY'S EMPLOYEES AND AGENTS HAVE MADE A DILIGENT EFFORT TO HONESTLY AND THOROUGHLY RESPOND TO THE INQUIRIES IN THIS UPDATE. I HAVE ENSURED THAT THE INFORMATION PROVIDED ON THIS UPDATE HAS BEEN VERIFIED. I AM AWARE THAT IF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO CRIMINAL PROSECUTION. I ACKNOWLEDGE THAT MAKING ANY WILLFULLY FALSE STATEMENTS IN THIS UPDATE CONSTITUTES GROUNDS FOR IMMEDIATE DENIAL OF MY COMPANY'S A901 APPLICATION OR REVOCATION OF MY COMPANY'S A901 LICENSE.

DATED: 11/10/2021 NAME OF INDIVIDUAL OF SIGNING: Frank Edwardi

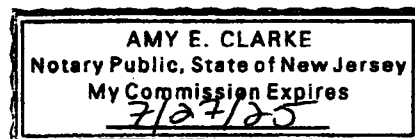
OWNER OR AUTHORIZED SIGNATURE: [Signature]

SIGNATURE OF ATTORNEY OR NOTARY Amy E. Clarke

ATTORNEY/NOTARY PUBLIC OF New Jersey

DATE SIGNED: 11/10/2021

COMMISSION NO: 2398620 COMMISSION EXPIRES ON: 7/27/2025



**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021**

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY  
CONSOLIDATED FINANCIAL STATEMENTS  
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## ACCOUNTANTS' COMPILATION REPORT

To the Board of Members  
Pineland Construction L.L.C. and subsidiary  
Sea Isle City, New Jersey

Management is responsible for the accompanying financial statements of Pineland Construction L.L.C. and subsidiary (collectively, the Company), which comprise the consolidated balance sheet as of December 31, 2021 and the related consolidated statements of operations, changes in member's equity, and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

*BCK & Associates LLC*

May 21, 2022

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**CONSOLIDATED BALANCE SHEET**  
**DECEMBER 31, 2021**

**ASSETS**

*Current assets*

Cash	\$ 111,013
Accounts receivable	908,683
Costs and estimated earnings in excess of billings on uncompleted contracts	255,690
<b>Total current assets</b>	<b>1,275,386</b>

*Property and equipment*

Building, land and improvements	1,236,436
Furniture and fixtures	59,865
Machinery and equipment	3,344,385
Passenger vehicles	432,284
	<b>5,072,970</b>
Less: Accumulated depreciation	2,444,929
	<b>2,628,041</b>

Surety bonds	108,660
	<b>108,660</b>

<b>TOTAL ASSETS</b>	<b>\$ 4,012,087</b>
---------------------	---------------------

**LIABILITIES AND MEMBER'S EQUITY**

*Current liabilities*

Current portion of long term debt	\$ 289,740
Accounts payable & accrued expenses	279,419
Payroll tax liabilities	13,585
<b>Total current liabilities</b>	<b>582,744</b>

*Long term liabilities*

SBA Paycheck Protection Program loans	-
Notes payable, net of current portion	1,156,559

<b>TOTAL LIABILITIES</b>	<b>1,739,303</b>
--------------------------	------------------

<i>Member's equity</i>	<b>2,272,784</b>
------------------------	------------------

<b>TOTAL LIABILITIES AND MEMBER'S EQUITY</b>	<b>\$ 4,012,087</b>
--	---------------------

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

Net revenues	\$ 9,944,061
Cost of revenues	
Materials	2,042,326
Payroll, payroll taxes and labor	1,579,316
Dump fees	2,326,473
Subcontractors	231,342
Permits	102,877
	<u>6,282,334</u>
Gross profit	<u>3,661,727</u>
Operating expenses	
Advertising	40,665
Employee benefits	51,595
Insurance	304,572
Office expenses	84,510
Professional fees	26,535
Rent	12,000
Repairs & maintenance	245,316
Taxes & licenses	60,150
Telephone	12,341
Truck expenses and equipment fuel	846,166
Utilities	78,093
	<u>1,761,943</u>
Income before other expenses	<u>1,899,784</u>
Other (income) expenses	
Depreciation	249,595
Interest expense	108,008
PPP Forgiveness	(147,600)
	<u>210,003</u>
Net income	<u>\$ 1,689,781</u>

**CONSOLIDATED STATEMENT OF CHANGES IN MEMBER'S EQUITY**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

Member's equity, January 1, 2021	\$ 1,506,957
Member's draws	(923,954)
Net income	1,689,781
Member's equity, December 31, 2021	<u>\$ 2,272,784</u>

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	Increase (Decrease) in Cash
Cash flows from operating activities	
Net income	\$ 1,689,781
Adjustments to reconcile net income to net cash provided by operating activities	
Depreciation	249,595
PPP forgiveness	(147,600)
Changes in:	
Accounts receivable	(362,014)
Costs and estimated earnings in excess of billings on uncompleted contracts	(82,132)
Accounts payable & accrued expenses	(36,952)
Payroll tax liabilities	6,659
Net cash provided by operating activities	<u>1,317,337</u>
Cash flows from investing activities	
Purchases of property and equipment	(250,879)
Purchases of surety bonds	(20,000)
Net cash (used) by investing activities	<u>(270,879)</u>
Cash flows from financing activities	
Repayment of notes payable	(287,246)
Proceeds from SBA Paycheck Protection Program loans	-
Member's capital contributions	-
Member's draws	(923,954)
Net cash (used) by financing activities	<u>(1,211,200)</u>
Net increase in cash	(164,742)
Cash, January 1, 2021	<u>275,755</u>
Cash, December 31, 2021	<u>\$ 111,013</u>
Supplemental disclosures	
Interest paid	\$ 108,008
Non-cash equipment purchases with debt	180,446

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2021**

**Note 1: Description of Operations**

Reporting Entity

The financial statements consist of Pineland Construction, L.L.C. and its wholly owned subsidiary Pineland Recycling, LLC (collectively, "Company").

Description of Operations

Pineland Construction, L.L.C. was formed in 2000 and commenced operations that year. Pineland Recycling, LLC was formed in 2008 and commenced operation that year.

The Companies operate in the construction industry and their activities include demolition, construction of docks & piers and providing trash hauling services.

**Note 2: Summary of Significant Accounting Policies**

Principles of Consolidation

All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The Company closes its books on December 31<sup>st</sup> of each calendar year.

Subsequent Events

Subsequent events have been evaluated through May 21, 2022, which represents the date the Financial Statements were available to be issued.

Revenue Recognition

Revenue is accounted for in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606. We have analyzed the provisions of the standard and have concluded that no changes are necessary to conform with the new standard. Aside of the Company's construction activities, revenues are recognized, net of any discounts, when the services they offer are completed.

With regard to construction activities:

The Company's contracts are primarily of short duration. Revenues are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which the losses are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders and settlements, may result in revisions to revenues and costs and are accounted for as changes in estimates in the period in which the revisions are determined.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents costs incurred and estimated revenues in excess of amounts billed.

