

CITY OF NORTH WILDWOOD

NOTICE OF PROPOSED AGENDA OF COUNCIL MEETING

MARCH 5, 2024

REGULAR MEETING AT 10:00 AM

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

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

MINUTES: APPROVAL OF MINUTES OF REGULAR MEETING OF FEBRUARY 20, 2024

COMMUNICATIONS:

Receive & File:

- SOUTH JERSEY GAS COMPANY, RE: Notice of Public Hearing, March 7
- NEW JERSEY DEP, RE: CAFRA Application, Carmen D’Amato, 411-413 W. 18th Avenue
- NEW JERSEY DEP, RE: Pollutant Discharge System FY2024 Annual Fee Report and Assessment
- NEW JERSEY DEP, RE: NJ Urban & Community Forestry 2023 Annual Accomplishment Report
- NEW JERSEY DEP, RE: CAFRA Permit, North Wildwood Boardwalk Reconstruction
- NEW JERSEY DCA, RE: Boardwalk Preservation Fund Grant, \$10.2 million

Approve & File:

- SPECIAL EVENT, RE: St. Patrick’s Day Celebration & Parade, March 16
- SPECIAL EVENT, RE: Step Back Foundation Easter Egg Hunt, March 30
- SPECIAL EVENT, RE: Easter Sunrise Service, March 31

ORDINANCES:

Ord. 1929 (1st Reading) – Exceed Municipal Budget Appropriation & Establish Cap Bank

RESOLUTIONS:

- 113-24 Rescheduling March 19, 2024 Meeting Time to 5:00 PM
- 114-24 Approving Certified Lists for 2023 Length of Service Program Credits
- 115-24 Authorizing Shared Services w/ CMC for Special Events Law Enforcement Services
- 116-24 Amending Resolution No. 155-23 regarding Renewal of ABC Licenses
- 117-24 Awarding Contract for Provision and Servicing of Portable Toilets
- 118-24 Opposing NJDEP Proposed Shore Protection Rule
- 119-24 Authorizing Contract with Czar Engineering, LLC for City Hall Repairs
- 120-24 Authorizing Advertisement for RFPs for Lead-Based Paint Inspections
- 121-24 Authorizing Return of Balance of Escrow Deposit (Galway Condominiums)
- 122-24 Authorizing Return of Balance of Escrow Deposit (Newcomb)
- 123-24 Authorizing Return of Balance of Escrow Deposit (Argus)
- 124-24 Awarding Professional Services Contract for Special Legal Counsel
- 125-24 Introduction of 2024 Municipal Budget

VOUCHER LIST/FINANCE: Authorizing payment of all approved vouchers

COUNCIL:

PUBLIC:

ADJOURNMENT:

Next Regular Meeting: Tuesday, March 19, 2024 @ 5:00 p.m.

**REGULAR MEETING
FEBRUARY 20, 2024
10:00 AM**

A regular meeting of the North Wildwood City Council was held in the morning of the above date in the City Hall. The President of Council stated, *"The meeting is now open. Adequate notice of this meeting has been provided by posting a copy of the notice of the time and place of this meeting on the City Clerk's bulletin board and by mailing and emailing a copy of the same to The Cape May County Herald and The Cape May Star & Wave on January 3, 2024."*

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

MINUTES: On a motion by Bishop, seconded by Tolomeo, that the minutes of the regular meeting of February 6, 2024 be approved. Carried.

COMMUNICATIONS:

CITY CLERK/HISTORIAN

RE: 2023 City Historian Report

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

NEW JERSEY DEP

RE: CAFRA Application, Tracy Hickey, 437 W.
19th Avenue

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

NEW JERSEY DEP

RE: CAFRA Application Seaport Pier Proposed
Facilities & Amenities

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

NEW JERSEY DEP

RE: Morey's Pier Swimming Pool Discharge Permit

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

NEW JERSEY DEP

RE: 30-Day Review Period Extension, North
Wildwood Boardwalk Improvements

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

NEW JERSEY UEZ AUTHORITY

RE: FY 2024 Administrative Budget Funds
Awarded, \$36,653

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

ST DEMETRIOS GREEK ORTHODOX CHURCH

RE: Requesting that March 19, 2024 Council
Meeting Time be Changed to 5:00 PM

**REGULAR MEETING
FEBRUARY 20, 2024**

On a motion by Tolomeo, seconded by Kane, that the above correspondence be received and filed. Carried. City Clerk Jett stated that the Greek Church typically requests that the 2nd Council Meeting in March be held at 5:00 PM instead of 10:00 AM to accommodate the children that want to come and present to Council a portion of their Greek Independence Day celebration. City Clerk Jett stated that if there are no objections, the appropriate resolution for changing the meeting time to 5:00 PM will be prepared and placed on the March 5 agenda.

