CITY OF NORTH WILDWOOD

NOTICE OF PROPOSED AGENDA OF COUNCIL MEETING

MAY 2, 2023 AT 5:00 PM

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

<u>ROLL CALL</u>......FLAG SALUTE......MOMENT OF SILENCE.

MINUTES: APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 18, 2023

COMMUNICATIONS:

Receive & File: MIDDLE TOWNSHIP, RE: 2023 Gypsy Moth Control Program ATLANTIC COUNTY MUNICIPAL JIF, RE: 2023 Elected Officials Training Seminar CAPE MAY COUNTY MUA, RE: Regional Wastewater Conveyance and Treatment Services NEW JERSEY DEP, RE: CAFRA Permit, Sean & Kelly Dougherty, 203 Delaware Avenue

Approve & File: SPECIAL EVENT, RE: Captain Kidd Pirate Day, May 20 SPECIAL EVENT, RE: Captain Kidd Bonfire, May 20

APPOINTMENTS:

City Clerk (Lighthouse Staff) Beach Patrol Public Works Dept. Recreation Dept. Fire Dept. Administration Police Dept.

ORDINANCES:

Ord. 1900 (2nd Reading) – 2023 Salary Ordinance Ord. 1904 (1st Reading) – Amending Chapter 276, Pier & Bdwk Districts Regulations Ord. 1905 (1st Reading) – Capital Improvement Ordinance

RESOLUTIONS:

- 1. Refund for Overpayment of Real Estate Taxes
- 2. Cancelling Amounts on Sewer Accounts (Sewer Committee)
- 3. Establishing Rates for Paid Parking Spaces and Parking Lots
- 4. Authorizing Issuance of Annual Parking Permits
- 5. Authorize One-Year Extension Shared Services Agreement w/ NW Board of Education
- 6. Authorizing Contract with ParkMobile for Parking Meter Mobile Applications
- 7. Authorizing Advertisement for Public Bid Police Dept. Renovations
- 8. Authorizing Advertisement for Public Bid NW Gateway Park & Improvements
- 9. Issuance of Amusement Game Licenses (Deitz)
- 10. Authorizing Return of Balance of Escrow Deposit (Dinon)
- 11. Awarding Contract Anglesea Line Striping Project
- 12. Awarding Contract Reconstruction of E. 5th Avenue

VOUCHER LIST/FINANCE: Authorizing payment of all approved vouchers

<u>COUNCIL:</u> <u>PUBLIC:</u> <u>ADJOURNMENT:</u>

Next Regular Meeting: Tuesday, May 16, 2023 @ 10:00 a.m.

OFFICE OF THE MUNICIPAL CLERK AND ADMINISTRATION



Kimberly Osmundsen Clerk / Business Administrator

Suzanne Schumann Deputy Business Administrator

Emily Bartleson Deputy Clerk / Deputy Registrar

MIDDLE TOWNSHIP "A Safe and Clean Family Community"

April 10, 2023

RE: 2023 Gypsy Moth Control Program

Dear Resident:

Gypsy moth egg mass surveys, conducted by the New Jersey Department of Agriculture, indicate that gypsy moth populations will be very high during May and June 2023. Leaf feeding by the caterpillars of this pest will cause severe defoliation of many of our trees. Consequently, the municipality has entered into a cooperative control program with the New Jersey Department of Agriculture and the United States Forest Service. This program is being operated on an integrated approach, utilizing a pesticide with a naturally occurring active ingredient to reduce defoliating populations of this forest pest. The aerial spraying will be employed around residential and recreational areas to reduce tree loss, while natural control agents will be encouraged to reduce pest levels in remote, uninhabited areas.

In your area, only the biological insecticide, Bacillus thuringiensis var. kurstaki (FORAY76B, EPA Reg. # 73049-49) will be applied once by aircraft at a dosage rate of 38 B.I.U.'s (64 oz.) per acre by Downstown Airport, Inc (DEP# 90029A). The spray operation is expected to begin on or after May 8, 2023 through June 3, 2023 or until completion. The exact date of application will depend on climatic conditions and the development of the caterpillars and trees in your area. A municipal contact person may be reached at the Township Administration Offices (609) 465-8732, 33 Mechanic Street, Cape May Court House, New Jersey 08210 to answer any questions you may have about the exact timing and dates of treatment.

To ensure precise placement of the spray material, aircraft will conduct treatments only when there is little or no wind. Daily spray operations normally are conducted early in the morning between 5:30 a.m. and 2:00 p.m. and possibly between 5:00 p.m. and 8:00 p.m. in the evening. However, no pesticide application for gypsy moth control will take place between 8:00 a.m. and 9:00 a.m.

33 Mechanic Street Cape May Court House, New Jersey 08210 (609) 465-8721 / (609) 465-9659 (fax) Although B.t.k. use has very minimal risk to humans or wildlife, individuals wishing no exposure to either themselves or their children, before or after this one hour no spray shutdown time should remain indoors during the treatment. If you must go outside, wear rain gear or use an umbrella to prevent contact with the spray material, especially if you hear the aircraft working in your area.

Trained personnel from the New Jersey Department of Agriculture and our municipality will assist in the program. Pilots will be carefully briefed to ensure that the spray material is being applied in the proper areas as directed. The program is being conducted to protect and preserve the municipalities and your valuable shade tree resources. Your understanding and cooperation will be very much appreciated.

Individuals wishing additional information about pesticides may contact the National Pesticide Information Center at 1-800-858-7378. For emergencies call the New Jersey Poison Information and Education System at 1-800-222-1222. For pesticide regulation information, pesticide complaints, and health referrals call the New Jersey Pesticide Control Program at 609-984-6568.

Upon request, the pesticide applicator or applicator business shall provide a resident with notification 12 hours prior to the application, except for Quarantine and Disease Vector Control only, when conditions necessitate pesticide applications sooner than that time. Additional information about the program is also available on the New Jersey Department of Agriculture's website at: http://www.state.nj.us/agriculture/divisions/pi/prog/gypsymoth.html

Sincerely,

Suzanne Schumann

Suzanne Schumann Deputy Business Administrator Township of Middle

> 33 Mechanic Street Cape May Court House, New Jersey 08210 (609) 465-8721 / (609) 465-9659 (fax)

FACT SHEET

Bacillus thuringiensi svar. kurstaki, (B.t.k.) Used in the LDD (Gypsy Moth) Aerial Spray Program

The New Jersey Department of Agriculture will again be offering to participating municipalities the biological insecticide *Bacillus thuringiensis var. kurstaki*, (*B.t.k.*) in the 2023 LDD Cooperative Suppression Program.

TOXICOLOGY

B.t.k. is among the least toxic insecticides for use in residential areas to control the LDD. Its active ingredient is a bacterium, which occurs naturally in the environment *B.t.k.* has a high specific mode of action in controlling caterpillars and has shown no toxicity to mammals, fish of other wildlife at the recommended field rates. However, those individuals wishing a near zero exposure to themselves or their children during the spray operation, should stay indoors for at least 10-20 minutes, or use an umbrella to intercept the fine spray mist is outdoors when the aircraft passes.

BIOLOGICAL EFFECTIVENESS

B.t.k. must be ingested by the LDD caterpillar to be effective; therefore, larval mortality is not immediate and may take up to ten days for mortality to occur. Generally, the new dosage rates of *B.t.k.* used by the Department of Agriculture provide good foliage protection and population control. However, proper timing is critical since the larger caterpillars are harder to kill, therefore, extensive shutdowns, for any reason, could reduce the effectiveness of the pesticide.

ECONOMIC FEASIBILITY

B.t.k. will be applied at a dose of 38 B.I.U.'s (64 oz.) per acre by aircraft. The cost of aerial treatments varies between \$50.00-\$65.00 per acre depending on the dosage rate, geographical location and size of the treatment blocks. The New Jersey Department of Agriculture and the local municipality are currently sharing this cost. Only spray programs utilizing New Jersey Department of Agriculture prescribed insecticides and under State supervision are eligible for these cost-sharing funds.

ENVIRONMENTAL EFFECTS

B.t.k. has a residual life of less than 10 days and has little or no impact on non-target organisms. *B.tk* residues do not present a hazard, and sprays can be applied near water or over garden crops without causing adverse effects.

W. Scott Jett

-	
From:	Paul Forlenza < Paul_Forlenza@rpadmin.com>
Sent:	Wednesday, April 19, 2023 10:19 AM
To:	ccrone@abseconnj.org; dnollett@avalonboro.org; lsweeney@brigantinebeachnj.com; depclerk@buenaboro.org; cityclerk@capemaycity.com; ewallace@capemaypoint.org; HSparks@commercialtwp.com; clerk@corbincitynj.com; kseifrit@deerfieldtownship.org; jackie@dennistwp.org; downetwpclerk@comcast.net; etedesco@ehtgov.org; cityclerk@estellmanor.org; pgatto@folsomborough.com; kdanieli@gtnj.org; rmartino@townshipofhamilton.com; Inapoli@linwoodcity.org; clerk@longport-nj.us; jpicard@townshipoflower.org; Casey_Johanna@margate-nj.com; kosmundsen@middletownship.com; Jeanne.hitchner@millvillenj.gov; Jriggs@mullicatownship.org; tvancamp@newfieldboro.org; W. Scott Jett; mcanesi@cityofnorthfield.org; Mrasner@OCNJ.us; dking@pleasantvillenj.us; sromano@seaislecitynj.us; lsamuelsen@spgov.org; stanfords@shnj.org; jherron@uppertownship.com; rspoltore@upperdeerfield.com; lhand@ventnorcity.org; dliedtka@waterfordtwp.org; sregn@waterfordtwp.org; TEnteado@westcapemay.us;
	dfrederick@westwildwood.org;
	abauer@boroughofwoodbine.net
Cc:	Kamini Patel; Kristi Kristie; Karla Allamby; Megan Matro
Subject:	EXTERNALFW: Elected Official Risk Management Training New Learning Management System Platform
Attachments:	Elected Officials TrainingNew Learning Platform instructions 041723.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Municipal Clerks:

Please see email below and the attached instructions regarding a pause in the availability of your Elected Officials to complete the 2023 Elected Officials Training Seminar due to a conversion of the MEL Safety Institute (MSI) learning platform.

The below email was sent to all Fund Commissioners yesterday afternoon; however, I am forwarding this to you asking that you please notify your Elected Officials of this situation and provide them with the attached instructions. You will note that the MEL Learning Management platform is expected to be offline until April 30, 2023. As a result, the deadline for your Elected Officials to complete this training has been extended from May 1st to May 31, 2023.

If some or all of your Elected Officials have already completed this training, there is nothing they need to do as previously completed training sessions have been recorded and saved. You can check to see those from your town that have completed the training as of April 14, 2023, by clicking on the link below.

https://acmjif.org/sign-in-sheets/

As always, I appreciate your assistance.

Please feel free to contact me if you have any questions.

Thanks.

Paul A. Forlenza, MGA

Executive Program Director



6000 Sagemore Drive, Suite 6203 | Marlton, NJ 08053 P - (856) 446-9135 Paul_Forlenza@riskprogramadministrators.com riskprogramadministrators.com

Risk Program Administrators is a division of Gallagher

Gallagher

Insurance | Risk Management | Consulting





Communications concerning this matter, including this email and any attachments, are provided for purposes of insurance/risk management consulting. Options and advice provided by Risk Program Administrators / Gallagher are is not intended to be, and should not be construed to be, legal advice. Please direct any request for legal advice to your attorney.

A licensed Risk Program Administrators / Gallagher representative must provide the appropriate insurance carrier with written instructions in order to bind insurance coverage. Therefore, client instructions via email are not sufficient to bind coverage unless and until you have received explicit written confirmation from an authorized Risk Program Administrators / Gallagher representative.

From: Jaine Testa <jainet@permainc.com>

Sent: Tuesday, April 18, 2023 3:56 PM

Cc: Michael Avalone <mavalone@connerstrong.com>; Dennis Brown <DBrown@GlennInsurance.com>; Casey Byrne (cbyrne@jbyrneagency.com) <cbyrne@jbyrneagency.com>; Nicholas A. Cashan III (ncashan@bca-insurance.com) <ncashan@bca-insurance.com>; Robert Conner (bob@mintsinsurance.com) <bob@mintsinsurance.com>; Michael Donato (mdonato@insuranceagenciesinc.com) <mdonato@insuranceagenciesinc.com>; Stowell Fulton (stowell.fulton@atlanticassoc.com) <stowell.fulton@atlanticassoc.com>; Helen Goodwin <heleng@hig.net>; Thomas Heist (theist@heistinsurance.com) <theist@heistinsurance.com>; Mike McLaughlin <MMcLaughlin@mma-ne.com>; billm@mcmahonagency.com; David Miller (dfmiller@insuranceagenciesinc.com) <dfmiller@insuranceagenciesinc.com>; Tom Narolewski <tom.narolewski@AssuredPartners.com>; Chris Powell (chrisp@hig.net) <chrisp@hig.net>; Jim Ridgway (jridgway@jbyrneagency.com) <jridgway@jbyrneagency.com>; J. Eugene Siracusa - Siracusa-Kaufman Insurance (gsiracusa@insuranceagenciesinc.com) <gsiracusa@insuranceagenciesinc.com>; Michael F. Thomas (mthomas@glenninsurance.com) <mthomas@glenninsurance.com>; Hardenbergh Insurance Group, Inc. (dvalenti@hig.net) <dvalenti@hig.net>; Paul Forlenza <Paul_Forlenza@RiskProgramAdministrators.com> Subject: Elected Official Risk Management Training -- New Learning Management System Platform

<u>To: (via 'bcc'):</u> <u>Atlantic County Municipal Joint Insurance Fund</u> Bcc: Fund commissioners Cc: Risk Management Consultants

The MEL is now in the process of transitioning the MEL Safety Institute's Learning Management System (LMS) Platform. Access to the LMS is shutdown until April 30. As a result, the deadline has been extended to May 31, 2023 for Elected Officials to complete the online training and be eligible for a credit against the MEL Assessment.

The attached flyer includes directions for Elected Officials to access this training online **after May 1**st. Directions are also included in the body of this email.

Thank you.

The Municipal Excess Liability Joint Insurance Fund.

2022-2023 ELECTED OFFICIALS RISK MANAGEMENT SEMINAR-INSTRUCTIONS

This course details ways to control workers' compensation and liability insurance costs. Municipal elected officials, authority commissioners and a member's CEO (i.e., municipal manager / administrator or executive director) who completes this course by the extended deadline of May 31, 2023, may qualify for a \$250 credit (capped at approx. 5% of MEL assessment) in their local unit 2023 assessment.

- 1. To log into the MSI's New Learning Management System for the first time, you will need to **receive an activation email with code** by contacting your agencies Training Administrator or Andrea Felip at the MSI office at 856-552-4740 or <u>Afelip@jamontgomery.com</u>.
- 2. Once you receive your activation code via email, follow the link and one-time instructions to activate your account. The activation process will give you a new username and allow you to create a password.
- 3. Once logged into the LMS, navigate to the **'Request Training' button** on the upper right portion of your Home Screen.
- 4. Find and select the 2022-2023 Elected Officials Risk Management Seminar in the dropdown and click submit at the bottom of the screen.

- 5. The course will now show in the **Assigned section** in the center of your Home screen.
- 6. Click the title to launch the course.
- 7. For additional help if needed, this video will walk you through the steps to enroll in online learning. <u>How</u> to Register for Online Learning

Jaine Testa Customer Service Rep

PERMA Risk Management Services

9 Campus Drive | Suite 216 | Parsippany, NJ 07054 P 201-518-7018 F 862-703-3818 jainet@permainc.com | permainc.com

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Please remember requests to bind or change coverage cannot be considered bound until you have received confirmation from an authorized Conner Strong and Buckelew representative.

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Special Note for Enrollment Transactions: If Conner Strong and Buckelew assists with any enrollment or eligibility processing, the plan sponsor should monitor the insurance provider(s)/vendor(s) records to confirm that the proper changes have been made. Conner Strong and Buckelew is not in any way responsible for the accuracy of any eligibility or enrollment processing and handling such transactions is done as a professional courtesy.

It is important to note that while our team of employee benefit professionals are very familiar with the design, administration and operation of employee benefit plans and the law applicable to those activities, PERMA is not the plan administrator or sponsor of any of the employee benefits arrangements offered/sponsored by our clients. All eligibility, enrollment, plan design, and plan administrative decisions and actions taken are at the discretion of the sponsoring entity. PERMA is not a law or tax firm and is not authorized to provide legal or tax advice. Our recommendations should not be construed as, nor are they intended to be, legal or tax advice. Further, the information contained herein is not intended by PERMA to be used, and it cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code that may be imposed on the taxpayer. PERMA encourages its clients to consult with legal counsel and/or tax professionals about the information contained in this communication.



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

April 12, 2023

RE: Reallocation of 2022 User Charges for Regional Wastewater Conveyance and Treatment Services

Dear Mayor/Participant:

The user charge methodology adopted for the Cape May County Municipal Utilities Authority's (Authority and/or CMCMUA) regional wastewater conveyance and treatment system, and the Service Agreements previously executed between the CMCMUA and the Participants in this system, requires an annual adjustment of the estimated user charges to reflect the Authority's actual audited expenses and revenues, as well as, a reallocation of those charges based on the actual measured flow contribution received from each Participant.

The Authority typically adjusts the annual charges billed to each Participant for regional wastewater services in April of the succeeding year, based upon actual flow delivered from each Participant, and audited expenditures from the previous calendar year. The Authority prepared and distributed preliminary estimates of the adjustments to the 2022 User Charges in November 2022 for consideration in the municipal budget process.

The Authority's 2022 Annual Financial Audit has yet to be finalized at this time. In an effort to be consistent with the Service Agreement, and to issue timely first quarter 2023 invoices to the Participants, the Authority is issuing adjustments to 2022 User Charges utilizing the actual flow delivered from each Participant only. Upon the completion of the 2022 Annual Financial Audit, the Authority will notify each Participant of any difference between the estimated adjustment and the actual adjustment and will recognize the difference in the immediate following quarterly invoice. It should be noted that historically the estimated reallocations values are very close to the actual values that result after the Financial Audit.

The enclosed tables outline the calculation of the reallocated 2022 User Charges for regional wastewater services to be billed along with the 2023 first quarter invoices.