Accounts Receivable

The Company extends trade credit to its customers without requiring collateral. Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2021**

**Note 2: Summary of Significant Accounting Policies (Continued)**

Property and Equipment

Property and equipment are stated at cost and are depreciated over the estimated useful asset lives, using the straight-line method. Depreciation expense was \$249,595 for 2021.

Estimated useful lives are as follows:

	Years
Buildings, land and improvements	15 - 40
Furniture and fixtures	5 - 10
Machinery and equipment	5 - 10
Passenger vehicles	5 - 7

Impairment of Long-Lived and Indefinite-Lived Assets

The Company reviews long-lived assets, including property and equipment, and indefinite-lived assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. An impairment loss would be recognized when estimated undiscounted cash flows expected to result from the use of the asset and its eventual disposition is less than the carrying amount. The Company performs annual impairment testing on the last day of each fiscal year. Impairment, if any, is assessed using discounted cash flows. Management did not consider its long-lived assets or its indefinite-lived assets to be impaired for the year ended December 31, 2021.

Income Taxes

The Company consists of tax 'pass-through' entities (both are limited liability companies), and as such, does not pay income taxes at the entity level. Rather, the owner is taxed directly on the Company's taxable income. Thus, no provision for federal income taxes is included in these combined financial statements.

Income taxes are accounted for in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 740. The FASB provides guidance on accounting for uncertainty in income taxes. Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance.

The federal and state tax returns of the Company for 2021, 2020 & 2019 are subject to examination by the taxing authorities. Tax returns can generally be examined for three years after they are filed.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs incurred for 2021 were \$40,665.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant estimates and assumptions underlying these financial statements and the accompanying notes involve the fair value of indefinite-lived and long-lived assets.

Compensated Absences

The Company and its predecessors experience high turnovers of employees. Most employees do not accrue any compensated absences before they leave the Company's employ. Management does not accrue any compensated absences due to the Company's high turnover and has estimated that such accruals would have an insignificant impact on the financial statements.

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2021**

**Note 3: Fair Value Measurements**

Under FASB ASC Topic 820, the Company accounts for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. Fair value measurements are categorized into one of three levels based on the lowest level input that is considered significant to the fair value measurement in its entirety. These levels are:

- Level 1: Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets
- Level 2: Inputs other than quoted prices included in Level 1 that are observable for the asset or liability through corroboration with observable market data.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The fair values of the Company's financial assets and liabilities (which include accounts receivable; accounts payable; accrued expenses; tax liabilities; and borrowings) approximate their carrying amounts, either because the expected collection or payment period is relatively short or because the terms are similar to market terms.

The fair values of the Company's nonfinancial assets (consisting of property and equipment and clam licenses) approximate their carrying amounts. The carrying amount approximates the amount that would be required to replace the Company's property and equipment and clam licenses used as a group in its ongoing business.

**Note 4: Long-term liabilities**

**SBA Paycheck Protection Program**

\$74,300, dated April 2020, the Company received loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provided loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Company used the proceeds for purposes consistent with the PPP, applied for and was granted forgiveness in February 2021.

**SBA Paycheck Protection Program**

\$73,300, dated April 20, 2020, the Company received loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provided loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six month. The Company used the proceeds for purposes consistent with the PPP, applied for and was granted forgiveness in February 2021.

**Notes Payable**

**Newfield National Bank**

\$290,000 term note dated January 2020, refinancing 1st Bank of Sea Isle City term note, maturing January 2035; collateralized by real estate; requires 180 monthly payments of \$2,256 including interest at 4.80%

**Newfield National Bank**

\$400,000 term note dated April 2018, maturing April 2023; collateralized by real estate; payments calculated over a 240-month amortization, requires 60 combined principal and interest monthly payments of \$2,434 including interest at 3.99%, the Company believes that the loan will be extended after 60 months

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2021**

**Note 4: Notes Payable (Continued)**

**Newfield National Bank**

\$180,446 term note dated December 2020, maturing December 2025; collateralized by equipment; requires combined principal and interest monthly payments of \$3,327 including interest at 3.99%

**Seller-financed mortgage**

\$125,000 note held by the seller on the purchase of real estate in May 2019; collateralized by the real estate; requires 5 annual payments of \$25,000, plus interest at 6.00%

**Seller-financed mortgage**

\$100,000 note held by the seller on the purchase of real estate in July 2020; collateralized by the real estate; requires 4 annual payments of \$25,000, plus interest at 5.00%

**TCF Equipment Financing**

\$139,000 term note dated November 2019, collateralized by all Company assets; requires combined principal and interest monthly payments of \$2,739 including interest at 6.80%

**TCF Equipment Financing**

\$150,100 term note dated January 2020, collateralized by all Company assets; requires combined principal and interest monthly payments of \$2,925 including interest at 6.33%

**Stearns Bank, N.A.**

\$80,535 term note dated December 2015, collateralized by all Company assets; requires combined principal and interest monthly payments of \$1,584 including interest at 5.50%, this loan was paid off in 2020

**Beneficial**

\$45,000 term note dated July 2016, collateralized by all Company assets; requires 60 monthly payments of \$858 including interest at 5.50%

**Midland Equipment Financing**

\$144,550 term note dated March 2020, collateralized by all Company assets; requires combined principal and interest monthly payments of \$2,774 including interest at 5.7%

**Midland Equipment Financing**

\$192,600 term note dated May 2020, collateralized by all Company assets; requires combined principal and interest monthly payments of \$3,827 including interest at 7.1%

**Midwest Equipment Financing**

\$100,095 term note dated October 2020, collateralized by all Company assets; requires combined principal and interest monthly payments of \$3,233 including interest at 10.00%

**Navitas Credit Corp**

\$72,500 term note dated September 2020, collateralized by all Company assets; requires combined principal and interest monthly payments of \$1,736 including interest at 7.00%

**BB&T**

\$41,114 term note dated March 2016, collateralized by all Company assets; requires 60 monthly payments of \$771 including interest at 4.75%, this loan was paid off in 2021



**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2021**

**Note 4: Notes Payable (Continued)**

**BB&T**

\$36,741 term note dated May 2017, collateralized by all Company assets; requires 48 monthly payments of \$846 including interest at 5.00%, this loan was paid off in 2021

<u>LENDER</u>	
Newfield National Bank	\$ 262,389
Newfield National Bank	347,779
Newfield National Bank	147,210
Seller-financed mortgage	75,000
Seller-financed mortgage	75,000
TCF Equipment Financing	86,740
TCF Equipment Financing	98,085
Beneficial	-
Midland Equipment Financing	98,559
Midland Equipment Financing	138,850
Midwest Equipment Financing	64,701
Navitas Credit Corp.	51,986
BB&T; \$41,114	-
BB&T; \$36,741	-
	<u>1,446,299</u>
Less current portion	289,740
	<u><u>\$ 1,156,559</u></u>

Scheduled future principal payments are:

<u>Years ending on the Saturday closest to 12/31</u>	
2022	\$ 289,740
2023	299,183
2024	273,455
2025	103,657
2026	36,199
Thereafter	444,065
	<u><u>\$1,446,299</u></u>

Interest

All interest incurred has been expensed. Interest expense on long-term debt for 2021 was \$108,008.