BOROUGH OF WEST WILDWOOD

RE: Notice of Public Hearing, Land Development
Ordinance Amendment, April 5, 2024 @ 7:00
PM

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

CAPE MAY COUNTY MUA

RE: January 2024 Regional Pump Station Flow
Report

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

APPOINTMENTS:

Fire Department:

Paul Fallon	Firefighter/EMT	Start Work Date 2/22/24
Emma Finnegan	Firefighter/EMT	Start Work Date 2/20/24

On a motion by Kane, seconded by Tolomeo, the above seasonal appointments be confirmed. Carried.

Bureau of Fire Prevention:

RESOLUTION:

97-24

RE: Confirming Mayor's Appointment Of Fire
Inspector

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

REPORTS:

CITY CLERK REPORT FOR THE YEAR 2023:

Total monies collected for the Year:	\$	1,509,398.40
Total monies turned over to the City Treasurer:	\$	1,094,968.90

CITY CLERK REPORT FOR JANUARY 2024:

Total monies collected for the Month:	\$	65,514.50
Total monies turned over to the City Treasurer:	\$	56,607.50

REGISTRAR OF VITAL STATISTICS REPORT FOR JANUARY 2024:

Total monies turned over to the City Treasurer:	\$	328.00				
Totals in NW for Month:	Deaths	-1-	Marriages	-0-	Births	-0-

FIRE DEPARTMENT REPORT FOR DECEMBER 2023:

Total monies turned over to the City Treasurer:	\$	55,649.79
Total Incidents and Inspections for the Month:		233

**REGULAR MEETING
FEBRUARY 20, 2024**

FIRE DEPARMENT REPORT FOR THE YEAR 2023:

Total monies turned over to the City Treasurer.....\$ 344,608.33
Total Incidents and Inspections for the Year..... 3,883

POLICE DEPARTMENT REPORT FOR JANUARY 2024:

Total monies turned over to the City Clerk’s Office.....\$ 725.75
Total Incidents Handled by the Department for the Month..... 2,832

BUREAU OF FIRE PREVENTION REPORT FOR YEAR 2023:

Inspections Completed.....5,303
Total monies turned over to the City Treasurer..... \$246,100.00

CONSTRUCTION DEPARTMENT REPORT FOR YEAR 2023:

Dumpster/Storage Permits Issued.....94
Dumpster/Storage Permit Revenue.....\$15,400.00
Construction Permits Issued.....1,612
Occupancy/Approval Certificates Issued.....602
Construction Office Revenue.....\$492,906.00

PLANNING/ZONING DEPARTMENT REPORT FOR YEAR 2023:

Zoning Permits Approved.....468
Zoning Permit Revenue.....\$61,496

RECREATION DEPARTMENT REPORT FOR YEAR 2023:

Total monies turned over to the City Treasurer..... \$212,462.50
Total # persons using Recreation Center.....57,341

CMC ANIMAL SHELTER REPORT FOR OCTOBER 2023:

Total NW Adoptions for Month.....2
Total Reclaims for Month.....0
Total Intakes for Month.....0

SHORE ANIMAL CONTROL REPORT FOR JANUARY 2024:

Total NW Calls for Month.....21

On a motion by Kane, seconded by Bishop, that the above reports be received and filed as presented. Carried.

ORDINANCES:

ORDINANCE NO. 1928 - On a motion by Tolomeo, seconded by Bishop, that Ordinance No. 1928 be placed on its first reading. Carried.

The City Clerk read Ordinance No. 1928 by its title, known as “*An Ordinance Amending And Supplementing Chapter 232, Fees, Of The Code Of The City Of North Wildwood*”.

On a motion by Tolomeo, seconded by Kane, that Ordinance No. 1928 be passed on its first reading and published according to Law, the City Clerk called the roll, all voting in the affirmative, the President of Council declared Ordinance No. 1928 passed on its first reading. A public hearing and consideration of final adoption of this ordinance will be held on Tuesday, March 19, 2024 at 5:00 PM.