Table I - Estimated vs. Actual Flows

Table I compares the estimated flows, from the 2022 User Charge System Rate Setting Report, to the actual flows as measured from each Participant during 2022. The proportion of the total flow (expressed as a percentage of the total flow) contributed to the CMCMUA's regional system by each Participant, as originally estimated and as actually measured, is also shown on this table.

April 12, 2023 Page 1

Table II - Estimated vs. Audited Expenses and Revenues is not included at this time.

Upon the completion of the 2022 Annual Financial Audit, Table II as well as updated Table I and Table III, and documentation recognizing the change in 2022 User Charges (reduction or increase) will be distributed to all Participants.

Table III - Estimated vs. Audited User Charges (Based on Actual Flows and Audited Expenses

Table III adjusts the estimated annual user charges for each Participant to reflect flows on Table I. This table also indicates the amount previously billed to each Participant last year (2022) and calculates the difference (additional payment or credit) for each Participant.

Please do not hesitate to contact Mr. Robert P. Donato, CPA, the Authority's Chief Financial Officer, Mr. Joseph V. Rizzuto, the Authority's Executive Director, or me directly if you have any questions regarding the use of the 2022 estimated adjustments for the first quarter 2023 invoices.

Very truly yours,

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

Joshua Palombo
 Wastewater Program Manager

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

(1) % OF TOTAL SUMMER FLOW (ESTIMATED) FOR FIXED CHARGES (2) % OF TOTAL SUMMER FLOW (ACTUAL) FOR FIXED CHARGES (3) % OF TOTAL YEARLY FLOW (ESTIMATED) FOR VARIABLE CHARGES (4) % OF TOTAL YEARLY FLOW (ACTUAL) FOR VARIABLE CHARGES

SYSTEM RATE SETTING REPORT

ΠŲ	16:					
	* DECEDENCE	TABLE VILOF TH	IE 2022 CHICK	LA LICED CH	ADCE SVETEM D	ATE SETTIN

NOTE			

Г	SUMMER (Fixed) FLOW: YEARLY (Variable) FLOW:			TOTA	R (Fixed) FLOW:	TOTAL YEARLY (Variable) FLOW:						
	estimated	actual	estimated	actual	estimate	ed	actua	al	estimate	ed	actu	al
USER	(Million Gallo	ns per Day)	(Million Gail	ons per Day)	(Million Gallons)	% (1)	(Million Gallons)	% (2)	(Million Gallons)	% (3)	(Million Gallons)	% (4)
OCEAN CITY	5.199	4.045	3.612	2.839	467.910	26.74%	364.082	26.46%	1,318.380	26.36%	1,036.343	27.06%
CITY OF CAPE MAY	1.332	1.219	1.123	0.873	119.880	6.85%	109.709	7.97%	409.895	8.20%	318.473	8.32%
WEST CAPE MAY	0.224	0.164	0.205	0.146	20,160	1.15%	14.773	1.07%	74.825	1.50%	53.344	1.39%
CAPE MAY POINT	0.117	0.092	0.089	0.064	10,530	0.60%	8.314	0.60%	32.485	0.60%	23.265	0.61%
STONE HARBOR	0.953	0.639	0.548	0.378	85.770	4.90%	57.517	4.18%	200.020	4.00%	138.131	3.61%
SEA ISLE CITY	2.158	1.522	1.274	0.955	194.220	11.10%	137.017	9.96%	465.010	9.30%	348.501	9.10%
AVALON	2.081	1.547	1.384	1.021	187.290	10.70%	139.188	10.12%	505.160	10.10%	372.643	9.73%
CREST HAVEN	0.097	0.068	0.096	0.069	8.730	0.50%	6.129	0.45%	35.040	0.70%	25.054	0.65%
RIO GRANDE	0.428	0.349	0.484	0.318	38.520	2.20%	31.425	2.28%	176.660	3.53%	116.108	3.03%
COURT HOUSE	0.506	0.362	0.507	0.375	45.540	2.60%	32.583	2.37%	185.055	3.70%	136.813	3.57%
AVALON MANOR	0.045	0.031	0.034	0.023	4.050	0.23%	2.811	0.20%	12.410	0.25%	8.530	0.22%
STONE HARBOR BOULEVARD	0.054	0.043	0.040	0.031	4.860	0.28%	3.911	0.28%	14.600	0.29%	11.335	0.30%
COURT HOUSE SOUTH	0.237	0.167	0.214	0.159	21.330	1.22%	15.053	1.09%	78.110	1.56%	57.873	1.51%
HARBOR BAY CENTER	0.002	0.002	0.001	0.002	0.180	0.01%	0.216	0.02%	0.365	0.01%	0.583	0.02%
MIDDLE TOWNSHIP TOTAL	1.272	0.956	1.280	0.908	114.480	6.54%	85.999	6.25%	467.200	9.34%	331.242	8.65%
OCEANVIEW SERVICE AREA	0.004	0.003	0.003	0.002	0.326	0.02%	0.294	0.02%	1.095	0.02%	0.683	0.02%
WILDWOOD	1.896	1.695	1.233	1.090	170.640	9.75%	152.571	11.09%	450.045	9.00%	397.734	10.38%
WILDWOOD CREST	1.818	1.516	1.192	0.845	163.620	9.35%	136.436	9.92%	435.080	8.70%	308.482	8.05%
WEST WILDWOOD	0.253	0.184	0.225	0.185	22.770	1.30%	16.603	1.21%	82.125	1.64%	67.522	1.76%
NORTH WILDWOOD	1.944	1.574	1.370	1.067	174.960	10.00%	141.662	10.30%	500.050	10.00%	389.503	10.17%
LTMUA (SHAWCREST)	0.097	0.063	0.066	0.052	8.730	0.50%	5.667	0.41%	24.090	0.48%	19.123	0.50%
TOTALS	19.445	15.288	13.700	10.493	1,750.016	100.009	6 1.375.961	100.00%	5,000.500	100.00%	6 3,830.044	100.00%

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY USER CHARGE SYSTEM -- REALLOCATION OF ACTUAL COSTS FISCAL YEAR 2022 - ESTIMATED VS ACTUAL FLOWS TABLE I *

	2022 ESTIMATED USER CHARGES:			:	REALLOCATION USING ACTUAL FLOWS AND AUDITED COSTS:							BALANCE DUE:	
		Fixed Charges	Variable Charges		Total	F	ixed Charges	Va	riable Charges		Total	Pay	able/(Credit)
OCEAN CITY	\$	8,393,173	1,319,208	\$	9,712,381	\$	8,306,136	\$	1,353,898	\$	9,660,034	\$	(52,347)
CITY OF CAPE MAY	\$	2,150,357	410,152	\$	2,560,509	\$	2,502,881	\$	416,059	\$	2,918,940	\$	358,430
WEST CAPE MAY	\$	361,622	74,872	\$	436,494	\$	337,032	\$	69,690	\$	406,722	\$	(29,772)
CAPE MAY POINT	\$	188,883	32,505	\$	221,388	\$	189,678	\$	30,394	\$	220,072	\$	(1,316)
STONE HARBOR	\$	1,538,506	200,146	\$	1,738,652	\$	1,312,190	\$	180,457	\$	1,492,647	\$	(246,005)
SEA ISLE CITY	\$	3,483,837	465,302	\$	3,949,139	\$	3,125,893	\$	455,288	\$	3,581,181	\$	(367,958)
AVALON	\$	3,359,529	505,477	\$	3,865,007	\$	3,175,421	\$	486,828	\$	3,662,249	\$	(202,758)
CREST HAVEN	\$	156,595	35,062	\$	191,657	\$	139,823	\$	32,731	\$	172,554	\$	(19,103)
RIO GRANDE	\$	690,956	176,771	\$	867,727	\$	716,927	\$	151,686	\$	868,613	\$	886
COURT HOUSE	\$	816,877	185,171	\$	1,002,049	\$	743,343	\$	178,735	\$	922,078	\$	(79,971)
AVALON MANOR	\$	72,647	12,418	\$	85,065	\$	64,136	\$	11,144	\$	75,280	\$	(9,785)
STONE HARBOR BOULEVARD	\$	87,177	14,609	\$	101,786	\$	89,224	\$	14,809	\$	104,033	\$	2,247
COURT HOUSE SOUTH	\$	382,609	78,159	\$	460,768	\$	343,418	\$	75,606	\$	419,024	\$	(41,744)
HARBOR BAY CENTER	\$	3,229	365	\$	3,594	\$	4,927	\$	762	\$	5,689	\$	2,095
MIDDLE TOWNSHIP TOTAL:	\$	2,053,495	467,493	\$	2,520,988	\$	1,961,975	\$	432,742	\$	2,394,716	\$	(126,272)
OCEANVIEW SERVICE AREA	\$	5,840	1,096	\$	6,936	\$	6,711	\$	893	\$	7,604	\$	668
WILDWOOD	\$	3,060,869	450,328	\$	3,511,196	\$	3,480,741	\$	519,607	\$	4,000,348	\$	489,152
WILDWOOD CREST	\$	2,934,947	435,353	\$	3,370,300	\$	3,112,638	\$	403,006	\$	3,515,644	\$	145,344
WEST WILDWOOD	\$	408,439	82,177	\$	490,615	\$	378,781	\$	88,212	\$	466,993	\$	(23,622)
NORTH WILDWOOD	\$	3,138,359	500,364	\$	3,638,723	\$	3,231,864	\$	508,854	\$	3,740,718	\$	101,994
LTMUA (SHAWCREST)	\$	156,595	24,105	\$	180,700	\$	129,282	\$	24,983	\$	154,265	\$	(26,435)
TOTALS	\$	31,391,046	5,003,639	\$	36,394,685	\$	31,391,046	\$	5,003,639	\$	36,394,685	\$	
2022 BUDGET FIGURES		\$31,391,046	5,003,639		\$36,394,685		\$31,391,046		\$5,003,639		\$36,394,685	_	

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY USER CHARGE SYSTEM -- REALLOCATION OF ACTUAL COSTS -- FISCAL YEAR 2022 TABLE III *

NOTE:

* REFERENCE TABLE I OF THE 2022 CMCMUA USER CHARGE SYSTEM RATE SETTING REPORT

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION WATERSHED & LAND MANAGEMENT

Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420 Telephone: (609) 777-0454 or Fax: (609) 777-3656 www.nj.gov/dep/landuse



G

PERMIT

In accordance with the laws and regulations of Protection hereby grants this permit to perfor- with due cause and is subject to the terms, of pages. For the purpose of this docume authorization, waiver, etc." Violation of any the implementing rules and may subject the per-	rm the activities described l conditions, and limitations l nt, "permit" means "appr term, condition, or limitation	below. This permit is revocable isted below and on the attached oval, certification, registration, on of this permit is a violation of	Approval Date April 20, 2023 Expiration Date April 19, 2028
Permit Number(s):	Type of Approval(s)		Governing Rule(s):
0507-10-0005.1 LUP220001		ent 1 or 2 SFH/Duplexes	N.J.A.C. 7:7-1.1(a)
Permittee:		Site Location:	
Sean & Kelly Dougherty 409 Paradise Way North Wildwood, NJ 08260		Block(s) & Lot(s): [156, 2] Municipality: North Wildwe County: Cape May	ood City
Description of Authorized Activities	:		
This document authorizes the reconstr home, and the construction of two in above. This project is authorized under and (N.J.A.C. 7:7-1.1 et seq.), as amended The Department has determined that the This approval does not obviate the loc within their community's Special Flood and minimum NFIP standards, regard all proposed construction or other dev	ground pools. with as in conditional compli on October 5, 2021, pr he herein approved act al Floodplain Administ d Hazard Area is comp less of any state-issued	sociated driveway and landso ance with the applicable Co ovided that all conditions to f ivities meet the requirements rator's responsibility to ensur- liant with the local Flood Data permits. FEMA requires com	caping, on the parcel referenced pastal Zone Management Rules Follow are met. of the (FHACA/CZM) rules. re all development occurring mage Prevention Ordinance, amunities to review and permit
Prepared by:			Received and/or Recorded by
Allyson Rooke			County Clerk:
If the permittee undertakes any regulated permit, such action shall constitute the pe as the permittee's agreement to abide by th	rmittee's acceptance of the	ne permit in its entirety as well	
This permit is n	ot valid unless authori	zing signature appears on the	e last page.

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7-2.1.

PRE-CONSTRUCTION CONDITIONS:

- 1. Within 30 days of permit issuance and prior to any construction activities, the permittee shall establish an escrow agreement and fund, with the funds to be held in an attorney trust account to meet the public access requirements and obtain the Department review and approval of the Escrow Fund Agreement. There shall be no site disturbance, pre-construction earth movement, or construction throughout the Property until the Escrow Agreement is fully executed by all parties.
- 2. Prior to any construction activities, the permittee shall make a \$7,000.00 contribution towards the "Public Access Improvement Project" identified in the escrow agreement. The permittee shall deposit such funds to be held in escrow in their attorney's trust account and shall comply with all other provisions outlined in the escrow agreement.
- 3. Prior to commencement of construction, a silt fence shall be erected along the limits of disturbance of the development with a 10-foot return on each end. This fence must be maintained and remain in place until all construction and landscaping activities are completed.
- 4. Pursuant to N.J.A.C. 7:7-6.5 (1)3, prior to construction of the upland structures, a conservation restriction for Shore Protection Structure Area governing the reconstruction of the existing bulkhead on the subject property shall be RECORDED with the Office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES) in the county wherein the lands included in this permit are located. This conservation restriction shall comply with N.J.A.C. 7:7-18 and state that any reconstruction of the shore protection structure can be accomplished within the same location as the existing shore protection structure. This conservation restriction shall reflect exactly what is provided on the Division's web site (<u>https://www.nj.gov/dep/landuse/forms.html</u>) and must accompany and reference a site plan, with all restricted areas clearly delineated. Once the conservation restriction has been RECORDED, a copy of the recorded conservation restriction MUST BE forwarded to the Division's project manager, Allyson Rooke, via email at <u>Allyson.rooke@dep.nj.gov</u> within thirty (30) days of being recorded. Said restriction shall run with the land and be binding upon all successive owners.
- 5. The deed for the lot on which the enclosure below the building and/or garage are constructed must be modified to:
 - a. Explain that the enclosure is likely to be inundated by floodwaters, which may result in damage and/or inconvenience;
 - b. Disclose the depth of flooding that the enclosure would experience during the FEMA 100-year flood, if available, and the flood hazard area design flood;
 - c. Prohibit habitation of the enclosure; and
 - d. Explain that converting the enclosure into a habitable area may subject the property owner to enforcement under this chapter; and
 - e. The modified deed is recorded in the Office of the County Clerk or the registrar of deeds and mortgages of the county in which the building is located, and proof that the modified deed has been recorded is provided to the Department prior to the sooner of either:

- (1) The start of any site disturbance (including pre-construction earth movement, removal of vegetation or structures, or construction of the project); or
- (2) The date that is 90 calendar days after the issuance of the permit.
- 6. The deed for the lot on which the driveway is constructed is modified to:
 - a. Explain that the driveway and any associated parking area is likely to be inundated by floodwaters, which may result in damage and/or inconvenience; and
 - b. Disclose the depth of flooding that the driveway and any associated parking area would experience during the FEMA 100-year flood, if available, and the flood hazard area design flood; and
 - c. The modified deed is recorded in the Office of the County Clerk or the registrar of deeds and mortgages of the county in which the single family home or duplex is located, and proof that the modified deed has been recorded is provided to the Department prior to the sooner of either:
 - (1) The start of any site disturbance (including pre-construction earth movement, removal of vegetation or structures, or construction of the project); or
 - (2) The date that is 90 calendar days after the issuance of the permit.

SPECIAL CONDITIONS:

- To protect sensitive habitat for the State-listed Osprey, the Permittee shall adhere to a seasonal restriction on the use of heavy construction equipment/machinery within 300 meters of all active osprey nests from April 1 through August 31 of each calendar year. The initiation and implementation of work which generates disturbance (e.g., sound levels, visual interruption) that is out of character with what currently exists at or surrounding the anticipated work area during the restricted time period recommended above may result in the permittee being in violation of the "take" clause within State of New Jersey Endangered and Nongame Species Conservation Act (N.J.S.A. 23:2A-1). Please note that adherence to this seasonal restriction shall be applied if nest building and nest occupancy is observed during the months of March and April of the given calendar year of work.
- 2. The use of plastic under landscaped or gravel areas is prohibited. All sub-gravel liners must be made of filter cloth or other permeable material.
- 3. Newly constructed driveways shall be covered with a permeable material or pitched to drain all runoff onto permeable areas of the site.
- 4. The proposed inground pools shall be designed in accordance with the requirements at permit-by-rule N.J.A.C. 7:13-7.21.
- 5. The installation of a swimming pool backwash system out-letting to the adjacent water body is prohibited.
- 6. The Department has approved this flood hazard area permit because the project satisfies the requirements of the Flood Hazard Area Control Act Rules. The Department has not reviewed the proposed structure/s to determine compliance with the International Building Code or any other local construction codes or flood ordinances. The proposed building/s may therefore not fully comply with any such requirements. Please contact your municipal construction official for further information.

- 7. All foundations, slabs, footings and walls of the proposed structure/s shall be designed to resist uplift, flotation, collapse and displacement due to hydrostatic and hydrodynamic forces resulting from flooding up to an elevation of 10.0 feet NAVD88. Furthermore, all structural components shall be designed to resist the same forces.
- 8. The floor elevation labeled "Minimum Finished Floor Elev. 11" on the approved drawing/s is the elevation of the lowest finished floor of the proposed building/s. The construction of any habitable area below this elevation, such as a basement is prohibited.
- 9. The area below the lowest finished floor of all proposed buildings shall remain open and accessible to the passage of floodwaters at all times. In order to relieve hydrostatic pressure on the proposed building/s during flooding, permanent flood vents shall be constructed beneath the lowest finished floor to allow water to freely enter and exit during a flood as shown on the approved plan/s. These vents shall be maintained in good working order at all times and shall not be blocked under any circumstances.
- 10. All excavated material shall be disposed of in a lawful manner. For example, it should be placed outside of any flood hazard area, riparian zone, regulated water, freshwater wetland and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
- 11. For the purposes of this permit, the Department has determined that this project is not a Major Development as defined in the Stormwater Management rules at N.J.A.C. 7:8-1.2. Therefore, the Department did not review the proposed project for compliance with these rules.
- 12. This permit is issued subject to compliance with N.J.A.C. 7:7-27.2 Conditions that apply to all coastal permits.