**Note 5: Financial Instruments and Fair Value Measurements**

As of December 31, 2021, the Company had the following financial instruments: cash, accounts receivable; accounts payable; borrowings (long-term debt). As discussed in Note 3, the carrying value of cash, accounts receivable, accounts payable and borrowings approximate their fair value because of their short-term nature.

**PINELAND CONSTRUCTION, L.L.C. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2021**

**Note 6: Uncompleted Contracts**

Costs, estimated earnings and billings on uncompleted contracts are as follows:

Costs incurred - uncompleted contracts	\$ 258,312
Estimated earnings	175,000
	<u>433,312</u>
Billings to date	177,622
Cost & est. earnings in excess of billings	<u>\$ 255,690</u>

**Note 7: Litigation**

The Company is subject to occasional claims arising out of the normal conduct of its business, including those related to safety issues. Management believes that it has strong defenses to the outstanding claims and believes that it is adequately insured for any potential losses. Management does not expect any claims to have a material adverse effect on the financial position or results of operations of the Company.

**Note 8: Credit Risk Concentrations**

Cash

The Company maintains all of its cash balances at financial institutions. Accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000 per banking institution. During the normal course of business, the Company's cash deposits may exceed federally insured limits. The Company has not experienced any losses in its depository accounts and management believes that it is not exposed to any significant credit risks.

Credit Risk

In the normal course of business, the Company extends unsecured credit to its customers based upon management's evaluation of their creditworthiness.

6.7 **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF Cape May } SS.

**SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION SERVICE**

I, Frank Edwardi of the City of Sea Isle the State  
(Name of Affiant)  
(Commonwealth) of New Jersey, being of full age and duly sworn according  
to law, on my oath depose and say that:

I am employed by the firm of Pineland Construction, the bidder submitting the Bid  
(Name of Bidder) Frank Edwardi,  
Proposal for the above named project, in the capacity of President, and I  
(Name of Affiant)

have executed the Bid Proposal with full authority to do so. Further, the bidder has not,  
directly or indirectly, entered into any agreement, participated in any collusion, or  
otherwise taken any action in restraint of free, competitive bidding in connection with the  
above named project. All statements contained in said Bid Proposal and in this affidavit  
are true and correct and made with full knowledge that the State of New Jersey and the  
City of North Wildwood rely upon the truth of the statements contained in this affidavit  
and in said bid Proposal in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained  
to solicit or secure such contract upon an agreement or understanding for a commission,  
percentage brokerage or contingent fee, except bona fide employees or bona fide  
established commercial or selling agencies maintained by the Pineland Construction, LLC.  
(Name of Bidder)

Pineland Construction, LLC President  
Name of Firm or Individual Title  
[Signature] 9/21/22  
Signature Date

Subscribed and sworn to before me this  
21 day of September, 2022.

Amy Clarke  
Notary Public of  
My Commission expires: 7/27/25

6.8 **BID FORM**

Proposal for Solid Waste Collection beginning January 1, 2023-19.

THE CITY OF NORTH WILDWOOD:

I or We Pineland Construction, LLC  
of 300 77th Street  
(Complete Address)  
Sea Isle City, NJ 08243  
(City, State, Zip)

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal sheets.

Signature

Title

Affix seal if a corporation.

6.8.1 **PROPOSED OPTION #1**

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc... necessary to carry out the intent of these specifications pursuant to Collection Option #1 found in paragraph 5.3 of the Uniform Bid Specifications.

Contract Year	Amount
2023	\$ 808,790.00
2024	\$ 808,790.00
2025	\$ 808,790.00
2026	\$ 808,790.00
2027	\$ 808,790.00
Total Contract Price	\$ 4,043,950.00

Cost to be billed to City of North Wildwood for pick-up of containers at Public Works Building per paragraphs B and E of Collection Option #1:

- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up
- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up Included in bid
- 7 cubic yard dumpster for solid waste or recyclables: \$ price per Dumpster per pick-up Included in bid
- 2 cubic yard dumpster for solid waste or recyclables: \$ price per
- 96 gallon tote for solid waste recyclables: \$ Incl. per tote pick-up In bid price.

Pineland Construction, LLC

Name of Firm or Individual

President

Title

[Signature]  
Signature

9/21/22  
Date

6.8.2 **PROPOSED OPTION #2**

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc... necessary to carry out the intent of these specifications pursuant to Collection Option #1 found in paragraph 5.3 of the Uniform Bid Specifications.

Contract Year	Amount
2023	\$ 808,790.00
2024	\$ 808,790.00
2025	\$ 808,790.00
2026	\$ 808,790.00
2027	\$ 808,790.00
Total Contract Price	\$ 4,043,950.00

Cost to be billed to City of North Wildwood for pick-up of containers at Public Works Building per paragraphs B and E of Collection Option #1:

- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up
- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up *Included in bid*
- 7 cubic yard dumpster for solid waste or recyclables: \$ price per Dumpster per pick-up *Included in bid*
- 2 cubic yard dumpster for solid waste or recyclables: \$ price per
- 96 gallon tote for solid waste recyclables: \$ incl. per tote pick-up *In bid price*

PineLand Construction, LLC.  
 Name of Firm or Individual  
President  
 Title

Signature

9/21/22  
 Date

### 6.8.3 PROPOSED OPTION #3

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc... necessary to carry out the intent of these specifications pursuant to Collection Option #3 found in paragraph 5.3 of the Uniform Bid Specifications.

Contract Year	Amount	
2023	\$808,790.00	
2024	\$808,790.00	
2025	\$808,790.00	
Total (Years 1-3)		\$2,426,370.00
2026 (option)	\$808,790.00	
Total (Years 1-4)		\$3,235,160.00
2027 (option)	\$808,790.00	
Total (Years 1-5)		\$4,043,950.00

Cost to be billed to City of North Wildwood for pick-up of containers at Public Works Building per paragraphs B and E of Collection Option #3

- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up
- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up *Included in bid*
- 7 cubic yard dumpster for solid waste or recyclables: \$ price per Dumpster per pick-up *Included in bid*
- 2 cubic yard dumpster for solid waste or recyclables: \$ price per
- 96 gallon tote for solid waste recyclables: \$ Incl. per tote pick-up *In bid price*

Pineland Construction, LLC.  
 Name of Firm or Individual  
President  
 Title

Signature

Date

9/21/22

#### 6.8.4 PROPOSED OPTION #4

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc... necessary to carry out the intent of these specifications pursuant to Collection Option #4 found in paragraph 5.3 of the Uniform Bid Specifications.

Contract Year	Amount	
2023	\$ 808,790.00	
2024	\$ 808,790.00	
2025	\$ 808,790.00	
Total (Years 1-3)		\$ 2,426,370.00
2026 (option)	\$ 808,790.00	
Total (Years 1-4)		\$ 3,235,160.00
2027 (option)	\$ 808,790.00	
Total (Years 1-5)		\$ 4,043,950.00

Cost to be billed to City of North Wildwood for pick-up of containers at Public Works Building per paragraphs B and E of Collection Option #4

- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up
- 30 cubic yard dumpster for solid waste or recyclables: \$ 225 per dumpster per pick-up *Included in bid*
- 7 cubic yard dumpster for solid waste or recyclables: \$ price per Dumpster per pick-up *Included in bid*
- 2 cubic yard dumpster for solid waste or recyclables: \$ price per
- 96 gallon tote for solid waste recyclables: \$ Incl. per tote pick-up *In bid price.*

PineLand Construction, LLC  
 Name of Firm or Individual  
President  
 Title

Signature

9/21/22  
 Date



7.2. VEHICLE DEDICATION AFFIDAVIT

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF Cape May } SS.

**SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION SERVICE**

I, Frank Edwardi, am the President  
(Name of Affiant) (Identify relationship to Bidder: Owner  
Partner, President, or other Corporate  
Officer)  
of the Pineland Construction, LLC, and being duly sworn, I depose and say:  
(Name of Bidder)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of North Wildwood rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the in the City of North Wildwood, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the City of North Wildwood to damages arising therefrom.

Pineland Construction, LLC President  
Name of Firm or Individual Title  
[Signature] 9/21/22  
Signature Date

Subscribed and sworn to before me this  
21 day of September, 2022.

Amy Clarke  
Notary Public of  
My Commission expires: 7/27/25

7.3. **AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF Cape May } SS.

**SOLID WASTE AND RECYCLABLE  
MATERIALS COLLECTION SERVICE**

I, Frank Edwardi, of the City of Sea Isle in the  
(Name of Affiant)  
State [Commonwealth] of New Jersey being of full age and duly sworn  
according to law, on my oath depose and say that:

I am employed by the firm of Pineland Construction, LLC, the bidder submitting the  
(Name of Bidder)  
Bid Proposal for the above named project, in the capacity of Frank Edwardi  
President,  
(Name of Affiant)

and I have executed the Bid Proposal with full authority to do so. Further, the bidder will  
comply with the provisions of Public Law 1975, Chapter 127, and shall require all  
subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Pineland Construction, LLC President  
Name of Firm or Individual Title

[Signature] 9/21/22  
Signature Date

Subscribed and sworn to before me this  
21 day of September, 2022.

Annex Clarke  
Notary Public of  
My Commission expires: 7/27/25

Registration Date: 04/07/2022  
Expiration Date: 04/06/2024



Certificate Number  
723251

## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Pineland Recycling LLC

Responsible Representative(s):

Frank Edwardi, Owner

*RA Angelo*

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED

PINELAND CONSTRUCTION, LLC  
Frank Edwards  
300 77th Street  
Sea Isle City NJ 08243

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

02/02/2022 TO 03/31/2023  
VALID

13VH02046900  
LICENSE/REGISTRATION CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors  
HAS REGISTERED  
PINELAND CONSTRUCTION, LLC  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE  
02/02/2022 TO 03/31/2023  
VALID

13VH02046900  
License/Registration Certificate #

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Home Improvement Contractors  
P.O. Box 45016  
Newark, NJ 07101

PLEASE DETACH HERE



PINECON-01

TGUNNISON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Insurance Agencies, Inc.  
1601 New Road Suite 100  
PO Box 225  
Northfield, NJ 08225

CONTACT: Therese Gunnison  
NAME:  
PHONE (A/C, No, Ext): (609) 646-1000 606 FAX (A/C, No): (609) 645-3165  
E-MAIL: tgunnison@insuranceagenciesinc.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Great Divide Insurance Company	
INSURER C: Clear Spring Property & Casualty Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Pineland Construction, LLC  
Pineland Recycling LLC  
300 77th St  
Sea Isle City, NJ 08243

## 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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ECP2009983-18	10/12/2021	10/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BAP2009982-18	10/12/2021	10/12/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	CS-WC-000619-02	1/4/2022	1/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional insured subject to signed executed written contract, Atlantic City Housing Authority

## CERTIFICATE HOLDER

## CANCELLATION

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

**CITY OF NORTH WILDWOOD  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RFP Title: Solid waste & recycling collection Proposer: Pineland Construction, LLC

**PART 1: CERTIFICATION**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity. Failure to complete the certification will rendered a respondent's proposal as non-responsive.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

- ☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- ☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the City of North Wildwood under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: N/A Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**PART 3: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of North Wildwood is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of North Wildwood and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Frank Edwardi Signature: [Signature]  
Title: President Date: 9/21/22



**MAYOR**  
**ZETH A. MATALUCCI**  
911 Coordinator Fire & Rescue  
Administration, Construction, Tax  
Offices, Emergency Management  
Public Safety Public Works  
Revenue & Finance Senior Center

**COMMITTEE MEMBER**  
**TOM VANARTSDALEN**  
Construction, Code Enforcement  
Environmental Commission  
Recreation, Clean Communities,  
Grants and Cultural & Heritage

**Deputy Mayor**  
**SCOTT J. TURNER**  
Public Works, Environmental  
Commission, Tax Offices, Land  
Use Board, Revenue & Finance,  
Museum & Historical Center

**COMMITTEE MEMBER**  
**MATTHEW COX**  
Municipal Alliance Municipal Court  
Recreation Department, Code  
Enforcement, Clean Communities &  
School Liaison

**COMMITTEE MEMBER**  
**FRANK L. GERMANIO**  
Administration, Municipal Court,  
Board of Health, Construction,  
Grants & Cultural, Revenue &  
Finance, Heritage and  
Senior Center

**MUNICIPAL CLERK**  
**JACQUELINE B. JUSTICE, RMC**

**ADMINISTRATOR/CFO**  
**JESSICA BISHOP, CMFO, QPA**

571 Petersburg Rd., P.O. Box 204 Dennisville, N.J. 08814 (609) 861-9700 Fax: (609) 861-9700

August 19, 2020

To Whom It May Concern,

Pineland Construction and Recycling is currently providing the Township of Dennis with solid waste, recycling and bulk trash collection services. Since the start of their contract in January, 2020, Frank Edwardl and his team have provided professional, organized and responsive collection services to the residents of Dennis Township. Additionally, Pineland Construction and Recycling worked with township officials to provide a cost-effective solution to in-house bulk trash pickup during the COVID-19 pandemic.

I am confident about the work provided by Pineland Construction and Recycling and I can surely recommend their services. If you have any questions please do not hesitate to contact me at [jbishop@dennistwp.org](mailto:jbishop@dennistwp.org) or (609) 861-9700 ext. 225.

Kindest Regards,

Jessica Bishop, CMFO, QPA  
Township Administrator

# Pineland Construction, LLC

## Additional Experience and Qualifications

Pineland Construction, L.L.C. is a locally, family run business owned and operated by Frank P. Edwardi since the year 2000. Some of our primary services include rear load curbside pickup, front load and rear load dumpster pickup and roll-off dumpster services. In addition to being a solid waste removal company, Pineland Construction also provides a plethora of other home improvement services ranging from demolition and piling projects to septic system installation. As a long standing, successful business, we aim to assist our customers with promptness and convenience while keeping our communities' safety and comfort in mind. Below are some other examples of our current clients and project types.