PUBLIC HEARING:

The President of Council stated this is the time and place to hold a public hearing on the adoption of the 2024 Budget for the Wildwoods Boardwalk Special Improvement District and asked if anyone present had any objections to the approval of the SID Budget. The President of Council then asked the City Clerk if he had received any objections in writing, the City Clerk stated none. On a motion by Kane, seconded by Del Conte, that the public hearing be closed. Carried. The President of Council declared the hearing closed.

**REGULAR MEETING
FEBRUARY 20, 2024**

COMMUNITY ENERGY PLAN:

City Clerk Jett stated that Triad Associates made a presentation a few months ago regarding the City's Community Energy Plan. The Plan has been prepared and forwarded TO Council for review and approval. If approved by resolution of Council later in this meeting, Triad will then submit the same to the State Board of Public Utilities. Administrator Long stated that submission of this Plan will enhance the City's opportunities to obtain grants for certain projects. On a motion by Tolomeo, seconded by Bishop, that the Community Energy Plan, after approval by Council, be forwarded to Triad Associates for submission to the State Board of Public Utilities. Carried.

RESOLUTIONS:

98-24

RE: Adoption Of Budget Of The Wildwoods
Boardwalk Special Improvement District

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

99-24

RE: Authorizing The Sale Of Surplus Property No
Longer Needed For Public Use On An Online
Auction Website

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

100-24

RE: Awarding Contract For Beach Umbrella Stand
Concession

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

101-24

RE: Awarding Lease Of A Municipally Owned
Building At 2405 Boardwalk

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

102-24

RE: Authorizing The Use Of Funds Designated For
The City Of North Wildwood From Fiscal Year
2024 Wildwoods Urban Enterprise Zone Fund
For The North Wildwood Boardwalk
Reconstruction Project

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

103-24

RE: Authorizing The Chief Financial Officer To
Establish A Fund Which Shall Be Considered A
"Dedication By Rider" To The Budget Of The
City Of North Wildwood For An Affordable
Housing Trust Fund

**REGULAR MEETING
FEBRUARY 20, 2024**

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

104-24

RE: 2024 Emergency Temporary Appropriation

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

105-24

RE: Awarding Contract To Capri Construction Company, Inc. For Police Department Renovations

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

106-24

RE: Approving And Adopting The City Of North Wildwood's Community Energy Plan (CEP)

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

107-24

RE: RESOLUTION NO. 107-24 WAS PULLED FROM THE AGENDA

108-24

RE: Authorizing The Submission Of An Application To The Cape May County Open Space Advisory Board – Special Funding Round Creative Placemaking Implementation To Support A Gateway Enhancement Project

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

109-24

RE: Awarding Professional Services Contract To The Stockton University Coastal Research Center For Beach Monitoring Services

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

110-24

RE: Awarding A Professional Services Contract For Specialized Legal Services With Robert Beckelman, Esquire Of Wilentz, Goldman & Spitzer, P.A.

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

111-24

RE: Authorizing Return Of Balance Of Escrow Deposit (Argus Property Group)

**REGULAR MEETING
FEBRUARY 20, 2024**

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

112-24

RE: Issuance Of Amusement Game Licenses (Torres)

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

FINANCE/VOUCHER LIST:

On a motion by Bishop, seconded by Tolomeo, authorizing payment of all approved vouchers. Carried, with Kane abstaining on payments to Carolyn Collier. Pursuant to Resolution #10-24, all bills listed below be paid and warrants drawn by the proper officers for the stated amounts.