STANDARD CONDITIONS:

- 1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
- 2. The issuance of a permit does not convey any property rights or any exclusive privilege.
- 3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
- 4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
- 5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
- 6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may,

upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.

- 7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
 - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- 8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
- 9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
- 10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
- 11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
- 12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
- 13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
 - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.

- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
- 20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
- 21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
- 22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
- 23. A permit can be modified, suspended, or terminated by the Department for cause.
- 24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
- 25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
- 26. The permittee shall submit email notification to the Bureau of Coastal & Land Use Compliance & Enforcement at <u>CLU tomsriver@dep.nj.gov</u> at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved plans and/or conservation easements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.

27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to Watershed & Land Management at the address listed on page one of this permit.

APPROVED PLAN(S):

The drawing(s) hereby approved consist of 1 sheet prepared by The Hyland Group, dated December 1st, 2022, last revised April 14th 2023, and entitled:

"ARABIA RESIDENCES, TWO SINGLE-FAMILY DWELLINGS, 203 NORTH DELAWARE AVENUE, BLOCK 156 LOT 2, CITY OF NORTH WILDWOOD, CAPE MAY COUNTY, NEW JERSEY"

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at www.nj.gov/dep/bulletin). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at www.nj.gov/dep/landuse/forms.html). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

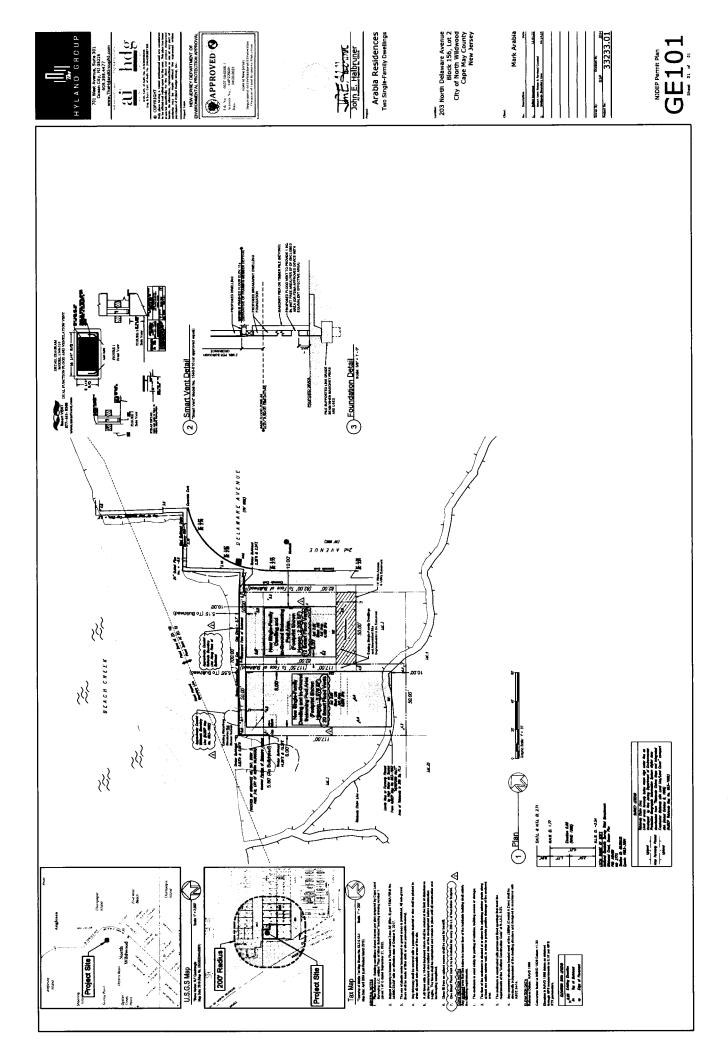
If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management at (609) 777-0454.

Approved By:

Digitally signed by Becky Mazzei Date: 2023.04.20 14:45:27 -04'00'

Becky Mazzei, Environmental Specialist 3 Bureau of Coastal Permitting Watershed & Land Management

c: Municipal Clerk, North Wildwood City Municipal Construction Official, North Wildwood City Agent (original) – Faith Midgarden



NORTH WILDWOOD	City of North Wildwood Special Event Application Form
Name of Event:	120 Joods Date of Application: 2/28/2023
Type of Event (check	
Parade / Procession	□ Festival □ 1Day □ multi-day □ Block Party Bonfire
□ Craft Show □ 1Day	multi-day D Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race
Ceremony / Celebr	ation / Demonstration Delar 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: 1004h willing soc while sine company #1
2) Address of Organization: 1409 Cartal Ave N. W. Husz N Holdon
3) Purpose of Organization: <u>chic how Prosit</u> .
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#: <u>22-2391232</u>

1) Organizer Contact Information:

Name of Event Chairperson / Organizer Cell Phon North W. K. Wood 08260 AVD.

Name of Event Chairperson / Organizer Durdo Cell Phone Sr. Pan Address / City / State / Zip Email

SECTION 2 – APPLICATION AUTHORIZATION

, the undersigned state that I am the duly Applicant

wildwood vol. Fire comp. #) authorized representative of the MATH

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.

3-1-2023

Applicant Signature

SECTION 3 – EVENT INFORMATION

1) Official Name of Ev	/ent:				
2) Location of Event (p	lease list city venue require	ments by day/date):	** . 0	NZ 3 601	e qua
Company and				\ \	
3) Describe Event Acti	vities: Books	E MUS	Sic		
4) Will the event be hel5) If yes, describe in de			-	\sim	
6) Will alcohol be serve	ed or sold by event org	anizers or others:		YES NO	
A) Do you have	a ABC/Social Affairs	Permit:		YES NO	
B) Are you requ	esting approval for op	en display of alcohol	:	YES NO	
C) Designated H	lours for open display	of alcohol:			
D) Designated I	ocation of open displa	y of alcohol:			
	eing sold at the event, nsume alcohol and pi checked.	ovide the patron w	ponsible to identify pa ith a wristband after i		
8) Rain Date or Delayed	d Starting Time:	to kuid	DOHE		
9) Schedule Details: (In	clude a copy of program sc l st Day	hedule/timeline/descripti 2 nd Day	on of events) 3 rd Day	4 th Day	
Day of the Week (SU,M,TU,W,TH,F,SA)	Sat				
Date (MM/DD/YY)	5606/062				7
Set-Up (00:00AM/PM)	12em-				
Event Starts (00:00 AM/PM)	6pm				
Event Ends (00:00 AM/PM)	9.30		50 		
Clean-Up (00:00 AM/PM)					

SECTION 3 – EVENT INFORMATION CONTINUE

	curity for the event: Organizutions ments
	dress/contact person/phone):
a) Private Security Company (namelad	· · · · · · · · · · · · · · · · · · ·
12) If an event management company is information:	contracted to handle the event, please provide the following
12) If an event management company is information:	contracted to handle the event, please provide the following

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:

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 "<u>Additionally Insured</u>."

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

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 City of North Wildwood reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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.

<u>Commercial Rental</u> – Any organization that is for profit (i.e. Associations, Corporations, Partnerships, etc. ...)

I. INDIVIDUALS

General Liability Limit **A**.

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.

Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall **B**. not be allowed to occur or to use the City of North Wildwood until it has been 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.

II. NON-PROFIT/CHARITABLE GROUPS

- General Liability Limit (Per Occurrence) **A**.
- Liquor Liability Limit (Per Occurrence) (If alcohol is present) **B**. \$1,000,000
- City of North Wildwood, N.J. named as "Additional Insured" with Endorsement page(s) to read as **C**. follows:

The City of North Wildwood 901 Atlantic Avenue North Wildwood, NJ 08260

Đ. 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.

Sports Associations must show evidence that their General Liability Policy will respond to injuries Е. sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy.

\$1,000,000

\$500,000

III. COMMERCIAL (FOR PROFIT) GROUPS

B.

A. Commercial General Liability Limit

\$1,000,000

- Combine Single Limit of Liability for Bodily Injury and Property Damage.
- Liquor Liability Limit (Per Occurrence) (If alcohol is present) \$1,000,000
- C. City of North Wildwood, N.J. named as "Additional Insured" with Endorsement page(s) to read as follows:

The City of North Wildwood 901 Atlantic Avenue North Wildwood, NJ 08260

D. 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.

E. Sports Associations must show evidence that their General Liability Policy will respond to injuries sustained by athletic participants, and/or show a Certificate of Insurance evidencing an Athletic Participant's Medical Policy.

HOLD HARMLESS

L.

\$

will be

Co

NAME OF ORGANIZATION/USER

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

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 24 day of _ HON

USER (SIGNATURE) de USER (PRINT NAME)

CITY REPRESENTATIVE

,20,2).

CITY REPRESENTATIVE (PRINT)

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 Warden has established a ban on open burning.

4) The Chief will appoint a designated Incident Commander who will be the sole authority in command of the ignition and all other conditions affecting the actual fire.

5) All bonfires will utilize logs acquired by DPW for a fee of \$1,000. This will include up to 50 logs purchased and assembled into a pyramid shape and all clean up fees.

6) The location and preparation of the land to be used for the bonfire must be accessible to current fire department apparatus or vehicles, and free of brush, grass, or protected dunes in the immediate area.

7) Sufficient fire department personnel must be available and present for the duration of 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 act in an unsafe manner or 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 disassembly 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 weather conditions, continuous disruption by attendees, unsafe acts, or circumstances that require the full mobilization of the fire department for an emergency situation.

12) No outside agency or fire department will be called or considered for operation without the consent of the Fire Chief or the IC.

Chairperson / Organizer / Designee Signature

3-1-2023

Date

PUBLIC WORKS

1) Are NW trash/recycling receptacles and removal requested: Is the event organization ordering the Dumpsters: Number Requested: Trash Recycling can/bottles Dumpsters
 VENDOR COORDINATOR PLEASE ATTACH A RECLYCING/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 (<i>including grey water, trash, garbage, and recyclables</i>) – 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 Trash/Recycle Cans Eating Tables
Grease Drums Ash Drums Grey Water Tanks Sinks Additional Equipment Requested
B) 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: Cleaning schedule will be cleaning(s) per day or as directed NW Officials 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 andicapped accessible.
 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

 Do you anticipate the need for Rec/Tour Dept. staff to support your event: If yes, how many Purpose: 	YES	NO
2) Will you require the use of Recreation Dept. Facilities (Rec Center/Parks):	YES	NO
 3) Will you require the use of Recreation Dept. portable equipment: (<i>Please write an amount next to each requested item</i>) 	YES	NOP
Bleachers- Coolers- Chairs (folding)- Tables-	Chairs	(ceremony)
Sound System (2 or 4 speakers) w/ microphone Podium circle one	Tents	Signs
Additional Equipment		

	1 ST DAY	2 ND DAY	3 RD DAY	
Day of the Week (SU,M,TU,W,TH,F,SA)				
Date (MM/DD/YY)				
Equipment Requested	1			
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: \sqrt{YE}	S NO
Posters Website Social Media Radio DTV DNewspaper/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: (If yes, please consult with B.G. & P. Dept. to avoid damaging the irrigation system)	YES NO
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 (<i>Weight limit of 5000 lbs.</i>): (Vehicles are restricted to the Tram Path only) If yes, please describe in detail:	YES NO
5) Will your event have any electrical needs: (Please attach a separate page for number of hook-ups needed at vendor locations and the electrical la Will you have any sound / lighting equipment: Will you be using a lighting or sound contractor: Contractor Information:	iyout)
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 of Organizer is responsible to collect banners following the event) a) Overhead Banners should be professionally made and measure 40 feet in length b) To get maximum display use; heavy duty grommets should be 16 inches apart and stitched in banner, should be constructed to last 2-4 weeks of display in the w c) Banner Flags (10 poles) should be 5 feet in length by 30 inches wide (display s d) Welcome Area Billboard is 8 feet in length by 12 feet in width 	h by 3 feet in width and wind flaps cut vind
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 la A) \$35 per event for ONE twenty-amp \$50 per event for ONE thirty	

\$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:		
BONETE AL ANDE SUB	5 que	N.W.121	NOC	<u> </u>
2) Do you anticipate the need for NWBP sta	iff to support yo	ur event:	YES	NO
If yes, how many Purpos	se:			
3) Will you require the use of NWBP Facility (If yes, please describe in detail; include dates an		r Equipment:	YES	NO
	1 st DAY	2 nd DAY	3 rd E	DAY
Day of the Week (SU,M,TU,W,TH,F,SA)				
Date (MM/DD/YY) Equipment Requeste	d			
Set-Up (00:00 AM/PM)				
Break-Down (00:00 AM/PM) Location:				
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 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: 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: <u>Bob</u> DAUIS.
2) Contact information of person on-site of event: <u>Bob</u> Davis
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.):
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: (Please write amount next to request) Finish time:
Officers Traffic Posts Overnight Security
10) Music: YES NO Start time: 6Am Finish time: 9.30
11) Alcohol being served at event: YES State ABC Approval: YES City Approval: YES NO NO Start Time: End Time:
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: Fire Chief will determine the amount of staff and/or equipment needed for your request. attendance -	D 1,000
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.

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. 5:70-2.7(a)]

PRINT CLEARLY and FILL IN ALL BLANKS
Date of Application: $\frac{\partial}{\partial x} \frac{\partial x}{\partial x \partial x}$ Date of Activity: $\frac{5}{\partial x} \frac{\partial x}{\partial x}$ Time: $\frac{b - 9 \cdot 3}{b \cdot 3}$ Location of where Activity will occur: $\frac{\partial x}{\partial x} \in SUK \cap AV$
Name of Applicant: 800 001015
Address: 14000000000 AV2 N. W. Www M. O8260 Name of Organization: W. W. Jew ood Vol. 5, 12 Co. # 1
Name of Organization: 10. 101. 200 USL 201. 7, 12 CO. #)
Phone/Fax Number: 69 - 780 - 33 12 Emergency Number:
Block/Lot: Registration Number:
The above named applicant hereby requests permission to conduct the following activity at the above indication location:
And for keeping, storage, occupancy, sale, handling, or manufacture of the following:
(State quantities for each category to be stored, or used and the method of storage or use:)
I hereby acknowledge that I have read this application, that the information given is correct, and that I am the owner, or duly authorized to act in the owner's behalf 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.

al

Applicant Signature

Fire Official Signature

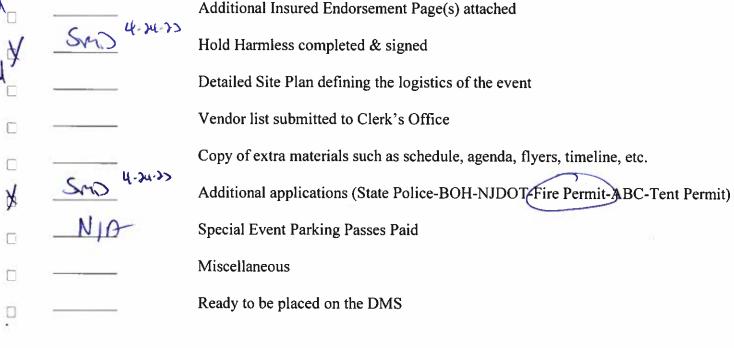
Fee Amount

Permit Type

PERMIT /APPROVAL / AUTHORIZATION				
Event Name: Copt Kill Whill Bonfire Date(s) of Event: Sit 5-20-25				
Date(s) of Event:				
Mayor & Council:	Date:			
City Clerk:	Date:			
Director of Tourism:	Date:			
Application Fee waived: YES NO				
Service Fees waived:				
Approved as submitted.				
Approved with the following conditions:				
1				
2				
2				
3				
4				
Office use only:				
Final Date of Approval: Projected Total Costs for this even	::			
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
NA u-pur Application Fee Paid
Certificate of Insurance listing N.W. as Additionally Insured
Additional Insured Endorsement Page(s) attached
V Sm) Hold Harmless completed & signed



TREASURER DEPARTMENT

The second second		BILLING
Cept Full WKI Name of Event	Bustine	$\frac{S}{Date of Event}$
		14 see is
Application Fee	\$_0, cd Lan	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	\$	

NORTH WILDWOOD	City of North Wildwood Special Event Application Form
Name of Event:	Capt Kidel Mark Dy
Date of Event:	2+5-2+3 Date of Application: $4-24-33$
Type of Event (chec	sk one)
Parade Processio	on 🗆 Festival 🗆 1Day 🗆 multi-day 🗖 Block Party 🗖 Bonfire
Kind Hodesbie	
□ Craft Show □ 1Day	w multi-day Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race
Ceremony / Celeb	oration / Demonstration
Film / Photograph	y Distage Request Only JOther: Trasva Hart

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: N. Willurd Recraition ; Taris;
2) Address of Organization: <u>900 Central</u> An
3) Purpose of Organization: Purule Recreation to Tarrey
4) How many members are in your organization: 5+
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:

Spendendent of Ric Address / City State / Zip	Cell Phone 609	374-1124
Email		

itle	· Ling	1 0	Cell Phone		
Usst S	enterent	& Ke	- Leas	780.	7537
ddress / City / State / Zip			1		

SECTION 2 – APPLICATION AUTHORIZATION

1, Stere Detters		, the undersigned state that I am the duly
Name of Appl	icant	
authorized representative of the	M	Recreation to Janon
		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

-24-22

Date

	SECTION	3 – EVENT IN	FORMATION	I
1) Official Name of Event	Capt K	idel And	- Ar	
2) Location of Event (pleas			Carl (201	TO BUL & 2000 AS
Trasur hi	nto à	to b Acac	5	
3) Describe Event Activitie	. Check	in Reside	ton love a	2 2 + 6 Back; for
state lka	> To	Hatt	Alle -> P	Dent PAH.
at al d	hat		duren -/ pr	120 0 1 49 4
	the set	- C - 1		NER (1)
4) Will the event be held for	or the sole purpose	of advertising any pro	oduct, goods, or event	: YES (NO)
5) If yes, describe in detail				
······				
6) Will alcohol be served of	or sold by event org	anizers or others:		YES NO
A) Do you have a A	ABC/Social Affairs	Permit:		YES NO
B) Are you request	ing approval for op	en display of alcohol		YES NO
C) Designated Hou	rs for open display	of alcohol:		
D) Designated Loca	ation of open displa	y of alcohol:		
E) Other Condition	s:			
If alcohol is being legal age to const	g sold at the event,	the organizer is res	ponsible to identify	patrons of
was properly che			th a wristband after	Identification
8) Rain Date or Delayed St	tarting Time:	10 raindal	i hard mare	- insel he
9) Schedule Details: (Includ		hadula (tim aline (dae animti		
	1 st Day	2 nd Day	3 rd Day	4 th Day
Day of the Week (SU,M,TU,W,TH,F,SA)	SA			
Date (MM/DD/YY)	5-20-2)			
Set-Up (00:00AM/PM)	800			
Event Starts (00:00 AM/PM)	lla			
Event Ends (00:00 AM/PM)	Ipn			
Clean-Up (00:00 AM/PM)	1:3005			

SECTION 3 – EVENT INFORMATION CONTINUE

10) Will the event require site to rema (partially or completely) Explain:	ain in place overnight, or will the site be broken down each night
11) Describe how you plan to provide	e security for the event: Pecreation to NW PD
a) Private Security Company (name	e/address/contact person/phone):
12) If an event management company information:	y is contracted to handle the event, please provide the following
Company Name:	N//
Address:	\$T/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:	JJ7-	 —	
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 "<u>Additionally Insured</u>."