Client	Scope of Services
Galloway residents	<ul style="list-style-type: none"><li>• Personal toter, curbside rear load trash pick up</li></ul>
Clayton Properties	<ul style="list-style-type: none"><li>• Curbside rear load pick up</li><li>• Front load dumpster pick up</li><li>• Rear load dumpster pick up</li><li>• Roll-off dumpsters</li><li>• Bulk clean out</li></ul>
Burn Property Management	<ul style="list-style-type: none"><li>• Front load dumpster pick up</li><li>• Rear load dumpster pick up</li><li>• Roll-off dumpsters</li></ul>
Ramapo Homes, LLC	<ul style="list-style-type: none"><li>• Roll-off dumpsters</li><li>• Piling</li><li>• Demolition</li><li>• Front load dumpster pick up</li></ul>
Price Brothers Construction	<ul style="list-style-type: none"><li>• Front load dumpster pick up</li><li>• Roll-off dumpsters</li><li>• Piling</li><li>• Demolition</li></ul>



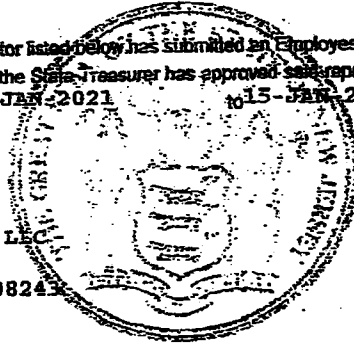
Certification 64021

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2021 to 15-JAN-2028.

PINELAND CONSTRUCTION, LLC  
300 77TH STREET  
SEA ISLE CITY NJ 08243



*Elizabeth Maher Majoio*  
ELIZABETH MAHER MAJOIO  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PINELAND CONSTRUCTION, L.L.C.

**Trade Name:**

**Address:** 300-77TH ST  
SEA ISLE CITY, NJ 08243-1278

**Certificate Number:** 0958348

**Effective Date:** December 31, 2002

**Date of Issuance:** May 08, 2018

**For Office Use Only:**

20180508110018260

**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**PineLand Construction, LLC**

2 Business name/disregarded entity name, if different from above

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

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

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**300 77th Street**

6 City, state, and ZIP code  
**Sea Isle City, NJ 08243**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number


or

Employer identification number

22	-	3758735
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here    Signature of U.S. person ►     Date ► **11/1/22**

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Batch Id: RB1 Batch Type: C Batch Date: 10/04/22 Checking Account: CREST G/L Credit: Budget G/L Credit  
Generate Direct Deposit: N

Check No.	Check Date	Vendor # Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item Description		Description					
22-02287	10/04/22	01625 ADVANCED ENVIRO SYSTEMS		1515 HADDON AVE					
09/19/22	1	Trash Compacters - Sept 2022	1,863.00	2-01-32-465-099	Budget	Aprv	11	1	
			<u>1,863.00</u>	GARBAGE COLLECTION COSTS					
22-02340	10/04/22	01667 AMERICAN CHALLENGE		BRUCE LAKER					
09/29/22	1	NWSC Ball Re-Order	7,800.00	T-03-56-190-011	Budget	Aprv	55	1	
			<u>7,800.00</u>	RECREATION CENTER					
22-02284	10/04/22	01685 AT & T		PO BOX 5019					
09/16/22	1	Cybersecurity - Sept 2022	415.58	2-01-31-440-010	Budget	Aprv	8	1	
			<u>415.58</u>	TELEPHONE COSTS					
22-02342	10/04/22	01993 ADP LLC		PO BOX 842875					
09/29/22	1	TIME AND ATTENDANCE	229.35	2-01-20-100-036	Budget	Aprv	57	1	
			<u>229.35</u>	GEN ADM - OFFICE SUPPLIES					
22-02292	10/04/22	02324 BARBER CONSULTING SERVICES		32 CENTRAL AVENUE					
09/20/22	1	Long Range WAP Wifi - 2nd Fl	299.99	2-01-20-100-028	Budget	Aprv	13	1	
			<u>299.99</u>	GEN ADM - PROF/ CONSULTANT					
22-02313	10/04/22	03050 C.M.C.M.U.A.		1523 route 9 north					
09/23/22	1	Tipping Fees - August 2022	1,971.76	2-01-26-310-066	Budget	Aprv	35	1	
22-02313	09/23/22	2 Tipping Fees - August 2022	57,940.61	2-01-31-467-099	Budget	Aprv	36	1	
			<u>59,912.37</u>	BLDGS & GRNDS LANDSCAPING CMC TIPPING FEES					
22-02273	10/04/22	03159 COASTAL LANDSCAPING		102-D N, RAILROAD AVE					
09/16/22	1	Part 4 Healthy Lawn Program	125.03	2-01-26-310-021	Budget	Aprv	3	1	
			<u>125.03</u>	BLDGS & GRNDS - CONTR SVCS					
22-02347	10/04/22	03348 COMCAST		PO BOX 37601					
09/29/22	1	INTERNET	395.00	2-01-20-100-036	Budget	Aprv	61	1	
			<u>395.00</u>	GEN ADM - OFFICE SUPPLIES					
22-02285	10/04/22	03361 COMCAST		P.O. BOX 70219					
09/16/22	1	INTERNET	499.63	2-01-28-370-036	Budget	Aprv	9	1	
22-02346	09/29/22	1 8499 05 013 0035690	388.28	2-01-25-252-036	Budget	Aprv	58	1	
22-02346	09/29/22	2 8499 05 013 0147107	296.02	2-01-25-240-036	Budget	Aprv	59	1	
				EM MGT- OFFICE SUPPLIES POLICE - OFFICE SUPPLIES					