Check #	Vendor Name	Net Amount
55723	NJ STATE HEALTH BENEFITS PRGRM	260,150.09
55724	ATLANTIC CTY MUNICIPAL JIF	204,022.00
55725	Revascent	1,416.22
55726	ADVANCED ENVIRO SYSTEMS	3,726.00
55727	AMERIFLEX	517.75
55728	CMC MUN CRT JUDGES' ASSOC	75.00
55729	CMC ASSN OF CHIEFS OF POLICE	1,500.00
55730	COMCAST	1,784.93
55731	ATLANTIC CITY ELECTRIC	35,095.04
55732	DALEY'S PIT	50.00
55733	DOCUTREND INC	1,508.65
55734	DEVO & ASSOCIATES	50.76
55735	ENTERPRISE FM TRUST	22,155.99
55736	GTBM INC	1,920.00
55737	CAPE MAY COUNTY HERALD	56.74
55738	PowerDMS, INC	650.00
55739	LANGUAGE SERVICES ASSOCIATES	113.10
55740	MGL PRINTING SOLUTIONS	1,002.00
55741	MARSH & MCLENNAN INC	8,500.00
55742	VINCENT J. MORRISON, ESQUIRE	370.00
55743	PORTER LEE CORPORTION	1,475.00
55744	Northeast Sweepers & Rentals	2,994.82
55745	NJMVC CAIR	150.00
55746	OPTIMIST CLUB OF THE WILDWOODS	100.00
55747	PREMIER CUSTOM HOMES, LLC	2,830.18
55748	gWorks	5,433.00
55749	REEL FIRE PROTECTION, INC.	48.00
55750	SOUTH JERSEY GAS CO	13,852.00
55751	SHERWOOD LOCK SHOP	843.91
55752	SONITROL SECURITY OF DE VALLEY	1,366.29
55753	Stefankiewicz & Belasco LLC	658.00
55754	CAPE MAY COUNTY TREASURER	18,360.00
55755	TRINITY CODE INSPECTIONS LLC	12,412.00
55756	Twin Rocks Water	319.60
55757	VILLAS NAPA AUTO PARTS	3,127.08
55758	CITY OF WILDWOOD - WATER	1,441.50
55759	WIRELESS ELECTRONICS, INC	4,554.00
55760	Joseph Pace	1,902.00
55761	M.W. of Wildwood, LLC	1,930.00
55762	Shawn and Kelly Ellis	124.10

55763	Sundaralingam Rengaswamy	2,788.10
55764	William and Judith Francisco	757.90
55765	West Walnut Avenue, LLC	3,209.50
55766	Walnut New Jersey, LLC	800.00
55770	BANK OF AMERICA	129.07
55770	BANK OF AMERICA	90.72
55770	BANK OF AMERICA	1,269.36
55770	BANK OF AMERICA	102.00
55770	BANK OF AMERICA	433.97
55770	BANK OF AMERICA	66.26
55770	BANK OF AMERICA	935.00
55770	BANK OF AMERICA	13.00
55770	BANK OF AMERICA	111.00
55770	BANK OF AMERICA	403.57
55770	BANK OF AMERICA	200.00
55770	BANK OF AMERICA	3,170.00
55770	BANK OF AMERICA	1,697.23
55770	BANK OF AMERICA	261.83
55770	BANK OF AMERICA	295.00
55770	BANK OF AMERICA	140.25
55770	BANK OF AMERICA	180.00
55770	BANK OF AMERICA	375.00
55770	BANK OF AMERICA	122.48
55770	BANK OF AMERICA	60.00
55770	BANK OF AMERICA	425.00
55770	BANK OF AMERICA	181.96
55770	BANK OF AMERICA	14.00
55770	BANK OF AMERICA	203.47
55770	BANK OF AMERICA	3,025.00
55770	BANK OF AMERICA	336.69
55770	BANK OF AMERICA	184.86
55770	BANK OF AMERICA	61.88
55770	BANK OF AMERICA	19.59
55770	BANK OF AMERICA	54.88
55770	BANK OF AMERICA	-64.62
55770	BANK OF AMERICA	278.31
55770	BANK OF AMERICA	134.97
55770	BANK OF AMERICA	31.98
55770	BANK OF AMERICA	64.00
55771	MICHAEL J BROWN SR	471.50
55772	Bocchi Law LLC	27,760.00
55773	CAROLYN COLLIER	200.00
55774	Cape May Car Wash LLC	99.00
55775	CULLEN AND DYKMAN LLP	5,618.00
55776	CHARLES KLINK	174.00
55777	William Conallen	39.00
55778	DAVE GREENLAND	76.50
55779	ROBERT DAVIS	548.00
55780	ZACHARY DEVOE	657.00
55781	DeBlasio & Associates, PC	3,750.00
55782	JAMES FLYNN	13.99
55783	CARMELLA FULLERTON	461.50
55784	TOM FULLERTON	182.00
55785	FRANCIS G NOLAN	524.00
55786	DOUGLAS B FORD	471.50
55787	GEORGE J KAROLYI	524.00
55788	Herbert Porter	524.00
55789	James A Munda	939.00
55790	JAMES J AMENHAUSER	176.50
55791	W SCOTT JETT	723.50