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

	LARGE STAC	GE / SMALL S	TAGE REQUE	<u>ST</u>
Large Stage Costs:	Stage 20' x 24'	Stage 24' x 24'	□ Stage 24' x 24' wit	th Banner Frame
A) Street Use - \$750.00				
Small Stage Costs:	C Reviewing S	stand 8' x 14'		
B) Street Use - \$250.00	(Street Venues) B	each Use - \$500.00 (Beach Venues)	
C) Lights-Electricians:	There is an additional	\$250 for electrical se	et-up	
D) <u>Call In</u> : additional \$ bad weather, heavy rain			to break down stage a	nd/or secure in place due to
E) <u>Special Set-up</u> : addition for the Department of P		workers need to com	back and set-up outsi	de of normal working hours
F) <u>Banners</u> for banner f banners following stage				r is responsible to collect o or layout):
	_			
G) Foul Weather, Heav This person is the so Director of Public W	le event manager to ca		e usage with consultat	tion from the
Coordinator:	ick Huns		_ Cell #: _ 3 7	-4-1124
SIT	E PLAN SHOULD IN	ICLUDE LOCATIO	N, STAGE DIRECTIO	DN, ETC.
<u>11 - 12 12 A</u>	1 ST DAY	2 ND DAY	3 RD DAY	4 TH DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	SA			
Date (MM/DD/YY)	5-20-23			
Delivery/Removal (00:00AM/PM)	gan/zon			
Set-Up (00:00AM/PM)	940			
Event Starts (00:00 AM/PM)	Ilan			
Event Ends (00:00 AM/PM)	Ipn			
Break-Down (00:00 AM/PM)	1:2000			

PARADE / PROCESSION / CAR SHOW
1) Proposed Parade Route (include turn-by-turn directions): Startat 20th Durchelly
Pruced North to 20th St.
2) Starting Location & Ending Location (identify on site-plan): _26 + Ref - 20+ + Ref
3) Assembly Area & Disbanding Area (identify on site-plan): 26+ 5 Nell - 2+ 1 Nell
4) Location of Reviewing/Judging Stands & Bleachers (identify on site-plan):
5) Number of Participants: 600 Number of Spectators: 330 Number of Animals: 0-1
6) Number of Bands / Musical Units: 1-2 Number of Floats:
7) Number of Cars / Trucks: (Certain height restrictions may apply due to overhead wires)
8) Number of Buses: Will you require Off-Site Bus Parking? YES NO
9) If yes, how much Off-Site Parking will you need:
10) Is Bollard Removal Required? YES NO
Removal Time:

- A NW Police officer must be present on scene to authorize removal and reinstallation of bollards
- 11) All Parades must have at least one designated Parade Marshall on location, during assembly, operation, and disbanding.

Title	Call Phone
	-374-1124
Address / City / State / Zip	
Email	

12) Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, Media Person):

TBA

PUBLIC WORKS
1) Are NW trash/recycling receptacles and removal requested: Is the event organization ordering the Dumpsters: Number Requested: Trash- <u>4</u> Recycling can/bottles- <u>4</u> Dumpsters-
VENDOR COORDINATOR PLEASE ATTACH A RECLYCING/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 (<i>including grey water, trash, garbage, and recyclables</i>) – will be subject to least 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 or their own stationary. Name of person responsible for distributing information to vendors: M/M
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- <u>TGD</u> Fencing- <u>12</u> Trash/Recycle Cans- <u>TGD</u> Eating Tables- <u>C</u>
Grease Drums- Charles Ash Drums- Grey Water Tanks- Grey Sinks- Grey Sinks- Grey Water Tanks- Grey Sinks- Grey Sinks- Grey Sinks- Grey Marying Charles
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: Cleaning schedule will be pleaning(s) per day or as directed NW Officials
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: Sec Sute Play
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 the made by approved marking devices. Call the Dept. of Public Works to arrange for an appointment with the Director of Public Works prior the event to submit marking devices for approval. If unapproved marking devices are used, the event/organization will be charged with the 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
2) Will you require the use of Recreation Dept. Facilities (Rec Center/Parks): YES NO If yes, please describe in detail (include dates/times)- Statting Charles (Rec Center/Parks): Kes Recreation Dept. Facilities (Rec Center/Parks): YES NO
3) Will you require the use of Recreation Dept. portable equipment: YES NO (Please write an amount next to each requested item) Bleachers- <u>Coolers-</u> Chairs (folding)- <u>6-8</u> Tables- <u>2-3</u> Chairs (ceremony)- Sound System (2 of 4 speakers) w/ microphone- <u>1</u> Podium- <u>Tents-</u> Signs- <u>Twb</u>
Additional Equipment

1 ST DAY	2 ND DAY	3 RD DAY	
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5	20.20		
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	500 500 500 500 500 500 500 500 500 500	54- 5-20-20	50 5-20-20 See Dhu 82m 102

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: (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: Siss & Iks on Neur & Nelk
4) Will you have any vehicles on the boardwalk (<i>Weight limit of 5000 lbs.</i>): YES NO (Vehicles are restricted to the Tram Path only) If yes, please describe in detail: M White M Park or MU
5) Will your event have any electrical needs: (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: Will you be using a lighting or sound contractor: 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 \$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: $19^{1} - 20^{2} + 10^{1}$				
				_
2) Do you anticipate th	e need for NWBP staff to s	support your event:	YES (N	ю)
If yes, how many	Purpose:	No Be-	H	
	use of NWBP Facilities, V n detail; include dates and times		: YES N	Ю
	1 st D	AY 2 nd D	DAY 3 rd DAY	
	Day of the Week (SU,M,TU,W,TH,F,SA)			
	Date (MM/DD/YY)	1	1	
	Equipment Requested	1	A	
	Set-Up (00:00 AM/PM)			
	Break-Down (00:00 AM/PM) Location:			
	CITY	Y CLERK OFFI	CE	
) Number of Non-Foo (Final Vendor list must	be turned in 1 week prior to even		l Vendor Spaces:	
Organizer is responsib	le for obtaining vendor permits		ibuting vendor permits to vend	ors
<i>before inspection</i>) 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	

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 Has Stre Deltas
2) Contact information of person on-site of event: Riche Ans / Ster Deftay
3) Street or sidewalk closure(s): YES NO Plan approved: YES NO
4) Barricade request (fencing/barrels/cones) Plan submitted: Plan approved: NO NO NO
5) Responsible party for barricade set-up (Federal Fencing-Atlas-Police, etc.): <u>MRc</u> Contact information: <u>Rick Haw</u>
6) Signage requested "NO PARKING", Other (<i>describe below</i>): Post Time:
7) Equipment stored overnight: YES NO Location: Contact Info:
8) Site Plan – Detour/Traffic plan submitted: Police Approval: NO NO
9) Police requested or required for event: (Please write amount next to request) I percent (Please write amount next to request) I percent (Please write amount next to request) I percent (Please write amount next to request) (Please write amoun
Officers- 1 Idant Traffic Posts- Overnight Security-
10) Music: YES NO Start time: 81.10- Finish time: 19-
11) Alcohol being served at event: YES State ABC Approval: YES City Approval: YES 12) Staging Area: YES Plan Submitted: YES NO Start Time:End Time: _
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 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.

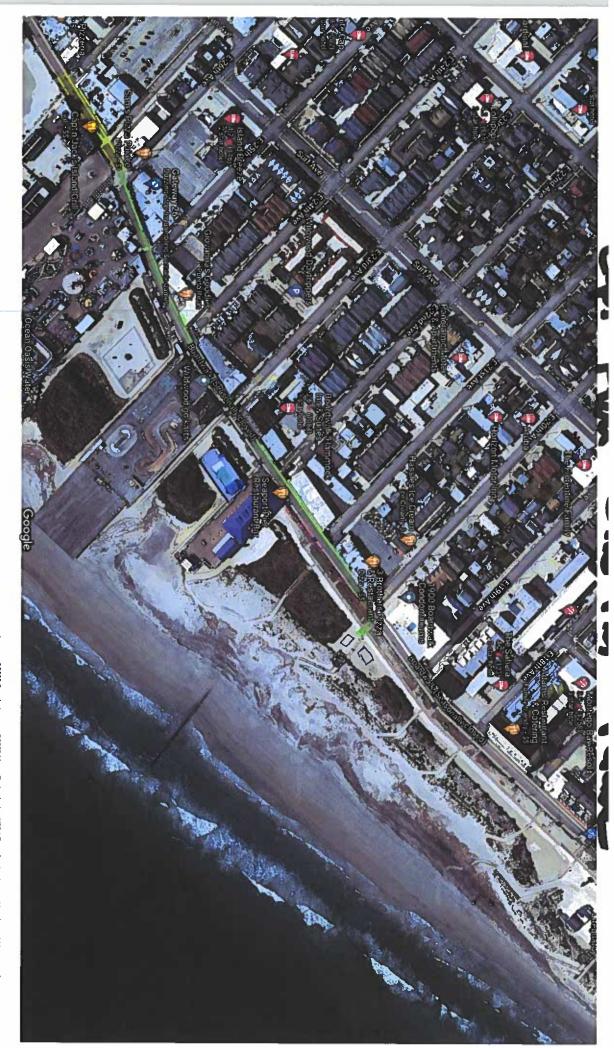
b) Type 1 Permit: PERMIT FEE - \$54.00 (non-refundable)

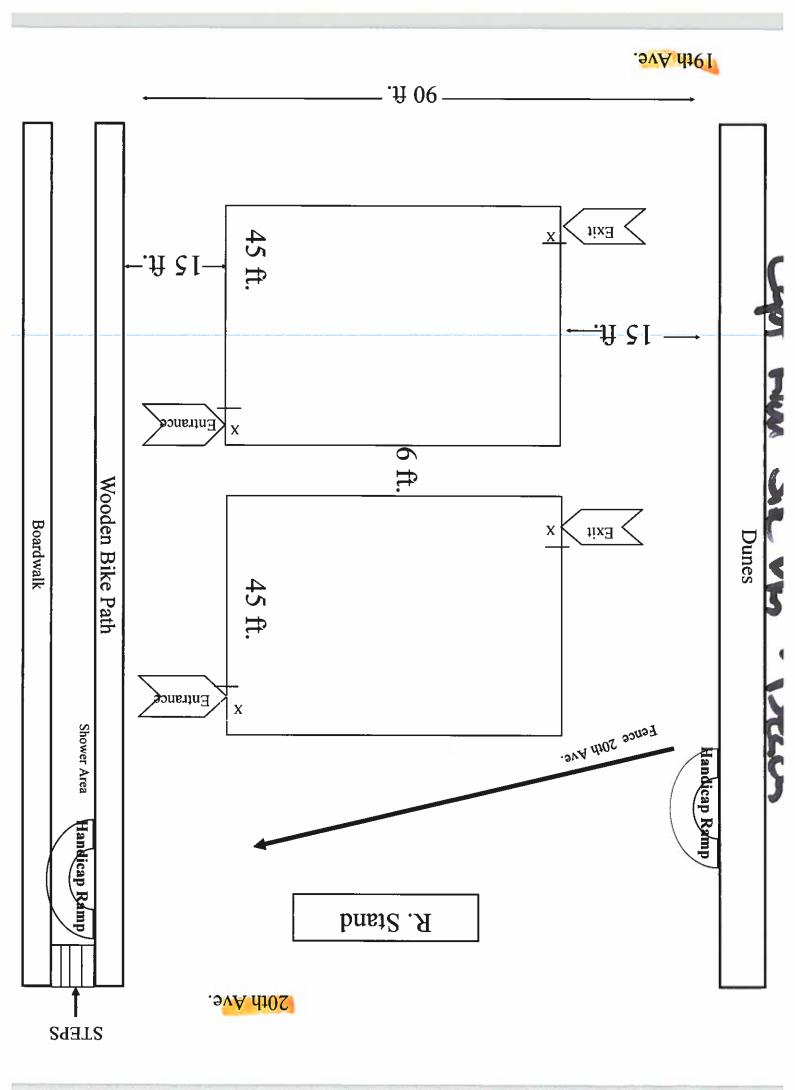
1) The use of any open flame or flame-producing device, in connection with any public gathering for purpose of entertainment, amusement, or recreation.

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.

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Sale Park

PERMIT /APPROVAL / AUTHORIZATI	ON
Event Name: Copt Kill Pink Dy	
Date(s) of Event: $S_{+} = \overline{S_{+}} + S_{$	
Mayor & Council:	Date:
City Clerk:	Date:
Director of Tourism:	Date:
Application Fee waived: YES NO	Bener samale stars was er forst format Bartista is a same 18 of annuar dama samathe in Barcar sy
Service Fees waived:	
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

	NA	Application Fee Paid
¢y	JIF 4-24-2	Certificate of Insurance listing N.W. as Additionally Insured
x∕	JUF 4-24-23	Additional Insured Endorsement Page(s) attached
	NIA	Hold Harmless completed & signed
×	Sro unin	Detailed Site Plan defining the logistics of the event
	NA	Vendor list submitted to Clerk's Office
		Copy of extra materials such as schedule, agenda, flyers, timeline, etc.
	NIA	Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit)
	MA	Special Event Parking Passes Paid
		Miscellaneous
		Ready to be placed on the DMS

TREASURER DEPARTMENT

		BILLING		
Cost Fill Pirak Name of Event	-l'2y		$S_{1} + S_{2}$ Date of Event	-20-2-2
		1 min		
Application Fee	\$ 0,00	ч-щ-» Non-Profit \$2	5.00	For-Profit \$50.00
Police Dept.	\$			
Fire Dept.	\$	an a		tead a subsecure was been assumed with these area decreases a second resume resumed a citizen week
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. 1905

ORDINANCE AUTHORIZING THE ACQUISITION OF VARIOUS CAPITAL IMPROVEMENTS FOR THE CITY OF NORTH WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$1,500,000 THEREFOR FROM CAPITAL IMPROVEMENT FUND FOR THE FINANCING THEREOF

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

Section 1. The improvement described in Section 2 of this ordinance is hereby authorized to be undertaken by the City of North Wildwood, in the County of Cape May, New Jersey (the "City") as a general improvement. For the improvement or purpose described in Section 2, there is hereby appropriated the sum of \$1,500,000 from the City of North Wildwood Capital Improvement Fund, said sum being inclusive of all appropriations heretofore made therefor.

Section 2. The acquisitions hereby authorized and the purpose of the appropriations are as follows:

- Acquisition of Various Fire & Rescue Equipment for the Fire Department including, but not limited to, Ambulance Chassis together with the acquisition of all materials and equipment and the completion of all work necessary therefor or related thereto for an amount not to exceed \$200,000.
- Providing for the improvement to various Street, roads and bulkhead construction and reconstruction, including all work and materials necessary therefor and incidental thereto not to exceed \$800,000.
- Providing for the improvement of various buildings and public property, and Beach Replenishment in the City of North Wildwood including all work and

materials necessary therefor and incidental thereto for an amount not to exceed \$500,000.

Section 3. The following matters are hereby determined, declared, recited and stated:

The improvement or purpose described in Section 2 of this bond ordinance is not a current expense. It is an improvement or purpose that the City may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

Section 4. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 5. This bond ordinance shall take effect upon its publication and passage in the manner provided by law.

Patrick T. Rosenello, Mayor

W. Scott Jett, City Clerk

Introduced: May 2, 2023 Advertised: May 10, 2023 Hearing/Final: June 7, 2023 Advertised: June 14, 2023

CITY OF NORTH WILDWOOD COUNTY OF CAPE MAY, NEW JERSEY ORDINANCE NO. 1904

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 1177, AS AMENDED

WHEREAS, Ordinance 1177, adopted May 19, 1994, has been codified in the Code of the City of North Wildwood as Chapter 276, Land Development; and

WHEREAS, the City of North Wildwood's Land Development Ordinance establishes specific zoning districts throughout the City which identify and specify permitted and prohibited uses, area and bulk requirements governing the construction of said uses, and requirements governing overall development within said districts; and

WHEREAS, the City of North Wildwood has established the OS (Oceanside), P (Pier) and the B (Boardwalk) zoning districts which permit, among other uses, restaurants engaged in the sale/service of alcoholic beverages; and

WHEREAS, the City of North Wildwood has engaged in discussions with the City of Wildwood in regards to regulations governing the sale of alcohol on the Wildwood Boardwalk, and it has been determined that consistent regulations given the cohesive nature of the Boardwalk is appropriate; and

WHEREAS, the City Council of the City of North Wildwood finds that modifying existing standards governing restaurants engaged in the sale/service of alcoholic beverages in the OS, P and B zoning districts should be modified to relax applicable conditions to ensure consistency with regulations enacted by the City of Wildwood and with other zones throughout the City which currently allow the sale/service of alcoholic beverages; and

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

Section One. The portion of Ordinance 1177, as amended, that has been codified in the Code of the City of North Wildwood at §276-46(I) establishing conditional use standards associated with Restaurants serving alcoholic beverages in the OS zoning district is hereby amended so as to read as follows:

I. Restaurants serving alcoholic beverages in the OS Zoning Districts. Restaurants serving alcoholic beverages shall be permitted in the OS Zoning Districts as conditional uses, subject to compliance with the conditions outlined within §276-20.1(C)(4).