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
22-02346	09/29/22	3 8499050130112879	104.85	2-01-26-290-036	Budget	Aprv	60	1
			<u>1,288.78</u>	PUB WKS - OFFICE SUPPLIES				
10/04/22	03941	COASTAL BROADCASTING SYSTEMS		302 pacific ave				
22-02311	09/22/22	1 Back to School Sponsorship	525.00	T-03-56-200-011	Budget	Aprv	34	1
			<u>525.00</u>	TOURIST DEVELOPMENT COMMISSION				
10/04/22	04484	DEVO & ASSOCIATES		1252 HADDONFIELD-BERLIN ROAD				
22-02325	09/26/22	1 Smartfolio - September 2022	812.16	2-01-26-290-058	Budget	Aprv	37	1
			<u>812.16</u>	PUB WKS - OTHER EQUIP & SUPPL				
10/04/22	06159	FEDERAL RENT-A-FENCE, INC		P.O. BOX 266				
22-02326	09/26/22	1 Fence and Fuel - Irish Fest	2,544.60	2-01-26-310-058	Budget	Aprv	38	1
			<u>2,544.60</u>	Buildings&Grounds Other Equip/Supplies				
10/04/22	07009	GARDEN STATE HIGHWAY PRODUCTS		301 Riverside Drive				
22-01127	05/25/22	1 Bid Sheet-List of Items	22,332.98	2-01-26-290-096	Budget	Aprv	1	1
			<u>22,332.98</u>	PUB WKS - STREET SIGNS				
10/04/22	07271	GARDEN STATE GENERAL CONST.		8 CLERMONT DRIVE				
22-02337	09/28/22	1 Emergency Sewer and Drainage	24,585.76	C-04-55-818-020	Budget	Aprv	44	1
				Ordinance 1818-Streets, Roads, Bulkhead				
22-02337	09/28/22	2 Emergency Sewer and Drainage	6,543.42	C-04-55-818-020	Budget	Aprv	45	1
				Ordinance 1818-Streets, Roads, Bulkhead				
22-02337	09/28/22	3 Emergency Sewer and Drainage	17,428.47	C-04-55-818-020	Budget	Aprv	46	1
				Ordinance 1818-Streets, Roads, Bulkhead				
22-02337	09/28/22	4 Emergency Sewer and Drainage	6,966.11	C-04-55-818-020	Budget	Aprv	47	1
				Ordinance 1818-Streets, Roads, Bulkhead				
22-02337	09/28/22	5 Emergency Sewer and Drainage	13,684.40	C-04-55-818-020	Budget	Aprv	48	1
			<u>69,208.16</u>	Ordinance 1818-Streets, Roads, Bulkhead				
10/04/22	07317	GREAT AMERICAN FINANCIAL SERV		PO BOX 660831				
22-02306	09/22/22	1 POSTAGE MACHINE LEASE	243.00	2-01-20-120-022	Budget	Aprv	29	1
			<u>243.00</u>	MUN CLK - POSTAGE				
10/04/22	07963	GRASSY SOUNDS MARINA OPERATION		13 OLD NORTH WILDWOOD BLVD				
22-01170	05/31/22	5 NWFD Boat Fuel	448.80	2-01-31-460-010	Budget	Aprv	2	1
				GASOLINE COSTS				
22-02275	09/16/22	1 NWFD Boat Fuel	324.75	2-01-31-460-010	Budget	Aprv	5	1
			<u>773.55</u>	GASOLINE COSTS				
10/04/22	07967	GARY M GLASS, M.D.		3137 FIRE ROAD				
22-02299	09/22/22	1 PSYCHE EVAL - CONOVER	350.00	2-01-25-265-093	Budget	Aprv	18	1
				FIRE DEPT-MED TEST & CERT				

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description		Description					
				350.00						
22-02339	10/04/22	11048	K.O. SPORTS		2001 E. MOYAMENSING AVE					
	09/29/22	1	NW WHALERS HOCKEY JERSEYS	800.00	T-03-56-190-011	Budget	Aprv	54	1	
				800.00	RECREATION CENTER					
22-02302	10/04/22	12035	LAWSOFT inc		15 HAMBURG TUNRPIKE					
	09/22/22	1		9,300.00	2-01-25-240-029	Budget	Aprv	25	1	
				9,300.00	POLICE-CONTRACTUAL SERVICES					
22-02308	10/04/22	12218	LINDA L LACOMBE		PO BOX 28157					
	09/22/22	1	LIGHTHOUSE SUPPLIES	66.20	T-03-56-195-011	Budget	Aprv	31	1	
					HEREFORD LIGHTHOUSE TRUST					
22-02308	09/22/22	2	LIGHTHOUSE SUPPLIES	85.00	T-03-56-195-011	Budget	Aprv	32	1	
				151.20	HEREFORD LIGHTHOUSE TRUST					
22-02304	10/04/22	13996	VINCENT J. MORRISON		125 52ND STREET					
	09/22/22	1		370.00	2-01-43-490-028	Budget	Aprv	27	1	
				370.00	MUN CT - OTHER PROF, CONSULT					
22-02288	10/04/22	14030	NW FIRE CO. #1		1409 CENTRAL AVENUE					
	09/19/22	1	Gasoline - Fire Boat	368.00	2-01-31-460-010	Budget	Aprv	12	1	
				368.00	GASOLINE COSTS					
22-02296	10/04/22	14160	NJSACOP		751 ROUTE 73 NORTH					
	09/20/22	1		475.00	2-01-25-240-029	Budget	Aprv	17	1	
				475.00	POLICE-CONTRACTUAL SERVICES					
22-02276	10/04/22	14309	NEW HORIZON COMMUNICATIONS		P.O. BOX 981073					
	09/16/22	1	August 2022 Phone	2,165.15	2-01-31-440-010	Budget	Aprv	6	1	
					TELEPHONE COSTS					
22-02276	09/16/22	2	September 2022 Phone	2,168.82	2-01-31-440-010	Budget	Aprv	7	1	
				4,333.97	TELEPHONE COSTS					
22-02352	10/04/22	14721	Northeast Sweepers & Rentals		20 Montesano Road					
	09/29/22	1	Sweeper - Rental	13,130.00	2-01-26-290-028	Budget	Aprv	64	1	
					PUB WKS MAINTOF CITY FLEET OVER 1 TON					
22-02352	09/29/22	2	Sweeper - Rental	89.98	2-01-26-290-028	Budget	Aprv	65	1	
				13,219.98	PUB WKS MAINTOF CITY FLEET OVER 1 TON					
22-02294	10/04/22	17633	quill . com		po box 37600					
	09/20/22	1		133.98	2-01-25-240-036	Budget	Aprv	15	1	
					POLICE - OFFICE SUPPLIES					
22-02295	09/20/22	1		87.98	2-01-25-240-036	Budget	Aprv	16	1	

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description		Description					
				221.96	POLICE - OFFICE SUPPLIES					
10/04/22	19026	SNAP-ON INDUSTRIAL			21755 NETWORK PLACE					
22-02293	09/20/22	1	Software	806.94	2-01-26-290-025	Budget	Aprv	14	1	
				806.94	PUB WKS-MAINT OF VEHICLES UNDER 1 TON					
10/04/22	19051	SUNBELT RENTALS, INC			po box 409211					
22-02335	09/28/22	1	RENTAL OF 4WD UTILITY VEHICLES	1,289.96	2-01-28-380-058	Budget	Aprv	42	1	
					LFGDS - OTHER EQUIP & SUPPLIES					
22-02335	09/28/22	2	RENTAL OF 4WD UTILITY VEHICLES	2,026.95	2-01-28-380-058	Budget	Aprv	43	1	
				3,316.91	LFGDS - OTHER EQUIP & SUPPLIES					
10/04/22	19164	SOUTH JERSEY FASTENERS			428 BAYWYN ROAD					
22-02330	09/27/22	1	Stainless screws, torx deck sc	921.63	2-01-26-310-038	Budget	Aprv	40	1	
				921.63	BLDGS & GRNDS-HDWRE/MINOR TOOLS					
10/04/22	19472	SOUTH JERSEY INTERPRETERS			PO BOX 172					
22-02305	09/22/22	1		150.00	2-01-43-490-028	Budget	Aprv	28	1	
				150.00	MUN CT - OTHER PROF, CONSULT					
10/04/22	19664	Stefankiewicz & Belasco LLC			111 e 17th st suite 100					
22-02300	09/22/22	1	PB Solicitor escrow	210.00	P-22-6-1	Project	Aprv	19	1	
					224 W 10TH AVENUE					
22-02300	09/22/22	2	PB Solicitor escrow	56.00	P-22-7-1	Project	Aprv	20	1	
					500 ATLANTIC AVENUE					
22-02300	09/22/22	3	PB Solicitor escrow	56.00	P-22-7-2	Project	Aprv	21	1	
					802 NEW YORK AVENUE					
22-02300	09/22/22	4	PB Solicitor escrow	70.00	P-22-8-1	Project	Aprv	22	1	
					208 W CHESTNUT AVENUE					
22-02300	09/22/22	5	PB Solicitor escrow	406.00	Z-22-5-2	Project	Aprv	23	1	
					100 E WALNUT AVENUE					
22-02300	09/22/22	6	PB Solicitor escrow	224.00	Z-22-3-1	Project	Aprv	24	1	
					119 E 17TH AVENUE					
22-02303	09/22/22	1	PB Solicitor escrow	336.00	Z-21-6-2	Project	Aprv	26	1	
				1,358.00	721 & 723 SPRUCE AVE					
10/04/22	20250	TAYLOR OIL COMPANY			P.O. BOX 974					
22-02338	09/28/22	1	No Lead Gas, Diesel	2,042.12	2-01-31-460-010	Budget	Aprv	49	1	
					GASOLINE COSTS					
22-02338	09/28/22	2	No Lead Gas, Diesel	3,981.01	2-01-31-460-010	Budget	Aprv	50	1	
					GASOLINE COSTS					
22-02338	09/28/22	3	No Lead Gas, Diesel	3,641.60	2-01-31-460-010	Budget	Aprv	51	1	
					GASOLINE COSTS					
22-02338	09/28/22	4	No Lead Gas, Diesel	3,249.96	2-01-31-460-010	Budget	Aprv	52	1	
					GASOLINE COSTS					
22-02338	09/28/22	5	No Lead Gas, Diesel	3,845.62	2-01-31-460-010	Budget	Aprv	53	1	