55792	James J Sawyer	135.00
55793	JOSEPH KOPETSKY	21.13
55794	ROBERT E KEEFE	182.00
55795	Michael Kerr	253.50
55796	Richard Kropinski	100.00
55797	Bernstein Design Group	1,710.00
55798	LESLIE CLINE	548.00
55799	MICHAEL J BROWN III	232.50
55800	Lisa Munda	461.50
55801	BRIAN MCDOWELL	39.00
55802	ERIC NEVIL	42.40
55803	NEHMAD DAVIS & GOLDSTIEN PC	4,054.50
55804	ONE CALL CONCEPTS, INC	191.24
55805	PINELAND CONSTRUCTION, LLC	71,944.17
55806	PERNA FINNEGAN, INC	59,673.50
55807	RICHARD DAVIS	515.50
55808	ROY BURNHAM	315.50
55809	RYAN LEWANDOWSKI	698.00
55810	RODMAN MEYER	439.00
55811	ROBERT A MATTEUCCI	524.00
55812	SHORE QUALITY CLEANING	345.00
55813	SEA BOX INC	1,125.00
55814	STARR GENERAL CONTRACTORS	1,644.50
55815	Fury J. Tassoni	373.50
55816	VAN NOTE-HARVEY ASSOCIATES	184,442.05
55817	WILENTZ ATTORNEYS AT LAW	1,200.00
55818	Kenneth Gallagher	11.00
55819	DAVID CAMARADA	39.00

PUBLIC: None.

ADJOURNMENT:

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

APPROVED:

Kellyann Tolomeo, President *pro tempore* of Council

ATTEST:

W. Scott Jett, City Clerk

This is a generalization of the meeting of February 20, 2024 and not a verbatim transcript.



One South Jersey Plaza
Folsom, NJ 08037

T: (609) 694-9349

ddirocco@sjindustries.com

Dominick DiRocco, Esq.
VP, Rates & Regulatory Affairs

February 15, 2024

VIA REGULAR MAIL

TO: All Municipal Clerks and Board of County Commissioner Clerks in the South Jersey Gas Company Service Area and County Executive of Atlantic County

**RE: In the Matter of the Petition of South Jersey Gas Company for Approval of New Energy Efficiency Programs and Associated Cost Recovery Pursuant to the Clean Energy Act
BPU Docket Nos. QO19010040 and GO20090618**

Pursuant to law, South Jersey Gas Company ("South Jersey" or the "Company") is providing you with Notice of Filing for the above referenced matter with the New Jersey Board of Public Utilities. You may download the filing from the Company's website at <https://southjerseygas.com/about-us/regulatory-information.aspx> under the Regulatory Filings section.

A public hearing related to the above-referenced matters has been scheduled for March 7, 2024 and South Jersey hereby serves upon you the related notice of that hearing. The Notice of Public Hearings can be accessed from the Company's website at the same location noted above under the Public Hearings section.

If you would like to receive an electronic copy of our Public Notices in PDF format, kindly provide us with your e-mail address to cjacobs@sjindustries.com.

Respectfully yours,

A handwritten signature in black ink that reads "Dominick DiRocco".

Dominick DiRocco

DD/caj



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
401-02B

SHAWN M. LATOURETTE
Commissioner

TAHESHA L. WAY
Lt. Governor

Division of Water Quality
Bureau of Ground Water, Residuals and Permit Administration
Permit Administration Section
P.O. Box 420, Trenton, NJ 08625-0420
Phone: (609) 984-4428
Fax: (609) 777-0432

February 20, 2024

Dear NJPDES Permittee:

The New Jersey Department of Environmental Protection (Department) is hereby providing notice that the FY2024 Annual Fee Report and Assessment of Fees (Annual Fee Report) for the New Jersey Pollutant Discharge Elimination System (NJPDES) permit program is now available on the Department's web site at the below URL:

https://dep.nj.gov/dwq/permitting_information/permit_and_application_fees

The FY2024 Annual Fee Report has been prepared based upon the NJPDES Fee Regulations at N.J.A.C. 7:14A-3.1.

For those permittees whose fee is calculated based on rate and environmental impact values, fee detail sheets providing the proposed rate and factors contributing to their environmental impact and proposed fee have also been made available on the Department's aforementioned website. The Department strongly encourages that all NJPDES permit holders review and understand the fee assessments contained in the Annual Fee Report and provide any comments for consideration. **No payment is due at this time. Invoices will be sent upon final adoption of the FY2024 Annual Fee Report.**

A **public hearing** on the FY2024 Annual Fee Report for the period of July 1, 2023 through June 30, 2024, will be held virtually on Thursday, March 21, 2024 at 10:00 AM. A link to the virtual public hearing will be provided on the Department's aforementioned website the morning of the hearing.