Section Two. The portion of Ordinance 1177, as amended, that has been codified in the Code of the City of North Wildwood at §276-46(J) establishing conditional use standards

associated with Restaurants serving alcoholic beverages in the Amusement Zoning District is hereby repealed and replaced with:

- J. Restaurants serving alcoholic beverages in the P (Pier) or B (Boardwalk) Zoning Districts. Restaurants serving alcoholic beverages shall be permitted in the Pier or Boardwalk Zoning Districts as conditional uses only. All facilities serving alcoholic beverages in the Pier or Boardwalk Zoning District must meet the conditions set forth in Subsection J(1) below.
 - General requirements for all facilities serving alcoholic beverages in the P (Pier) and B (Boardwalk) Zoning Districts.
 - a. No alcoholic beverages may be removed from the premises by a patron at any time. No packaged goods sales are permitted.
 - b. Each licensed facility shall contain restroom facilities for men and women.
 - c. No more than a combined total of 50% of municipal liquor licenses shall be permitted to be located in the Pier or Boardwalk zoning districts. Motel licenses shall be exempt from this total.
 - d. All regulations of the Alcoholic Beverage Control Authority and all regulations contained in Chapter 114 of the Code of the City of North Wildwood, to the extent not inconsistent with these conditions, shall remain applicable to all facilities.
 - e. To the extent not inconsistent with this subsection, all applicable requirements of the zoning ordinance must be met for all facilities.
 - f. Approval of the transfer of the liquor license to any facility in the Pier or Boardwalk Zoning Districts must be approved by the City Council.
 - g. Signs indicating the legal drinking age and that the facility will check identification are to be displayed at every outlet where the public may purchase alcoholic beverages.
 - h. The restaurant shall have a minimum of 50 seats for the service of meals.
 - i. The restaurant shall be a full-service restaurant capable of furnishing complete meals.
 - j. Restaurants are permitted to have a separate customer waiting bar for the service of restaurant customers so long as the bar is within the confines of the restaurant.
 - k. Sale of alcoholic beverages shall only be permitted between the hours of 7:00 a.m. and 12:00 a.m., prevailing time, and no consumption of alcoholic beverages shall be permitted after 12:30 a.m. and prior to 7:00 a.m., prevailing time.

<u>Section Three.</u> 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 Four. 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 Five. 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: May 2, 2023 PB Recommendation: Advertised: Hearing/Final: Advertised:

CITY OF NORTH WILDWOOD COUNTY OF CAPE MAY, NEW JERSEY

ORDINANCE NO. 1900

AN ORDINANCE TO BE KNOWN AS THE "SALARY ORDINANCE" FIXING AND DETERMINING THE SALARY AND COMPENSATION RANGES TO BE PAID TO THE ELECTIVE AND APPOINTIVE OFFICERS OF THE CITY OF NORTH WILDWOOD, IN THE COUNTY OF CAPE MAY AND STATE OF NEW JERSEY PROVIDING FOR THE RAISING OF THE AMOUNTS THEREOF BY TAXATION AND PROVIDING FOR THE TIME AND MEETING OF PAYMENT THEREOF

BE IT ORDAINED by Members of Council of the City of North Wildwood in the County of Cape May and State of New Jersey as follows:

<u>Section 1.</u> The salaries and compensation to be paid to the elective and appointive officers and employees of the City of North Wildwood, in the county of Cape May and the State of New Jersey, for the <u>year 2023</u>, shall be within the ranges specified herein; said salary or compensation shall be paid bi-weekly; said amount; shall be audited by the Chief Financial Officer and presented to Mayor and Council for approval.

Section 2. The salary or compensation of any such officer shall be in full for all services performed by them; however, some employees may be entitled to overtime pay as set forth by agreement with City Council. Except as otherwise provided for or excluded under the terms of a collective bargaining agreement or personal services contract, all full-time officers or employees hired prior to March 3, 1998 shall be entitled to longevity pay, based upon a rate of two percent (2%) for each four (4) years of service, to a maximum rate of ten percent (10%) after twenty (20) years of service. Longevity will be paid bi-weekly, and shall be included for pension purposes.

<u>Section 3.</u> Full-time Public Safety Telecommunicators, including Trainees, shall receive a \$350.00 annual clothing allowance to maintain uniform clothing requirements to be paid the first pay in December. All leave (vacation, sick, personal and bereavement) for Public Safety Telecommunicators, as determined by City of North Wildwood ordinances or the Mayor and City Council, shall be converted into hours utilizing an eight (8) hour day. Public Safety Telecommunicators shall also receive an additional one hundred and four (104) hours of paid leave, above and beyond other paid leaves, as a result of their scheduled workweek and work shifts (known as the 42 hour day).

<u>Section 4.</u> The salary or compensation ranges to be paid to the below titled officer or employees shall be as follows:

Account Clerk/Clerk 2	25,000-50,000
Assistant Budget Examiner	50,000-80,000
Assistant Superintendent Recreation	40,000-85,000
Assistant Supervisor Recreation	25,000-50,000
Assistant Tax Assessor	25,000-40,000
Assistant Violations Clerk	22,000-40,000
Beach Patrol Chief	40,000-85,000
Beach Supervisor/Maintenance	40,000-85,000
Building Maintenance Worker	20,000-41,500
Carpenter	27,000-70,000
Carpenter's Helper	26,000-50,000
Chief Financial Officer	55,000-95,000
Clerk-Hourly	12.00-32.00/hr.
Clerk 1	20,000-65,000
Clerk 2	22,000-65,000
Clerk 3	22,000-65,000
Clerk 4	22,000-65,000
Clerk/Typist	22,000-43,000
Code Enforcement	10.00-18.00/hr.
Community Rating System Coordinator	10,000-20,000
Confidential Assistant to the Mayor	25,000-95,000
Confidential Secretary	25,000-58,000
Construction/Fire/Zoning Official	95,000-170,000
Council Members	8,500-14,000
Deputy CFO(CMFO)/Purchasing Agent	70,000-140,000
Deputy Fire Chief	75,000-135,000
Deputy Municipal Clerk (RMC)	40,000-75,000
Deputy Municipal Court Administrator	30,000-60,000
Deputy Police Chief	80,000-155,000

Deputy Tax Assessor (CTA) Deputy Tax Collector (CTC) Electrician Electrician/Traffic Maintenance Electrician's Helper **Equipment Operator** Field Representative Property Improvement Fire Chief Fire Captain Fire Fighter and/or EMT-Hourly Fire Fighter/EMT Fire Official/Housing Inspector Fire Safety Inspector-Hourly Fund Commissioner (ACMJIF) Heavy Equipment Operator Housing and Zoning Inspector (PT) Laborer-Hourly Laborer 1 Laborer 2 Maintenance Repairer Maintenance Repairer (Grounds) Mayor Mechanic Mechanic's Helper Municipal Administrator Municipal Clerk Municipal Court Administrator Municipal Magistrate Municipal Parks Superintendent **Municipal Prosecutor Emergency Management Coordinator** Payroll Clerk Payroll Supervisor Pension Fund Supervisor Planning Board Secretary Police Captain Police Chief Police Guard Courts-Hourly **Police Lieutenant** Police Officer Police Sergeant Principal Planner Public Safety Telecommunicator Trainee-Hourly Public Safety Telecommunicator Trainee Public Safety Telecommunicator Public Works Repairer **Purchasing Agent** Reassessment Coordinator **Reassessment Field Inspector** Reassessment Sr. Field Inspector **Recreation Aide-Hourly Recreation Aide Recreation Commission Secretary Recreation Leader Sports Recreation Program Coordinator** Recreation Leader/Clerk 1 **Recreation Supervisor** Safety Coordinator (ACMJIF) School Traffic Guard Seasonal Inspector Seasonal Lifeguard Seasonal Police Officer (SLEO-1 & SLEO-2) Senior Carpenter Senior Electrician/Traffic Maintenance Senior Mechanic Senior Police Records Clerk, Typing

40,000-60,000 35,000-60,000 29.000-65.000 29,000-65,000 26,000-50,000 29,000-65,000 12.00-120.00/hr. 85,000-170,000 60,000-108,000 12.00-20.00/hr. 35,000-102,000 40,000-80,000 12.00-30.00/hr. 3,000 Stipend 33,500-70,000 2,000-20,000 12.00-20.00/hr. 24,000-45,000 25,000-48,000 26,000-50,000 23,000-50,000 25,000-45,000 22,000-65,000 20,000-50,000 50,000-135,000 65,000-125,000 45,000-88,000 30,000-85,000 45,000-110,000 20,000-45,000 3,500-11,000 22,000-50,000 40,000-70,000 40,000-70,000 5,000 Stipend 75,000-155,000 90,000-175,000 12.00-20.00/ hr. 70,000-145,000 30.000-110.000 65,000-120,000 45,000-70,000 12.00-20.00/hr. 20,000-25,000 25,000-60,000 26,000-50,000 25,000-75,000 25,000-50,000 3.00 - 16.00 per inspection 5.00 - 40.00 per inspection 12.00-20.00/hr. 20,000-40,000 1,000-2,500 20,000-50,000 35,000-60,000 20,000-50,000 45,000-75,000 5,000 Stipend 12.00-20.00/hr. 12.00-20.00/hr. 12.00-25.00/hr. 12.00-20.00/hr. 32,000-70,000 34,000-70,000 32,000-70,000 22,000-42,000

Senior Public Works Repairer	27,000-60,000
Senior Sewer Repairer	32,000-70,000
Supervisor Recreation Maintenance	30,000-70,000
Senior Tax Clerk	30,000-45,000
Sewer Maintenance Inspector	25,000-50,000
Sewer Repairer	27,000-75,000
Superintendent of Public Works	60,000-125,000
Superintendent Recreation	50,000-100,000
Supervising Equipment Operator	40,000-80,000
Supervising Mechanic	40,000-70,000
Supervisor Landscaper	25,000-110,000
Supervisor Public Works	40,000-85,000
Supervisor Sewer	35,000-64,000
Supervisor Traffic Maintenance	30,000-64,000
Tax Assessor	40,000-90,000
Tax Clerk 1	23,000-42,000
Tax Clerk 2	25,000-44,000
Tax Collector	55,000-90,000
Tax Collector/CFO	55,000-140,000
Tax Searcher	25,000-45,000
Technical Assistant to the Construction Official	27,500-50,000
Timekeeper	20,000-40,000
Traffic Maintenance Worker	22,750-50,000
Traffic Maintenance Worker/Electrician	27,500-65,000
Truck Driver	25,000-55,000
Violations Clerk	25,000-45,000
Zoning Officer	25,000-55,000

<u>Section 5.</u> The members of City Council of the City of North Wildwood are hereby directed to include in the Annual Appropriation Ordinance the sum necessary to be raised to pay the said salaries and compensations, and they shall be raised in the same manner and at the same time as other taxes are levied, a tax upon all taxable property in the City of North Wildwood, in the County of Cape May and State of New Jersey, sufficient to produce the said amounts.

<u>Section 6.</u> All preceding Salary Ordinances are hereby superseded and repealed.

Section 7. This Ordinance shall be known as the "Salary Ordinance" and shall remain in full force and effect unless repealed or amended according to law.

<u>Section 8.</u> This Ordinance shall be in effect upon its final passage and publication as provided by law and shall govern salaries for the <u>vear 2023</u>.

Patrick T. Rosenello, Mayor

W. Scott Jett, City Clerk

Introduced:	April 4, 2023
Advertised:	April 12, 2023
Hearing/Final:	May 2, 2023
Advertised:	May 10, 2023

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:

<u>PROPERTY</u>	<u>PAYEE</u>	<u>AMOUNT</u>
BLK 198 LT 6 QUAL C000A 2023 QTR 1 & 2	CORELOGIC 3001 HACKBERRY RD IRVING, TX 75063	\$1,655.22
BLK 271 LT 1 2023 QTR 2	WILLIAM J OR SUSAN E HUNTER 4 DOROTHY CIR ROYERSFORD, PA 19468	\$1,653.37

TOTAL

\$3,308.59

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 2nd day of May 2023.

Dated: May 2, 2023

Signed: _

W. Scott Jett, City Clerk

Approved:

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

RESOLUTION #

City of North Wildwood

Cape May County, New Jersey

RESOLUTION

CANCELLING AMOUNTS ON SEWER ACCOUNTS-SEWER COMMITTEE

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)		
		TAX	OVERAGE	OVERAGE	TOTAL	CREDIT
ADDRESS	ACCT#	YEAR	BASIC	3rd Q	AMOUNT	AMOUNT
314 W 18TH AVE	1073-0	2023				324.00
121 W 18TH AVE	2077-0	2023				1682.00
114 E 11TH AVE	2776-0	2023				192.00
2110 ATLANTIC AVE	3113-0	2023				1460.00
810 ATLANTIC AVE	3370-0	2023				520.13
203-205 W 16 [™] AVE	5764-2	2023				324.00

Total Adjustments 4,502.13

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 2^{nd} day of May 2023.

Dated: May 2, 2023

Signed:

W. Scott Jett, City Clerk

Approved: _____

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

Resolution No.

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING THE ISSUANCE OF YEARLY PARKING PERMITS PURSUANT TO ORDINANCE 1595

WHEREAS, Ordinance 1595 was adopted by City Council on May 3, 3011, which allows the Mayor to issue municipal parking permits to various individuals, including City employees, officials, volunteers, and members of departments, boards, commissions and authorities; and

WHEREAS, Ordinance 1595 states that these permits may be issued upon consent of Council.

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 the following municipal parking permits may be issued by the Mayor for the year 2023:

- 1. Elected Officials
- 2. Department Heads & Staff as deemed necessary to conduct City business
- 3. Firefighters, Police & Security Officers
- 4. Members of Planning Board
- 5. Medical, Lighthouse & Historian/Photographer Volunteers
- 6. Environmental Commission
- 7. GWTIDA Board
- 8. Lifeguard Pension Commission
- 9. Recreation Commission
- 10. Tourists Development & Historical Commissions
- 11. Health, Ethics & UEZ Boards
- 12. Bike Path & Municipal Alliance Committees
- 13. Recreation Dept. Program Instructors & Tourist/Welcome

Center Aides

OFFERED BY:

STATE OF NEW JERSEY

_____SECONDED BY:

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 2nd day of May 2023.

Dated: May 2, 2023

Signed:

W. Scott Jett, City Clerk

Approved:

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Zampirri									

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

ESTABLISHING RATES FOR PAID PARKING SPACES AND PARKING LOTS

WHEREAS, §418-1B of the Code of the City of North Wildwood indicates that paid parking space rates shall be established from time to time by resolution of City Council; and

WHEREAS, §418-82A of the Code of the City of North Wildwood indicates that parking rates for City parking lots described therein shall be established from time to time by resolution of City Council.

NOW, THEREFORE, BE IT RESOLVED by 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 rate to be charged for parking in paid parking spaces and the City parking lots in the following areas shall be \$5.00 per hour when parking fees are in effect:
 - a. On both sides of John F. Kennedy Beach Drive from 2nd Avenue to 13th Avenue;
 - b. All paid parking spaces south of and including 18th Avenue;
 - c. All paid parking spaces in the East 500 Block of the City, including the parking lot at 15th Avenue & the Beach;
 - d. Both sides of the 400 Block of East 2nd Avenue;
 - e. Both sides of the 300 Block of East 1st Avenue, including the parking lot at 1st & Surf Avenues;
 - f. Both sides of the 100 Block of Surf Avenue;
 - g. Both sides of Spruce Avenue between Walnut Avenue and Olde New Jersey Avenue;
 - h. The parking lot at the intersection of Spruce & Olde New Jersey Avenues.
- 3) The rate to be charged for parking in paid parking spaces in the following area shall be \$4.00 per hour when parking fees are in effect:
 - a. Both sides of Ocean Avenue from 2nd Avenue to 18th Avenue.
- 4) The rate to be charged for parking in paid parking spaces and the City parking lots in the following areas shall be \$3.00 per hour when parking fees are in effect:
 - a. Both sides of Surf Avenue from 2^{nd} Avenue to 18^{th} Avenue;
 - b. The parking lot on Olde New Jersey Avenue between 1st Avenue and 2nd Avenue;
 - c. Both sides of Spruce Avenue between Olde New Jersey Avenue and New York Avenue;
 - d. North side of Pine Avenue from Olde New Jersey Avenue to a point 282 feet west of Olde New Jersey Avenue;
 - e. East side of New York Avenue north of Pine Avenue up to and including the parking area adjacent to Hereford Inlet.
- 5) The parking rates established by the terms of this resolution shall be posted as required by the provisions of Chapter 418 of the Code of the City of North Wildwood.
- 6) A detailed map showing the various areas of different paid parking rates shall be annexed to and made a part of this Resolution.

- 7) The Superintendent of Public Works and such other municipal officials as are required shall take all actions necessary and proper to effectuate the terms of this resolution.
- 8) The City Clerk shall distribute copies of this Resolution to the North Wildwood Chief of Police and to the North Wildwood Municipal Court Administrator and shall post a copy of this Resolution on the municipal bulletin board in City Hall, maintaining it there until replaced by a subsequent Resolution.

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 2nd day of May, 2023.