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description		Description					
				16,760.31	GASOLINE COSTS					
22-02327	10/04/22	20271	TACTICAL PUBLIC SAFETY		1036 INDUSTRIAL DRIVE					
09/26/22	1			4,992.00	2-01-25-240-029	Budget	Aprv	39	1	
				4,992.00	POLICE-CONTRACTUAL SERVICES					
22-02309	10/04/22	21017	US LIGHTHOUSE SOCIETY		9005 POINT NO POINT RD N.E.					
09/22/22	1		LIGHTHOUSE SUPPLIES	499.00	T-03-56-195-011	Budget	Aprv	33	1	
				499.00	HEREFORD LIGHTHOUSE TRUST					
22-02349	10/04/22	22035	VERIZON WIRELESS		P.O. BOX 408					
09/29/22	1		LOOK UP	141.19	2-01-31-440-010	Budget	Aprv	62	1	
				141.19	TELEPHONE COSTS					
22-02350	10/04/22	22037	VERIZON		P.O. BOX 16801					
09/29/22	1		LOOK UP	7.18	2-01-25-252-036	Budget	Aprv	63	1	
				7.18	EM MGT- OFFICE SUPPLIES					
22-02307	10/04/22	23001	WEST PAYMENT CENTER		P.O. BOX 6292					
09/22/22	1		WEST ONLINE	204.53	2-01-20-120-033	Budget	Aprv	30	1	
				204.53	MUN CLK - BOOKS AND PUB					
22-02341	10/04/22	23721	WEJConsulting, LLC		675 Columbus Circle					
09/29/22	1		COMMUNICATIONS POWERPOINT TRAI	300.00	2-01-25-265-025	Budget	Aprv	56	1	
				300.00	FIRE - MAINTENANCE OF VEHICLES					
22-02286	10/04/22	24005	XEROX CORPORATION		po box 827598					
09/16/22	1		City Copier Lease	1,660.59	2-01-25-240-026	Budget	Aprv	10	1	
				1,660.59	POLICE - MAINT OF OTHER EQUIP					
22-02333	10/04/22	30064	Anthony Morrison		335 West 16th Ave					
09/27/22	1		Return of Escrow Balance	1,314.10	P-2020-8-2	Project	Aprv	41	1	
				1,314.10	335 WEST 16TH AVE					
22-02274	10/04/22	30067	Amber wilczynski		318 E. 5th Street					
09/16/22	1		BUCKETS BBALL CAMP REFUND	350.00	T-03-56-190-011	Budget	Aprv	4	1	
				350.00	RECREATION CENTER					

checks:	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
	41	65	231,141.04



There are NO errors or warnings in this listing.

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	2-01	149,135.58	0.00	0.00	149,135.58
	C-04	69,208.16	0.00	0.00	69,208.16
	T-03	10,125.20	0.00	0.00	10,125.20
Total of All Funds:		228,468.94	0.00	0.00	228,468.94

Project Description	Project No.	Project Total
335 WEST 16TH AVE	P-2020-8-2	1,314.10
224 W 10TH AVENUE	P-22-6-1	210.00
500 ATLANTIC AVENUE	P-22-7-1	56.00
802 NEW YORK AVENUE	P-22-7-2	56.00
208 W CHESTNUT AVENUE	P-22-8-1	70.00
721 & 723 SPRUCE AVE	Z-21-6-2	336.00
119 E 17TH AVENUE	Z-22-3-1	224.00
100 E WALNUT AVENUE	Z-22-5-2	406.00
Total of All Projects:		<u>2,672.10</u>

G/L Posting Summary

Account	Description	Debits	Credits
2-01-101-01-100-011	CASH-CURRENT FUND	0.00	149,135.58
2-01-201-20-000-000	CURRENT YEAR APPROPRIATIONS	<u>149,135.58</u>	<u>0.00</u>
	Totals for Fund 2-01 :	<u>149,135.58</u>	<u>149,135.58</u>
2-03-101-01-000-012	CASH-DEVELOPER DEPOSITS	0.00	2,672.10
2-03-101-01-000-024	CASH - RECREATION CTR TRUST FD	0.00	8,950.00
2-03-101-01-000-026	CASH - HEREFORD LIGHTHOUSE FD	0.00	650.20
2-03-101-01-000-028	CASH - TOURIST DEV COMMISSION	0.00	525.00
2-03-286-56-856-801	RESERVE FOR DEVELOPERS DEPOSIT	2,672.10	0.00
2-03-286-56-862-801	RESERVE FOR RECREATION CTR	8,950.00	0.00
2-03-286-56-863-801	RESERVE FOR HEREFORD LIGHTHSE	650.20	0.00
2-03-286-56-864-801	RESERVE FOR TOURIST DEVLPMT	<u>525.00</u>	<u>0.00</u>
	Totals for Fund 2-03 :	<u>12,797.30</u>	<u>12,797.30</u>
2-04-101-01-000-000	CASH-CAPITAL FUND	0.00	69,208.16
2-04-215-55-900-000	IMPROVEMENT AUTHORIZATIONS	<u>69,208.16</u>	<u>0.00</u>
	Totals for Fund 2-04 :	<u>69,208.16</u>	<u>69,208.16</u>
	Grand Total:	<u>231,141.04</u>	<u>231,141.04</u>

Batch Id: RB2 Batch Type: C Batch Date: 10/04/22 Checking Account: CREST G/L Credit: Budget G/L Credit  
Generate Direct Deposit: Y