Dated: May 2, 2023

Signed:

W. Scott Jett, City Clerk

Approved: _

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									



CITY OF NORTH WILDWOOD Cape May County, New Jersey

RESOLUTION

EXERCISING OPTION TO EXTEND FOR ONE-YEAR SHARED SERVICES AGREEMENT WITH THE NORTH WILDWOOD BOARD OF EDUCATION REGARDING A SPECIAL LAW ENFORCEMENT OFFICER IN THE MARGARET MACE ELEMENTARY SCHOOL

WHEREAS, by Resolution # 126-16, adopted May 17, 2016, the City Council of the City of North Wildwood authorized the Mayor and City Clerk to enter into a Shared Services Agreement with the North Wildwood Board of Education regarding a Special Law Enforcement Officer in the Margaret Mace Elementary School; and

WHEREAS, the aforementioned Agreement expired on July 1, 2018; and

WHEREAS, the aforementioned Agreement provides for extensions from year-to-year by mutual agreement and resolution of both the City and the Board of Education, with the last renewal to expire no later than July 1, 2026; and

WHEREAS, on June 7, 2018, via Resolution #138-18, Council authorized a one-year extension of the aforementioned Agreement, which will expire on July 1, 2019; and

WHEREAS, on May 7, 2019, via Resolution #124-19, Council authorized a one-year extension of the aforementioned Agreement, which will expire on July 1, 2020; and

WHEREAS, on May 5, 2020, via Resolution #139-20, Council authorized a one-year extension of the aforementioned Agreement, which will expire on July 1, 2021; and

WHEREAS, on May 4, 2021, via Resolution #137-21, Council authorized a one-year extension of the aforementioned Agreement, which will expire on July 1, 2022; and

WHEREAS, on May 3, 2022, via Resolution #143-22, Council authorized a one-year extension of the aforementioned Agreement, which will expire on July 1, 2023; and

WHEREAS, Council now deems it to be in the best interests of the City of North Wildwood to exercise another one-year extension, to expire on July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City 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 incorporated herein by this reference thereto as though the same were set forth at length.
- 2. By this Resolution, the City of North Wildwood hereby does exercise a one-year extension in the aforementioned Agreement, to expire on July 1, 2024.
- 3. The Mayor and City Clerk be and they are hereby authorized to execute any and all necessary documents pertaining to said extension.
- 4. The one-year extension authorized by this Resolution is contingent upon the North Wildwood Board of Education adopting a corresponding resolution in accordance with law at a public meeting held in compliance with the Open Public Meetings Act and the Uniform Shared Services and Consolidation Act.

OFFERED BY:

2023.

SECONDED BY:

Dated: _May 2, 2023_				Signed: W. Scott Jett, City Clerk					
APPROVI Patrick T.		o, Mayoi	r						
	Aye	Naye	Abstain Absent	Aye Naye Abstain Absent					
Tolomeo	•	•		Koehler					
Rullo				Bishop					
Kane				Zampirri					
Del Conte				-					

CITY OF NORTH WILDWOOD Cape May County, New Jersey

RESOLUTION

AUTHORIZING PARKING SERVICES CONTRACT WITH PARKMOBILE, L.L.C.

WHEREAS, the City of North Wildwood, during certain portions of each year, charges parking fees with respect to various streets and parking lots all as specifically detailed and §418-1, *et. seq.* of the Code of the City of North Wildwood; and

WHEREAS, ParkMobile, L.L.C., a Delaware Limited Liability Company with its principal place of business in Atlanta, Georgia ("ParkMobile"), is in the business, among other things, of providing electronic systems for consumers to make payment of on-street and off-street parking fees by means of its proprietary mobile applications and websites; and

WHEREAS, North Wildwood and ParkMobile both are members of the National Cooperative Purchasing Allegiance; and

WHEREAS, ParkMobile has proposed to enter into a contract with North Wildwood under the terms of which ParkMobile will provide services to users of pay parking spaces in North Wildwood with the ability, for a fee, to pay for parking via its mobile applications and websites with the net parking revenue to be remitted to the City of North Wildwood thereby providing consumers with a cashless payment option that would be in addition to currently existing payment options such as parking meters and payment kiosks; and

WHEREAS, City Council is of the opinion that the parking payment services being offered by ParkMobile would provide an additional payment option to users of pay parking services that is not presently available in North Wildwood and therefore it would be in the public's interest to authorize execution of a parking services contract with ParkMobile.

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) The City's Purchasing Agent and City Clerk be and they hereby are authorized to execute a parking services contract with ParkMobile, L.L.C., the form of which shall be subject to approval by the City Solicitor, by which ParkMobile, L.L.C. will provide users of pay parking spaces in North Wildwood with the ability to pay parking charges that are due under the North Wildwood Code by ParkMobile's mobile applications or website with the parking charges to be remitted to the City.

3) In accordance with the provisions of N.J.S.A. 40:11-15, the term of the contract shall not exceed two years with two (2) one-year renewal options.

4) The contract with ParkMobile, L.L.C. shall not impose any costs or fees upon the City of North Wildwood and shall provide for remittance of the full amount of parking fees due to the City under the North Wildwood Code and, therefore, a Certification of Availability of Funds from the City's Chief Financial Officer is not necessary.

5) This Resolution is contingent upon ParkMobile, L.L.C. completing and submitting a Business Entity Disclosure Certification which certifies that ParkMobile, L.L.C. has not made any reportable contributions to a political or candidate committee in the City of North Wildwood in the previous one year, and that the contract will prohibit ParkMobile, L.L.C. from making any reportable contributions throughout the term of the contract.

6) This Resolution only shall become effective when a copy of the New Jersey Business Registration Certificate of ParkMobile, L.L.C. is submitted to the City of North Wildwood pursuant to the provisions of N.J.S.A. 52:32-44b(1) and a copy of that New Jersey Business Registration Certificate shall be placed on file with this Resolution.

8) This Resolution only shall become effective when a Certification Regarding Investment Activities in Iran is submitted to the City of North Wildwood by ParkMobile, L.L.C. pursuant to the provisions of N.J.S.A. 40A:11-2.1 and a copy of that Certification shall be placed on file with this Resolution.

9) A notice of the letting of this contract shall be published in the City's official newspaper within ten (10) days of the date of this Resolution, which notice shall state that this Resolution and the contract on are file and are available for public inspection in the Office of the City Clerk.

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 2nd day of May, 2023.

Dated: ___May 2, 2023_____

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									



This ParkMobile Service Agreement ("<u>Agreement</u>") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of North Wildwood, a New Jersey municipality, with offices at 901 Atlantic Ave., North Wildwood, NJ 08260 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

	PAR	TY CONTACTS	
	Client		ParkMobile
Legal Name:	City of North Wildwood	Legal Name:	Parkmobile, LLC
Contact:	Nicholas Long	Sales Rep:	Joseph Fazio
Email:	nlong@northwildwood.com	Email:	Joseph.Fazio@parkmobile.io
Phone:	609-522-2030 ext. 1260	Phone:	813-599-2720
Address:		Address:	
City of North W 901 Atlantic Av North Wildwood	e .	Parkmobile, L 1100 Spring S Ste 200 Atlanta, GA 3	St. NW
		For legal not	tices:

with a copy to ParkMobile's Legal Department at the above address and to <u>legal-notices@parkmobile.io</u>.

	SERVICE TERMS
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	2 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client's processing partner via a gateway solution. If Client elects to use a processing partner with which ParkMobile is not integrated, Client agrees to pay ParkMobile \$0.05 per transaction for this service. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date.
CALE.	Page 1 of 9



Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations
Governing Law	State of New Jersey
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLE	MENTATION FEI	ES	
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
	Total	Implementation Fees:	\$0.00

ADDITIONAL FEE	ΞS
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.45	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF NORTH WILDWOOD

PARKMOBILE, LLC

By: _____ Name: _____ Title: _____ Date: _____

By:

Name:

Title:

Date:



SCHEDULE 1: CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

- **1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- **1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- **1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- **1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- **1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- **1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- **1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- **1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions. The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <u>https://parkmobile.io/client-terms</u> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License. ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions. Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part: (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 Changes. ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)

ParkMobile

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

- **3.1** Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.
- **3.2 Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.
- **3.3** Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

- 4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.
- 4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday - Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

- **5.1 General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("<u>Representatives</u>") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.
- 5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

- **6.1 Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.
- **6.2 Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- **6.3 ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.
- 6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at https://parkmobile.io/company/parkmobile-mediaassets/logos/. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- 6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than

ParkMobile

those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

- 6.6 **Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.
- 6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

- **7.1 Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.
- 7.2 Payment Terms. The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. Client agrees to pay ParkMobile \$0.05 per transaction for this service. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.
- **7.3 Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.
- 7.4 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount, beginning on the day after the required payment date and ending on the date on which payment is drawn, at the rate specified by the State Treasurer for State late payments pursuant to N.J.S.A. 52:32-35.
- 7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).
- **7.6** Fee Increases. ParkMobile may increase Fees for any contract year, so long as with Client's mutual consent, by providing Client at least sixty (60) calendar days written notice.

7.7 Reserved.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 8.3 EXCEPT FOR THE **EXPRESS** Disclaimers. WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE. TITLE, PARTICULAR AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING. PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

- **9.1 Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("<u>Losses</u>") incurred as a result from any third-party claim, suit, action, or proceeding ("<u>Third-Party Claim</u>") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.
- **9.2** ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

ParkMobile

- **9.3 Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.
- 9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.
- 9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

- Exclusion of Damages. EXCEPT AS OTHERWISE 10.1 PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, BUSINESS, REVENUE, OR PROFIT USE, OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL. INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- **10.2** Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR

ParkMobile Service Agreement

EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- **10.3 Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.
- 11. RESERVED

12. GENERAL TERMS

- 12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- **12.2** Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- **12.3 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.
- **12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, United States of America (including its statutes of limitations).
- **12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a

ParkMobile

Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

- 12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all and prior contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- **12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- **12.9** Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.
- **12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- **12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.
- 13. DEFINITIONS

"<u>Access Credentials</u>" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"<u>Authorized User</u>" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"<u>Brand Features</u>" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"<u>Client Data</u>" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"<u>Confidential Information</u>" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"<u>IP Rights</u>" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"<u>Parking Information</u>" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"<u>Parking Location</u>" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"<u>ParkMobile Application</u>" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilities the payment of parking transactions.

"<u>ParkMobile User</u>" means an end user that uses the ParkMobile Application.

"<u>ParkMobile User Data</u>" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

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"<u>PCI Data</u>" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"<u>Personal Data</u>" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"<u>Platform</u>" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"<u>Resultant Data</u>" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"<u>Services</u>" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.



SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("<u>On-Demand Parking</u>").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <u>https://app.parkmobile.io;</u> (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <u>https://app.parkmobile.io</u> to access and print parking history, receipts, and statements.

Cape May County, New Jersey

RESOLUTION

AUTHORIZING CITY CLERK TO ADVERTISE FOR BIDS FOR POLICE DEPARTMENT **RENOVATIONS**

BE IT RESOLVED by the Mayor and Council of the City of North Wildwood that the City Clerk is hereby authorized to advertise to receive bids for renovations in the North Wildwood Police Department.

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 2nd day of May 2023.

Dated: May 2, 2023

Signed: ______ W. Scott Jett, City Clerk

Approved:

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

#

Cape May County, New Jersey

RESOLUTION

AUTHORIZING CITY CLERK TO ADVERTISE FOR BIDS FOR NORTH WILDWOOD GATEWAY PARK AND IMPROVEMENTS

BE IT RESOLVED by the Mayor and Council of the City of North Wildwood that the City Clerk is hereby authorized to advertise to receive bids for North Wildwood Gateway Park & Improvements.

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 2nd day of May 2023.

Dated: May 2, 2023

Signed: ______ W. Scott Jett, City Clerk

Approved:

Patrick T. Rosenello, Mayor

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

#

Cape May County, New Jersey

RESOLUTION

ISSUANCE OF AMUSEMENT GAME LICENSES

WHEREAS, an application has been made by the persons, firm and/or corporations set forth on the schedule attached hereto and made part thereof, for the issuance of Amusement Game License to be granted by this Issuing Authority; and

WHEREAS, all things required by applicant have been complied with, this Body is of the opinion that said applicant should be granted and the license issued.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of North Wildwood, in the County of Cape May and the State of New Jersey, that the Amusement Game License as set forth in this resolution be and is hereby granted for the year <u>2023</u>, unto the person, firms and/or corporation herein recited, for the premises in North Wildwood, New Jersey, set opposite their respective name.

NW#/Licensee	Premises	Game #
#25 James Deitz	300 New Jersey Avenue	#2 Arcade

OFFERED BY: SECONDED BY: 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 2nd day of May, 2023.

Dated: May 2, 2023

Signed: ____

W. Scott Jett, City Clerk

Approved: _

Patrick Rosenello, Mayor

,	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
Tolomeo					Koehler				
Rullo					Bishop				
Kane					Zampirri				
Del Conte									

RESOLUTION #_____

Cape May County, New Jersey

RESOLUTION

AUTHORIZING RETURN OF BALANCE OF ESCROW DEPOSIT

WHEREAS, the Application submitted by Lisa Dinon seeks d(2) Use variance for the expansion of a pre-existing non-conforming use in order to allow for the construction of a new garage/bedroom & rear exterior decks at the property located at 103 E. 19th Avenue, a/k/a Block: 202, Lot: 1, in the City's Central Business District (CBD) Zoning District. The siteplan appears to be prepared under the CBD Zoning District requirements; 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 12, 2022; 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 \$800.00 & 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 \$274.00.

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:

Dated: ____May 2, 2023_____

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					-				

Cape May County, New Jersey

RESOLUTION

AWARDING ANGLESEA LINE STRIPING IMPROVEMENTS CONTRACT TO ZONE STRIPING, INC.

WHEREAS, bids were received by the City of North Wildwood on April 26, 2023 in connection with a contract for the Anglesea Line Striping Improvements; and

WHEREAS, two bids were received, with Zone Striping, Inc. of Glassboro, New Jersey being the apparent low bidder; and

WHEREAS, the City Engineer and the City Solicitor have reviewed the bid of Zone Striping, Inc. and are satisfied that the bidder complied with the instructions to bidders and conditions of the award and have filed their respective reports with the City Administrator; and

WHEREAS, the City Engineer is satisfied that Zone Striping, Inc. is a qualified bidder and contractor; and

WHEREAS, the City Administrator has recommended award of the subject contract to Zone Striping, Inc. of Glassboro, 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 Anglesea Line Striping Improvements contract hereby is awarded to Zone Striping, Inc. of Glassboro, New Jersey for a cost not to exceed \$36,333.77.

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 bidding materials and to deliver same to Zone Striping, Inc. of Glassboro, New Jersey for execution and return.

4) This award of contract is contingent upon receipt of a certification of funds from the City Chief Financial Officer.

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 2nd day of May, 2023.

Dated: _____May 2, 2023_____

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					-					

Cape May County, New Jersey

RESOLUTION

AWARDING CONTRACT TO ASPHALT PAVING SYSTEMS, INC. FOR THE RECONSTRUCTION OF EAST 5TH AVENUE BETWEEN NEW JERSEY AND CENTRAL AVENUES

WHEREAS, bids were received by the City of North Wildwood on April 26, 2023 in connection with a contract for the reconstruction of East 5th Avenue between New Jersey and Central Avenues ; and

WHEREAS, Asphalt Paving Systems, Inc. of Hammonton, New Jersey, was the lowest bidder; and

WHEREAS, the City Engineer and the City Solicitor have reviewed the bid of Asphalt Paving Systems, Inc. and are satisfied that the bidder complied with the instructions to bidders and conditions of the award; and

WHEREAS, the City Engineer is satisfied that Asphalt Paving Systems, Inc. is a qualified bidder and contractor; and

WHEREAS, the City Engineer has recommended award of the subject contract to Asphalt Paving Systems, Inc. of Hammonton, New Jersey; and

WHEREAS, of the total bid price of \$993,300.00 the City of Wildwood Water Utility is to pay for the water main portion of the contract in the sum of \$225,500.00.

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 the Reconstruction of East 5th Avenue between New Jersey and Central Avenues hereby is awarded to Asphalt Paving Systems, Inc. of Hammonton, New Jersey for a cost not to exceed \$993,300.00 with the City of North Wildwood's portion being \$767,800.00 and the City of Wildwood's portion being \$225,500.00.

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 Asphalt Paving Systems, Inc. of Hammonton, New Jersey for execution and return.

4) This award of contract is contingent upon receipt of a certification of funds from the City Chief Financial Officer.

5) This award of contract is contingent upon the award of contract by the City of Wildwood for the water main portion of the reconstruction project in the amount of \$225,500.00.

6) The award of this contract is contingent on approval by the New Jersey Department of Transportation.

7) The City Clerk shall return to all bidders whose bid has been rejected and bid security that was posted.

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 2nd day of May, 2023.

Dated: May 2, 2023

Signed:	
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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					-				

Batch Id: RB1 Batch Type: C Batch Date: 05/ Generate Direct Deposit: N	02/23 Checking Ac	count: CREST G/L Cr	edit: Budget	G/L Cre	dit	
Check No. Check Date Vendor # Name PO # Enc Date Item Description	Payment Amt	Street 1 of Address to be pr Charge Account Description	inted on Chec Account Type		Seq	Acct
05/02/23 01446 ADVANCED VIDEO & SO		333 BLOSSOM CICLE				
23-00824 04/17/23 1	40.00	3-01-25-240-029 POLICE-CONTRACTUAL SERVICES	Budget	Aprv	25	1
		P0 P0V 5010				
05/02/23 01685 АТ&Т 3-00820 04/17/23 1 Cybersecurity - April 2023	415.58	PO BOX 5019 3-01-31-440-010 TELEPHONE COSTS	Budget	Aprv	23	1
	415.58					
05/02/23 02021 BURLEIGH STORAGE		633 SHUN PIKE				
3-00861 01/03/23 1 off Site Storage -2nd Qtr 202	3 6,375.00	3-01-26-290-060 PUB WRKS- VEHICLE STORAGE &	Budget	Aprv	58	1
	6,375.00	PUB WRNS- VEHICLE STURAGE &	MAINTENANCE			
05/02/23 02022 Bright Idea LED		1000 Delsea Drive				
3-00804 04/14/23 1 Slim mounted canopy 75 WattLE		3-01-26-310-054 BLDGS & GRNDS-ELEC LTG/EQUIF	Budget	Aprv	17	1
	3,750.00					
05/02/23 02324 BARBER CONSULTING S		32 CENTRAL AVENUE				
3-00840 04/21/23 1 MIS Rate Services	605.63	3-01-25-240-026 POLICE - MAINT OF OTHER EQUI	Budget	Aprv	40	1
3-00840 04/21/23 2 MIS Rate Services	286.87	3-01-25-265-024	Budget	Aprv	41	1
3-00840 04/21/23	148.75	FIRE - MAINT & REPAIRS 3-01-28-370-036	Budget	Aprv	42	1
	8F 00	REC CTR - OFFICE SUPPLIES	-	·	42	1
3-00840 04/21/23	85.00	3-01-20-100-028 GEN ADM - PROF/ CONSULTANT	Budget	Aprv	43	1
3-00840 04/21/23 5 MIS Rate Services	807.50	3-01-20-100-028 GEN ADM - PROF/ CONSULTANT	Budget	Aprv	44	1
	1,933.75	GEN ADM - PROF/ CONSULTANT				
05/02/23 02719 Blaney, Donohue, We	inberg PC	2123 DUNE DRIVE, SUITE 11				
3-00855 01/03/23 1 City Solicitor - 2nd Qtr 2023	18,750.00	3-01-20-155-027 LEGAL SERV-PROF SERVICES	Budget	Aprv	56	1
	18,750.00	LEGAL SERV-FROF SERVICES				
05/02/23 03028 Lloyd M. Camp Drywa		TA CALIFORNIA CONCEPTS				
3-00532 03/10/23 1 MOORES INLET RESTROOM FLOORIN	G 3,140.00	3-01-26-310-058 Buildings&Grounds Other Equi	Budget p/Supplies	Aprv	4	1
	3,140.00		F) 2000 1 1 2 2			
05/02/23 03050 C.M.C.M.U.A.		1523 route 9 north				
3-00819 04/17/23 1 WW Mgmt Progam - 1st Qtr 2023	976,002.00	3-01-43-456-010	Budget	Aprv	21	1
3-00819 04/17/23 2 WW Mgmt Progam - 1st Qtr 2023	101,994.00	SEWER TREATMENT CHARGES 3-01-43-456-010	Budget	Aprv	22	1
3-00831 04/20/23 1 Tipping Fees - March 2023	2,062.23	SEWER TREATMENT CHARGES 3-01-26-310-066	Budget	Aprv	32	1
	2,002.23	5 01 20 510 000	Sunger		52	1

heck No. Check Date Vendor # Name PO # Enc Date Item Description	Payment Amt	Street 1 of Address to be p Charge Account Description	rinted on Chec Account Type		Seq	Acct
3-00831 04/20/23 2 Tipping Fees - March 2023	256.00	BLDGS & GRNDS LANDSCAPING 3-01-26-310-066 BLDGS & GRNDS LANDSCAPING	Budget	Aprv	33	1
3-00831 04/20/23	14,005.62	3-01-31-467-099 CMC TIPPING FEES	Budget	Aprv	34	1
	1,094,319.85					
05/02/23 03361 COMCAST		P.O. BOX 70219				
3-00844 04/21/23 1 INTERNET APRIL 2023	176.21	3-01-25-240-036	Budget	Aprv	48	1
3-00874 04/27/23 1 900045884	395.00	POLICE - OFFICE SUPPLIES 3-01-20-100-036 GEN ADM - OFFICE SUPPLIES	Budget	Aprv	68	1
3-00874 04/27/23 2 8499050130035690	204.89	3-01-25-265-036 FIRE - OFFICE SUPPLIES	Budget	Aprv	69	1
3-00874 04/27/23 3 8499050130148675	252.08	3-01-25-240-036 POLICE - OFFICE SUPPLIES	Budget	Aprv	70	1
	1,028.18					
05/02/23 03729 CAPE REGIONAL URGENT	CARE	po box 57680				
3-00826 04/17/23 1	467.00	3-01-25-240-093 POLICE - MEDICAL EXPENSES	Budget	Aprv	27	1
	467.00					
05/02/23 04091 DELTA DENTAL PLAN OF	· NJ	P.O. BOX 36483				
3-00818 04/17/23 1 City Dental Ins - May 2023	9,196.25	3-01-23-220-095 DENTAL INSURANCE PREMIUMS	Budget	Aprv	20	1
	9,196.25					
05/02/23 04182 DELL COMPUTER CORP.		PO BOX 643561				
2-02867 12/06/22 1	3,998.94	2-01-25-240-029	Budget	Aprv	1	1
3-00189 02/01/23 1 New Computer - Gallagher	1,613.83	POLICE-CONTRACTUAL SERVICES 3-01-26-310-036	Budget	Aprv	2	1
	5,612.77	BLDGS & GRNDS- OFFICE SUPPL	J	•		
05/02/23 04450 DYNAMIC FITNESS EQUI	DMENT	po box 2176				
3-00866 04/26/23 1 PARTS - WEIGHT ROOM EQUIP	122.00	3-01-28-370-026 REC CNTR- MAINT OF OTHER EQ	Budget JIP	Aprv	61	1
	122.00					
05/02/23 05004 Empower Trust Compan	IV, LLC	P.O. Box 824663				
3-00848 04/24/23 1 Deferred Compensation Plan	325.00	3-01-20-130-109	Budget	Aprv	51	1
	325.00	FIN ADM- PAYROLL EXPENSE				
05/02/23 05011 EDMUNDS & ASSOCIATES		301 A TILTON ROAD				
3-00556 04/14/23 2 2023 Software Maintenance	1,674.00	3-01-20-145-059	Budget	Aprv	5	1
3-00556 04/14/23 3 2023 Software Maintenance	7,018.94	TAX COLLECTOR-DATA PROCESSI 3-01-20-145-059 TAX COLLECTOR-DATA PROCESSI	Budget	Aprv	6	1
3-00556 04/14/23	7,018.94	3-01-20-145-059 TAX COLLECTOR-DATA PROCESSI	Budget	Aprv	7	1

Page	No:	3
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PO #	Enc Date	Item Descript	# Name tion	Payment Amt	Street 1 of Address to be p Charge Account Description	Account Type		Seq	Acct
23-00556	04/14/23	5 2023 Soft	tware Maintenance	1,341.06	3-01-20-145-059	Budget	Aprv	8	1
23-00556	04/14/23	6 2023 Sof	tware Maintenance	1,341.06	TAX COLLECTOR-DATA PROCESSI 3-01-20-145-059	Budget	Aprv	9	1
3-00556	04/14/23	7 2023 Soft	tware Maintenance	6,142.92	TAX COLLECTOR-DATA PROCESSI 3-01-20-130-028	Budget	Aprv	10	1
23-00556	04/14/23	8 2023 Soft	tware Maintenance	1,876.40	FIN ADM - OTHER PROF/ CONSU 3-01-20-130-028	Budget	Aprv	11	1
23-00556	04/14/23	9 2023 Soft	tware Maintenance	1,054.46	FIN ADM - OTHER PROF/ CONSU 3-01-20-130-028	Budget	Aprv	12	1
23-00556	04/14/23	10 2023 Sof	tware Maintenance	2,584.79	FIN ADM - OTHER PROF/ CONSU 3-01-20-130-028	Budget	Aprv	13	1
3-00556	04/14/23	11 2023 Soft	tware Maintenance	2,460.41	FIN ADM - OTHER PROF/ CONSU 3-01-20-130-028	Budget	Aprv	14	1
3-00556	04/14/23	12 2023 Soft	tware Maintenance	1,054.46	FIN ADM - OTHER PROF/ CONSU 3-01-20-130-028	Budget	Aprv	15	1
				33,567.44	FIN ADM - OTHER PROF/ CONSU	LT			
	05/02/		EVERBRIDGE INC		PO BOX 92506				
23-00842	04/21/23	1		3,500.00	3-01-25-240-029 POLICE-CONTRACTUAL SERVICES	Budget	Aprv	46	1
		/		3,500.00					
23-00864	05/02/ 04/26/23		GLOUCESTER CTY POLIC	E ACADEMY 90.00	ROWAN COLLEGE AT GLOUSTER C 3-01-25-240-032	Budget	Aprv	59	1
				90.00	POLICE - CLOTHING & UNIFORM	5			
	05/02/		GENERAL CODE ,LLC	4 101 40	P.O. Box 772512	• data	•	64	1
3-00869	04/26/23	1 SUPPLEMEN	VT 79	4,181.46	3-01-20-120-105 MUN CLK - CODIF. OF ORDS	Budget	Aprv	64	1
	05 (00	/22 07217		4,181.46					
23-00870	05/02/ 04/26/23		GREAT AMERICAN FINAN MACHINE LEASE	CIAL SERV 278.00	PO BOX 660831 3-01-20-120-022	Budget	Aprv	65	1
				278.00	MUN CLK - POSTAGE				
	05/02/		CAPE MAY COUNTY HERA		1508 STATE HIGHWAY 47				
23-00833	04/20/23	1 HERALD LI	EGAL ADS	497.96	3-01-20-120-021 MUN CLK- LEGAL ADVERTISING	Budget	Aprv	36	1
				497.96					
23-00832	05/02/ 04/20/23		INST. FOR PROFESSION/ 41923 WSJ JVS ZB	AL DEV. 150.00	17 Hathaway Place 3-01-20-120-042	Budget	Aprv	35	1
				150.00	MUN CLK - EDUCAT AND TRAINI	NG			
	05/02/	/23 09080	INST. FOR FORENSIC P		5 FIR COURT				
	04/21/23			2,375.00	3-01-25-240-093	Budget	Aprv	47	1

April	27,	2023
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OS/02/23 10010 JACKSON & HIRSH, INC. 700 ANTHONY TRAIL 23-00836 04/20/23 1 Laminating Sheet 140.20 3-01-20-100-036 GEN ADM - OFFICE SUPPLIES Budget A 23-00836 04/20/23 1 JONACH ELECTRONICS, INC 15 MERRY LANE 23-00847 04/21/23 1 Service Contract 2023 4,500.00 3-01-25-252-058 Budget A 23-00847 04/21/23 1 Service Contract 2023 4,500.00 3-01-25-252-058 Budget A 23-00821 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard A 23-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 23-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 23-00855 04/26/23 1 3,742.52 2000 KOZLOSKI RD 3-01-25-240-042 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-01-25-240-042 <t< th=""><th>prv 3 prv 5</th><th>45 38 50 24</th></t<>	prv 3 prv 5	45 38 50 24
23-00841 04/21/23 1 650.00 3-01-25-240-029 Budget A 05/02/23 10010 JACKSON & HIRSH, INC. 700 ANTHONY TRAIL 3-01-20-100-036 Budget A 23-00836 04/20/23 1 Laminating Sheet 140.20 3-01-20-100-036 Budget A 23-00847 04/21/23 1 Service Contract 2023 4,500.00 15 MERRY LANE 3-01-25-252-058 Budget A 23-00847 04/21/23 1 Service Contract 2023 4,500.00 3-01-25-240-029 Budget A 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard 3-01-25-240-029 Budget A 23-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 05/02/23 13012 MUNICIPAL RECORD SERVICE 106 W ATLANTIC AVENUE A 23-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERY DRIVE 3-01-25-240-042 Budget A 23-00865 04/26/23 1 13661 MAGLOCLEN 140 TERY DRIVE 3-01-25-240-029 Budget A </td <td>prv 3 prv 5</td> <td>38 50</td>	prv 3 prv 5	38 50
05/02/23 10010 JACKSON & HIRSH, INC. 700 ANTHONY TRAIL 13-00836 04/20/23 1 Laminating Sheet 140.20 3-01-20-100-036 Budget A 05/02/23 10073 JONACH ELECTRONICS, INC 15 MERRY LANE 3-01-25-252-058 Budget A 05/02/23 10073 JONACH ELECTRONICS, INC 15 MERRY LANE 3-01-25-252-058 Budget A 13-00847 04/21/23 1 service Contract 2023 4,500.00 3-01-25-252-058 Budget A 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard 3-01-25-240-029 Budget A 13-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 13-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 13-00865 04/26/23 1 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD A 13-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 13-00865 04/26/23 1 MO	prv 5	50
3-00836 04/20/23 1 Laminating Sheet 140.20 3-01-20-100-036 Budget A 05/02/23 10073 JONACH ELECTRONICS, INC 15 MERRY LANE 3-01-25-252-058 Budget A 3-00847 04/21/23 1 Service Contract 2023 4,500.00 3-01-25-252-058 Budget A 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard 3-01-25-240-029 Budget A 3-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 05/02/23 13012 MUNICIPAL RECORD SERVICE 106 w ATLANTIC AVENUE Budget A 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 3-00865 04/26/23 1 00.00 3-01-25-240-042 Budget A 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERY DRIVE 3-01-25-240-029 Budget A	prv 5	50
140.20 140.20 140.20 140.20 05/02/23 10073 JONACH ELECTRONICS, INC 15 MERRY LANE 3-00847 04/21/23 1 service Contract 2023 4,500.00 3-01-25-252-058 Budget A 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard 3-01-25-240-029 Budget A 3-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 05/02/23 13012 MUNICIPAL RECORD SERVICE 106 w ATLANTIC AVENUE 3-01-43-490-023 Budget A 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD MUN CT - PRINTING A 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE A 3-00867 04/26/23 1 100.00 3-01-25-240-029 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE A A <t< td=""><td></td><td></td></t<>		
3-00847 04/21/23 1 Service Contract 2023 4,500.00 3-01-25-252-058 Budget A 05/02/23 12025 Lexipol, LLC 2611 Internet Boulevard 3-01-25-240-029 Budget A 3-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 05/02/23 13012 MUNICIPAL RECORD SERVICE 106 W ATLANTIC AVENUE 3-01-43-490-023 Budget A 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 3-00865 04/26/23 1 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-01-25-240-042 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 3-01-25-240-029 Budget A 05/02/23 1 400.00 3-01-25-240-029 Budget A		
3-00821 04/17/23 1 4,170.36 3-01-25-240-029 Budget A 05/02/23 13012 MUNICIPAL RECORD SERVICE 106 w ATLANTIC AVENUE 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD MUN CT - PRINTING A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE Budget A 05/02/23 1	prv 2	24
O5/02/23 13012 MUNICIPAL RECORD SERVICE 106 w ATLANTIC AVENUE 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A MUN CT - PRINTING 3,742.52 MUN CT - PRINTING Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD Budget A 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE Budget A 3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget A	orv 2	24
05/02/23 13012 MUNICIPAL RECORD SERVICE 106 w ATLANTIC AVENUE 3-00851 04/24/23 1 3,742.52 3-01-43-490-023 Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD MUN CT - PRINTING 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE POLICE - EDUCATION & TRAINING A 05/02/23 1 400.00 3-01-25-240-029 Budget A		
3-00851 04/24/23 1 3,742.52 3-01-43-490-023 MUN CT - PRINTING Budget A 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-01-25-240-042 POLICE - EDUCATION & TRAINING Budget A 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 3-01-25-240-029 POLICE - CONTRACTUAL SERVICES Budget A		
3,742.52 05/02/23 13294 MONMOUTH COUNTY POLICE ACADEMY 2000 KOZLOSKI RD 3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget Al 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 100.00 3-01-25-240-029 Budget Al 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 140 TERRY DRIVE Al 3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget Al	orv 5	54
3-00865 04/26/23 1 100.00 3-01-25-240-042 Budget A POLICE - EDUCATION & TRAINING 100.00 140 TERRY DRIVE 3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget A POLICE-CONTRACTUAL SERVICES		
POLICE - EDUCATION & TRAINING 100.00 POLICE - EDUCATION & TRAINING 05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget A POLICE-CONTRACTUAL SERVICES POLICE-CONTRACTUAL SERVICES A A		
05/02/23 13661 MAGLOCLEN 140 TERRY DRIVE 3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget A POLICE-CONTRACTUAL SERVICES POLICE-CONTRACTUAL SERVICES A	orv 6	60
3-00867 04/26/23 1 400.00 3-01-25-240-029 Budget A POLICE-CONTRACTUAL SERVICES		
POLICE-CONTRACTUAL SERVICES	orv 6	62
400.00	/I V C	υL
	prv 2	29
POLICE-CONTRACTUAL SERVICES		
05/02/23 14306 GEN DIGITAL, INC. 60 E RIO SALADO PKWY		
3-00837 04/20/23 1 Monthly Subscription 76.33 3-01-20-100-028 Budget A GEN ADM - PROF/ CONSULTANT	prv 3	39
76.33		
05/02/23 15023 ONE OFF MARKETING 5113 PACIFIC AVE 3-00872 04/26/23 1 Enjoy NW Magnets 2,975.00 T-03-56-200-011 Budget A	orv 6	67
2,975.00 1-05-50-201 Budget A TOURIST DEVELOPMENT COMMISSION 2,975.00	nv c	07
05/02/23 16347 PARA PLUS INTERPRETER 2 Coleman Ave		

CITY OF NORTH WILDWOOD Check Payment Batch Verification Listing

Check No PO #		Date Vendor # Name Stem Description	Payment Amt	Street 1 of Address to be p Charge Account Description	inted on Chec Account Type		Seq	Acct
3-00845	04/21/23	1 Interpreter 3-21-23	144.00	3-01-43-490-028 MUN CT - OTHER PROF, CONSULT	Budget	Aprv	49	1
3-00714	05/02/2 04/12/23	3 16442 PREMIUM SIGN SUPPLIES 1 Bid Sheet 9	INC 1,457.97 1,457.97	4406 BETHLEHEM PIKE 3-01-26-290-096 PUB WKS - STREET SIGNS	Budget	Aprv	16	1
3-00868	05/02/2 04/26/23	3 18552 Rowan College of Sout 1 AUTO EXTRICATION TRNG CONOVER	h Jersey 175.00 175.00	Gloucester County Fire Acade 3-01-25-265-042 FIRE DEPT - EDUCATION	emy Budget	Aprv	63	1
3-00805	05/02/2 01/03/23	3 190009 SHORE COUNSELING, LLC 1 2nd Quarter 2023	750.00	15 South Main Street 3-01-20-100-028 GEN ADM - PROF/ CONSULTANT	Budget	Aprv	18	1
3-00860	05/02/2 02/21/23	3 19023 SHORE ANIMAL CONTROL 1 Animal Control - 2nd Qtr 2023	SERVICES 3,900.00 3,900.00	P.O. BOX 597 3-01-27-340-099 ANIMAL CONTROL COSTS	Budget	Aprv	57	1
3-00825	05/02/2 04/17/23		46,331.02	6850 VERSAR CENTER 3-01-25-240-029 POLICE-CONTRACTUAL SERVICES	Budget	Aprv	26	1
8-00871	05/02/2 04/26/23	23 19335 STATE TOXICOLOGY LABO 1	RATORY 295.00	DIVISION OF CRIMINAL JUSTICE 3-01-25-240-093 POLICE - MEDICAL EXPENSES	Budget	Aprv	66	1
8-00389	05/02/2 02/28/23	3 19983 RIVERSIDE SHELLS, INC 1 Crushed Clamshells	6,880.00	2838 HIGH STREET C-04-55-841-010 ORDINANCE 1841 - PROPERTY AG	Budget QUISITION	Aprv	3	1
-00813	05/02/2 04/14/23	3 20246 TREASURER, STATE OF N 1 NJPDES Permit Fee 2022-23	EW JERSEY 1,050.00 1,050.00	DIVISION OF REVENUE 3-01-26-290-044 PUB WKS - PROF ASSN DUES	Budget	Aprv	19	1
-00830	05/02/2 04/20/23	3 20268 TDS Networks 1 Set up Gallagher Phone	221.08	553 FOUNDRY RD 3-01-31-440-010 TELEPHONE COSTS	Budget	Aprv	31	1
3-00849	05/02/2 04/24/23	3 22035 VERIZON WIRELESS 1 City Cell Phones - April 2023	690.33	P.O. BOX 408 3-01-31-440-010 TELEPHONE COSTS	Budget	Aprv	52	1