Check No. PO #	Check Date Enc Date	Vendor # Name Item Description	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
Dir Dep	10/04/22	02048 BOARDWALK SID MGMT CORP.		2426 BOARDWALK				
22-02332	09/27/22	1 UEZ Funded Sound Syst. Upgrade	34,097.00	G-02-40-100-233	Budget	Aprv	9	1
				2022 UEZ BOARDWALK PUBLIC ADDRESS SYSTEM				
			34,097.00					
Dir Dep	10/04/22	02667 BARBARA GEVAUDAN		2105 TIDEWATER AVE				
22-02348	09/29/22	1 LINE DANCING INSTRUCTOR	40.00	T-03-56-190-011	Budget	Aprv	13	1
				RECREATION CENTER				
22-02348	09/29/22	2 LINE DANCING INSTRUCTOR	40.00	T-03-56-190-011	Budget	Aprv	14	1
				RECREATION CENTER				
22-02348	09/29/22	3 LINE DANCING INSTRUCTOR	40.00	T-03-56-190-011	Budget	Aprv	15	1
				RECREATION CENTER				
22-02348	09/29/22	4 LINE DANCING INSTRUCTOR	40.00	T-03-56-190-011	Budget	Aprv	16	1
				RECREATION CENTER				
22-02348	09/29/22	5 LINE DANCING INSTRUCTOR	40.00	T-03-56-190-011	Budget	Aprv	17	1
				RECREATION CENTER				
			200.00					
Dir Dep	10/04/22	03398 BILL CIAVARELLI						
22-02334	09/28/22	1 NJ BOATING CERTIFICATION	100.00	2-01-28-380-042	Budget	Aprv	10	1
				LIFEGDS - EDUCATION & TRAINING				
			100.00					
Dir Dep	10/04/22	04387 DAVE GREENLAND		412 W GLENWOOD AVE				
22-02289	09/19/22	1 Various Repairs and Labor	480.00	2-01-26-290-028	Budget	Aprv	1	1
				PUB WKS MAINTOF CITY FLEET OVER 1 TON				
22-02289	09/19/22	2 Various Repairs and Labor	395.48	2-01-26-290-028	Budget	Aprv	2	1
				PUB WKS MAINTOF CITY FLEET OVER 1 TON				
22-02289	09/19/22	3 Various Repairs and Labor	547.95	2-01-26-290-028	Budget	Aprv	3	1
				PUB WKS MAINTOF CITY FLEET OVER 1 TON				
22-02289	09/19/22	4 Various Repairs and Labor	438.50	2-01-26-290-028	Budget	Aprv	4	1
				PUB WKS MAINTOF CITY FLEET OVER 1 TON				
			1,861.93					
Dir Dep	10/04/22	11085 KELTEX IMPRINTED APPAREL INC		428A WOODBINE OCEANVIEW RD				
22-02351	09/29/22	1 AROUND THE ISLAND ROW SHIRTS	13,496.50	T-03-56-190-011	Budget	Aprv	18	1
				RECREATION CENTER				
22-02351	09/29/22	2 ATIR TEES - RUSSOS	527.50	T-03-56-190-011	Budget	Aprv	19	1
				RECREATION CENTER				
22-02351	09/29/22	3 JR LIFEGUARD TEES	1,565.00	T-03-56-190-014	Budget	Aprv	20	1
				REC TRUST-JUNIOR LIFEGUARDS				
22-02351	09/29/22	4 BESCHEN CALLAHAN SHIRTS	2,922.00	2-01-28-380-098	Budget	Aprv	21	1
				LIFGDS - RACES, TROPHIES, ETC.				
			18,511.00					
Dir Dep	10/04/22	13633 MASTER DJ AND SOUND		PO BOX 2381				
22-02290	09/19/22	1 Sound Check #3	1,050.00	T-03-56-200-011	Budget	Aprv	5	1
				TOURIST DEVELOPMENT COMMISSION				
			1,050.00					

Check No.	Check Date	Vendor #	Name	Payment Amt	Street 1 of Address to be printed on Check	Charge Account	Account Type	Status	Seq	Acct
PO #	Enc Date	Item	Description		Description					
Dir Dep	10/04/22	15374	PARKER MCCAY PA		9000 MIDATLANTIC DR SUITE 300					
22-02343	09/29/22	1	General Public Finance	795.50	2-01-20-155-027	Budget	Aprv	11	1	
					LEGAL SERV-PROF SERVICES					
22-02344	09/29/22	1	2022 BAN, Series A	1,712.32	2-01-20-155-027	Budget	Aprv	12	1	
					LEGAL SERV-PROF SERVICES					
				<u>2,507.82</u>						
Dir Dep	10/04/22	18280	JUSTIN ROBINSON							
22-02328	09/27/22	1		15.00	2-01-25-240-058	Budget	Aprv	8	1	
					POLICE-OTHER EQUIP & SUPPLIES					
				<u>15.00</u>						
Dir Dep	10/04/22	23071	WILLIAMS SCOTSMAN, INC		901 S BOND STREET					
22-02297	09/21/22	1	Trailer Rental	4,096.00	2-01-26-315-025	Budget	Aprv	6	1	
					FLEET MAINT - LEASE PAYMENTS					
22-02297	09/26/22	2	Trailer Rental	553.30	2-01-26-315-025	Budget	Aprv	7	1	
					FLEET MAINT - LEASE PAYMENTS					
				<u>4,649.30</u>						

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Direct Deposit:	9	21	62,992.05

There are NO errors or warnings in this listing.

Totals by Year-Fund  
Fund Description

Fund	Budget Total	Revenue Total	G/L Total	Total
2-01	12,056.05	0.00	0.00	12,056.05
G-02	34,097.00	0.00	0.00	34,097.00
T-03	16,839.00	0.00	0.00	16,839.00
Total of All Funds:	<u>62,992.05</u>	<u>0.00</u>	<u>0.00</u>	<u>62,992.05</u>

G/L Posting Summary

Account	Description	Debits	Credits
2-01-101-01-100-011	CASH-CURRENT FUND	0.00	12,056.05
2-01-201-20-000-000	CURRENT YEAR APPROPRIATIONS	<u>12,056.05</u>	<u>0.00</u>
	Totals for Fund 2-01 :	12,056.05	12,056.05
2-02-101-01-000-000	DUE FROM CURRENT	0.00	34,097.00
2-02-213-40-700-233	2022 UEZ BOARDWALK PUBLIC ADDRESS SYSTEM	<u>34,097.00</u>	<u>0.00</u>
	Totals for Fund 2-02 :	34,097.00	34,097.00
2-03-101-01-000-024	CASH - RECREATION CTR TRUST FD	0.00	14,224.00
2-03-101-01-000-027	CASH-RECREATION TRUST-JR LIFEGUARDS	0.00	1,565.00
2-03-101-01-000-028	CASH - TOURIST DEV COMMISSION	0.00	1,050.00
2-03-286-56-862-801	RESERVE FOR RECREATION CTR	14,224.00	0.00
2-03-286-56-863-804	RESERVE FOR RECREATION-JR LIFEGUARDS	1,565.00	0.00
2-03-286-56-864-801	RESERVE FOR TOURIST DEVLPMT	<u>1,050.00</u>	<u>0.00</u>
	Totals for Fund 2-03 :	16,839.00	16,839.00
	Grand Total:	<u>62,992.05</u>	<u>62,992.05</u>