Page No: 5

Check No. Check Date Vendor # Name		Street 1 of Address to be p				
PO # Enc Date Item Description	Payment Amt	Charge Account Description	Account Type	Status	Seq	Acct
	690.33					
05/02/23 22037 VERIZON		P.O. BOX 16801				
23-00850 04/24/23 1 Emergency 911 - April 2023	7.18	3-01-25-252-036 EM MGT- OFFICE SUPPLIES	Budget	Aprv	53	1
	7.18					
05/02/23 23001 THOMSON REUTERS		P.O. BOX 64833 (D6-12)				
23-00834 04/20/23 1 WEST ONLINE	235.21	3-01-20-120-033 MUN CLK - BOOKS AND PUB	Budget	Aprv	37	1
	235.21	How CER BOOKS AND TOD				
05/02/23 23026 CITY OF WILDWOOD - W/		3416 Park Boulevard				
23-00829 04/19/23 1 CITY WATER DUE 5/5/23	33,901.15	3-01-31-445-010 WATER COSTS	Budget	Aprv	30	1
	33,901.15					
05/02/23 24005 XEROX CORPORATION		P.O. Box 827598				
23-00853 04/24/23 1 City Copier Lease - April 2023	1,540.13	3-01-25-240-026 POLICE - MAINT OF OTHER EQU	Budget	Aprv	55	1
	1,540.13	FOLICE - MAINI OF OTHER EQU	ΤΓ			
05/02/23 30074 John T or Marianne J	Gallagher	1237 Huntingdon Rd				
23-00827 04/18/23 1 Refund of Tax Overpayment	1,651.92	3-01-55-100-002 REAL ESTATE TAX REFUNDS	Budget	Aprv	28	1
	1,651.92	REAL ESTATE TAX REFUNDS				
<u>Count</u> <u>Line Items</u>	Amount					
Checks: 48 70	1,307,765.64					
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	3,998.94	0.00	0.00	3,998.94
	3-01	1,293,911.70	0.00	0.00	1,293,911.70
	C-04	6,880.00	0.00	0.00	6,880.00
	т-03	2,975.00	0.00	0.00	2,975.00
Total O	f All Funds:	1,307,765.64	0.00	0.00	1,307,765.64
		G/L Post	ing Summary		
Account	Description		Debits	Credit	ts

	I		
3-01-101-01-100-011	CASH-CURRENT FUND	0.00	1,297,910.64
3-01-201-20-000-000	CURRENT YEAR APPROPRIATIONS	1,292,259.78	0.00
3-01-203-20-000-000	APPROPRIATION RESERVES	3,998.94	0.00
3-01-205-55-101-002	TAX OVERPAYMENTS	1,651.92	0.00
	Totals for Fund 3-01 :	1,297,910.64	1,297,910.64
3-03-101-01-000-028	CASH - TOURIST DEV COMMISSION	0.00	2,975.00
3-03-286-56-864-801	RESERVE FOR TOURIST DEVLPMT	2,975.00	0.00
	Totals for Fund 3-03 :	2,975.00	2,975.00
3-04-101-01-000-000	CASH-CAPITAL FUND	0.00	6,880.00
3-04-215-55-900-000	IMPROVEMENT AUTHORIZATIONS	6,880.00	0.00
	Totals for Fund 3-04 :	6,880.00	6,880.00
	Grand Total:	1,307,765.64	1,307,765.64

atch Id: RB2 Batch Type: C Batch Date: 05/02, enerate Direct Deposit: Y		count: CREST G/L Credit: Budg			
heck No. Check Date Vendor # Name PO # Enc Date Item Description	Payment Amt	Street 1 of Address to be printed on C Charge Account Account Ty Description	check vpe Status	Seq A	.cct
ir Dep 05/02/23 02111 James Bright III 3-00863 04/26/23 1	25.34	35 Goshen Landing Road 3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	18	1
rir Dep 05/02/23 03773 CAPE MAY CREATIVE LLC 3-00835 04/20/23 1 Webcam Hosting 2023	300.00	2700 PACIFIC AVE 3-01-20-100-028 Budget GEN ADM - PROF/ CONSULTANT	Aprv	4	1
ir Dep 05/02/23 04387 DAVE GREENLAND 3-00859 01/03/23 1 Vehicle Maint 1st, 2nd Qtrs	3,000.00	122 E Wildwood Ave 3-01-26-290-026 Budget PUB WKS-MAINT OF EQUIPT OVER 1 TON	Aprv	16	1
ir Dep 05/02/23 05058 EMERALD SOCIETY OF CM 3-00815 04/14/23 1 GOLF TOURNAMENT SPONSOR	C 50.00	po box 568 T-03-56-190-011 Budget RECREATION CENTER	Aprv	1	1
rir Dep 05/02/23 06281 SETH FUSCELLARO 3-00857 01/03/23 1 Public Defender - 2nd Qtr 2023	4,400.00	200 EAST ROSEMARY ROAD 3-01-43-495-027 Budget PUB DEF - PROF SERVICES	Aprv	14	1
ir Dep 05/02/23 07330 RONALD GELZUNAS 3-00856 01/03/23 1 Muni Prosecutor - 2nd Qtr 2023	10,226.75	7009 Park Ave 3-01-25-275-027 Budget MUNIC PROS - PROF SERVICES	Aprv	13	1
ir Dep 05/02/23 07854 Alexandra Gonzalez 3-00862 04/26/23 1	<u> 13.49</u> <u> 13.49</u>	2405 Delaware Ave 3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	17	1
ir Dep 05/02/23 11142 JOSEPH KOPETSKY 3-00822 04/17/23 1	41.05	3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	3	1
ir Dep 05/02/23 12300 Nic Long 3-00875 04/27/23 1 Reimbursement - Fire Plan Lunc	85.99	Finance Office 3-01-20-100-036 Budget GEN ADM - OFFICE SUPPLIES	Aprv	19	1
ir Dep 05/02/23 12724 LOWTHER SMALL ENGINE, 3-00852 04/24/23 1 Landscaping tools	INC. 1,499.00 1,499.00	1009 COOPERTOWN ROAD 3-01-26-310-058 Budget Buildings&Grounds Other Equip/Supplies	Aprv S	11	1

April	27,	2023
11:36	АМ	

Check No. Check Date Vendor # Name PO # Enc Date Item Description Payment Amt	Street 1 of Address to be printed on Check Charge Account Account Type Status Seq A Description	lcct
Dir Dep 05/02/23 14121 NORTH WILDWOOD BD OF EDUCATION	1201 ATLANTIC AVENUE	
23-00817 04/17/23 1 School Tax - April 2023 634,134.00	3-01-55-100-006 Budget Aprv 2	1
	LOCAL SCHOOL TAX	
634,134.00		
Dir Dep 05/02/23 17023 JOE QUATTRONE	1402 RTE 9 S Lot #93	
23-00858 01/03/23 1 Events Coord 2nd Qtr 2023 4,350.00	3-01-31-420-200 Budget Aprv 15	1
4,350.00	CEL OF PE - EVENTS	
-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Dir Dep 05/02/23 20032 CAPE MAY COUNTY TREASURER	4 MOORE ROAD	
23-00838 04/20/23 1 2nd Quarter 2023 Taxes 1,891,574.87	3-01-55-100-004 Budget Aprv 5 COUNTY TAX	1
23-00838 04/20/23 2 2nd Quarter 2023 Taxes 274,424.98	3-01-55-100-004 Budget Aprv 6	1
	COUNTY TAX	
23-00838 04/20/23 3 2nd Quarter 2023 Taxes 80,696.51	3-01-55-100-004 Budget Aprv 7	1
23-00838 04/20/23 4 2nd Quarter 2023 Taxes 5,620.31	COUNTY TAX 3-01-27-340-099 Budget Aprv 8	1
· · · · · · · · · · · · · · · · · · ·	ANIMAL CONTROL COSTS	_
2,252,316.67		
Dir Dep 05/02/23 23055 CITY OF WILDWOOD	ATTN: FINANCE OFFICE	
23-00854 04/24/23 1 UEZ Oversight Services 34,666.00	G-02-40-100-236 Budget Aprv 12	1
34,666.00	2023 UEZ ADMINISTRATIVE BUDGET	
54,000.00		
Dir Dep 05/02/23 23071 WILLIAMS SCOTSMAN, INC	PO BOX 91975	
23-00839 04/20/23 1 Trailer Rental - April 2023 4,096.00	3-01-26-315-025 Budget Aprv 9	1
23-00839 04/26/23 2 Trailer Rental - April 2023 553.30	FLEET MAINT - LEASE PAYMENTS 3-01-26-315-025 Budget Aprv 10	1
	FLEET MAINT - LEASE PAYMENTS	-
4,649.30		
<u>Count Line Items</u> <u>Amount</u>		
Direct Deposit: <u>Count Line Items</u> <u>Amount</u> Direct Deposit: 15 19 2,949,757.59		
There are NO errors or warnings in this listing.		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	3-01	2,915,041.59	0.00	0.00	2,915,041.59
	G-02	34,666.00	0.00	0.00	34,666.00
	т-03	50.00	0.00	0.00	50.00
Total	Of All Funds:	2,949,757.59	0.00	0.00	2,949,757.59
		G/L Post	ing Summary		
Account	Description		Debits	Credi	ts
3-01-101-01-100-011 3-01-201-20-000-000 3-01-207-55-000-000 3-01-208-55-000-000	CASH-CURRENT FUND CURRENT YEAR APPR SCHOOL TAX PAYABL COUNTY TAX PAYABL Totals fo	OPRIATIONS E	0.00 34,211.23 634,134.00 <u>2,246,696.36</u> 2,915,041.59		0.00 0.00 <u>0.00</u>
3-02-101-01-000-000 3-02-213-40-700-236	DUE FROM CURRENT 2023 UEZ - ADMINI Totals fo	STRATIVE BUDGET r Fund 3-02 :	0.00 <u>34,666.00</u> 34,666.00	34,66	<u>0.00</u>
3-03-101-01-000-024 3-03-286-56-862-801	CASH - RECREATION RESERVE FOR RECRE Totals fo	• · · · · · • • · · · •	0.00 <u>50.00</u> 50.00		0.00 <u>0.00</u> 0.00
		Grand Total:	2,949,757.59	2,949,75	7.59

atch Id: RB2 Batch Type: C Batch Date: 05/02, enerate Direct Deposit: Y		count: CREST G/L Credit: Budg			
heck No. Check Date Vendor # Name PO # Enc Date Item Description	Payment Amt	Street 1 of Address to be printed on C Charge Account Account Ty Description	check vpe Status	Seq A	.cct
ir Dep 05/02/23 02111 James Bright III 3-00863 04/26/23 1	25.34	35 Goshen Landing Road 3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	18	1
rir Dep 05/02/23 03773 CAPE MAY CREATIVE LLC 3-00835 04/20/23 1 Webcam Hosting 2023	300.00	2700 PACIFIC AVE 3-01-20-100-028 Budget GEN ADM - PROF/ CONSULTANT	Aprv	4	1
ir Dep 05/02/23 04387 DAVE GREENLAND 3-00859 01/03/23 1 Vehicle Maint 1st, 2nd Qtrs	3,000.00	122 E Wildwood Ave 3-01-26-290-026 Budget PUB WKS-MAINT OF EQUIPT OVER 1 TON	Aprv	16	1
ir Dep 05/02/23 05058 EMERALD SOCIETY OF CM 3-00815 04/14/23 1 GOLF TOURNAMENT SPONSOR	C 50.00	po box 568 T-03-56-190-011 Budget RECREATION CENTER	Aprv	1	1
rir Dep 05/02/23 06281 SETH FUSCELLARO 3-00857 01/03/23 1 Public Defender - 2nd Qtr 2023	4,400.00	200 EAST ROSEMARY ROAD 3-01-43-495-027 Budget PUB DEF - PROF SERVICES	Aprv	14	1
ir Dep 05/02/23 07330 RONALD GELZUNAS 3-00856 01/03/23 1 Muni Prosecutor - 2nd Qtr 2023	10,226.75	7009 Park Ave 3-01-25-275-027 Budget MUNIC PROS - PROF SERVICES	Aprv	13	1
ir Dep 05/02/23 07854 Alexandra Gonzalez 3-00862 04/26/23 1	<u> 13.49</u> <u> 13.49</u>	2405 Delaware Ave 3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	17	1
ir Dep 05/02/23 11142 JOSEPH KOPETSKY 3-00822 04/17/23 1	41.05	3-01-25-240-058 Budget POLICE-OTHER EQUIP & SUPPLIES	Aprv	3	1
ir Dep 05/02/23 12300 Nic Long 3-00875 04/27/23 1 Reimbursement - Fire Plan Lunc	85.99	Finance Office 3-01-20-100-036 Budget GEN ADM - OFFICE SUPPLIES	Aprv	19	1
ir Dep 05/02/23 12724 LOWTHER SMALL ENGINE, 3-00852 04/24/23 1 Landscaping tools	INC. 1,499.00 1,499.00	1009 COOPERTOWN ROAD 3-01-26-310-058 Budget Buildings&Grounds Other Equip/Supplies	Aprv 5	11	1

April	27,	2023
11:36	АМ	

Check No. Check Date Vendor # Name PO # Enc Date Item Description Payment Amt	Street 1 of Address to be printed on Check Charge Account Account Type Status Seq A Description	lcct
Dir Dep 05/02/23 14121 NORTH WILDWOOD BD OF EDUCATION	1201 ATLANTIC AVENUE	
23-00817 04/17/23 1 School Tax - April 2023 634,134.00	3-01-55-100-006 Budget Aprv 2	1
	LOCAL SCHOOL TAX	
634,134.00		
Dir Dep 05/02/23 17023 JOE QUATTRONE	1402 RTE 9 S Lot #93	
23-00858 01/03/23 1 Events Coord 2nd Qtr 2023 4,350.00	3-01-31-420-200 Budget Aprv 15	1
4,350.00	CEL OF PE - EVENTS	
-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Dir Dep 05/02/23 20032 CAPE MAY COUNTY TREASURER	4 MOORE ROAD	
23-00838 04/20/23 1 2nd Quarter 2023 Taxes 1,891,574.87	3-01-55-100-004 Budget Aprv 5 COUNTY TAX	1
23-00838 04/20/23 2 2nd Quarter 2023 Taxes 274,424.98	3-01-55-100-004 Budget Aprv 6	1
	COUNTY TAX	
23-00838 04/20/23 3 2nd Quarter 2023 Taxes 80,696.51	3-01-55-100-004 Budget Aprv 7	1
23-00838 04/20/23 4 2nd Quarter 2023 Taxes 5,620.31	COUNTY TAX 3-01-27-340-099 Budget Aprv 8	1
· · · · · · · · · · · · · · · · · · ·	ANIMAL CONTROL COSTS	_
2,252,316.67		
Dir Dep 05/02/23 23055 CITY OF WILDWOOD	ATTN: FINANCE OFFICE	
23-00854 04/24/23 1 UEZ Oversight Services 34,666.00	G-02-40-100-236 Budget Aprv 12	1
34,666.00	2023 UEZ ADMINISTRATIVE BUDGET	
54,000.00		
Dir Dep 05/02/23 23071 WILLIAMS SCOTSMAN, INC	PO BOX 91975	
23-00839 04/20/23 1 Trailer Rental - April 2023 4,096.00	3-01-26-315-025 Budget Aprv 9	1
23-00839 04/26/23 2 Trailer Rental - April 2023 553.30	FLEET MAINT - LEASE PAYMENTS 3-01-26-315-025 Budget Aprv 10	1
	FLEET MAINT - LEASE PAYMENTS	-
4,649.30		
<u>Count Line Items</u> <u>Amount</u>		
Direct Deposit: <u>Count Line Items</u> <u>Amount</u> Direct Deposit: 15 19 2,949,757.59		
There are NO errors or warnings in this listing.		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	3-01	2,915,041.59	0.00	0.00	2,915,041.59
	G-02	34,666.00	0.00	0.00	34,666.00
	т-03	50.00	0.00	0.00	50.00
Total	Of All Funds:	2,949,757.59	0.00	0.00	2,949,757.59
		G/L Post	ing Summary		
Account	Description		Debits	Credi	ts
3-01-101-01-100-011 3-01-201-20-000-000 3-01-207-55-000-000 3-01-208-55-000-000	CASH-CURRENT FUND CURRENT YEAR APPR SCHOOL TAX PAYABL COUNTY TAX PAYABL Totals fo	OPRIATIONS E	0.00 34,211.23 634,134.00 <u>2,246,696.36</u> 2,915,041.59		0.00 0.00 <u>0.00</u>
3-02-101-01-000-000 3-02-213-40-700-236	DUE FROM CURRENT 2023 UEZ - ADMINI Totals fo	STRATIVE BUDGET r Fund 3-02 :	0.00 <u>34,666.00</u> 34,666.00	34,66	0.00
3-03-101-01-000-024 3-03-286-56-862-801	CASH - RECREATION RESERVE FOR RECRE Totals fo	• · · · · · • • · · · •	0.00 <u>50.00</u> 50.00		0.00 <u>0.00</u> 0.00
		Grand Total:	2,949,757.59	2,949,75	7.59