The **public comment** period on the FY2024 Annual Fee Report will remain open until March 21, 2024. Please submit formal comments to the attention of the NJPDES Fee Management Unit via email at dwq_pas@dep.nj.gov or via mail at:

Mail Code 401 – 02B
NJDEP – Division of Water Quality
Bureau of Ground Water, Residuals, and Permit Administration
Permit Administration Section
PO Box 420
401 East State Street
Trenton, New Jersey 08625-0420

If you have any questions regarding the Annual Fee Report or the information included on the fee detail sheet, please contact the NJPDES Fee Management Unit of the Permit Administration Section at (609) 984-4428 or via email at dwq_pas@dep.nj.gov.

Sincerely,

Jason Lonardo, Administrative Analyst 4
Bureau of Ground Water, Residuals, and Permit Administration
Permit Administration Section

W. Scott Jett

From: Vannatta, Rachael [DEP] <Rachael.Vannatta@dep.nj.gov>
Sent: Thursday, February 15, 2024 1:47 PM
To: Kyle Rutherford
Cc: Nicholas Long; W. Scott Jett; Ken Gallagher
Subject: EXTERNALRE: North Wildwood City 2023 Annual Accomplishment Report

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.

Hi Kyle,

The North Wildwood 2023 AAR has been received – thank you! Our website should be updated with this information in the coming weeks.

~Rachael



Rachael (Vannatta) Dvoracek

Program Specialist Trainee | NJ Forest Service
NJ Urban & Community Forestry
Mail Code 501-04
PO BOX 420
Trenton, NJ 08625
Rachael.vannatta@dep.nj.gov

Phone: 609-931-5252

NOTE: My primary phone number has changed. Please direct all calls to the number above.

From: Kyle Rutherford <krutherford@northwildwood.com>
Sent: Thursday, February 15, 2024 8:58 AM
To: Vannatta, Rachael [DEP] <Rachael.Vannatta@dep.nj.gov>
Cc: Nicholas Long <nlong@northwildwood.com>; W. Scott Jett <sjett@northwildwood.com>; Ken Gallagher <KGallagher@northwildwood.com>
Subject: [EXTERNAL] North Wildwood City 2023 Annual Accomplishment Report

Good morning Ms. Vannatta:

On behalf of the City of North Wildwood, please see the attached NJ Urban & Community Forestry 2023 Annual Accomplishment Report.

If you have any questions or would like me to provide additional information, please do not hesitate to reach out.

Thank you,
Kyle

Kyle Rutherford
Confidential Aide to the Mayor
(p) (609) 522-2030 EXT: 1210
(c) (609) 827-0029
(e) krutherford@northwildwood.com





New Jersey Urban & Community Forestry 2023 Annual Accomplishment Report



Instructions: Complete all fields of this form to the best of your ability and submit to New Jersey & Community Forestry (NJUCF) via email to **Rachael.Vannatta@dep.nj.gov**. Note: lines & boxes indicate fillable fields.

Prior to submitting, please ensure that all sections are complete, and the last page of the AAR is signed (electronic signatures are accepted and encouraged). It is strongly recommended to use Adobe to fill out and sign the document.

This annual report is separate from the Arbor Day Foundation Tree City USA Application. If you wish to apply to Tree City USA in addition to NJUCF Accreditation, please visit their website: arborday.org/treecity. Please note that questions #6, #8, and #10 relate directly to the current Tree City USA Standards.

Part I: Community Information

1. Reporting on Year: 2023 2. Date of Report Submission: 2/15/2024

3. Community Name: Cape May | North Wildwood City | 0507

If applicable, in future years, would your community prefer to complete one application for both NJ Urban & Community Forestry and Tree City USA Recognition? Yes

4. City Forestry Contact: (This person is the primary contact for NJUCF outreach & other correspondence)

Title: Confidential Assistant to the Mayor Organization: North Wildwood City Administration

First Name, Last Name: Kyle Rutherford

Phone Number: (609) 522-6464 Email: krutherford@northwildwood.com

Address: 901 Atlantic Ave.

City, State, Zip: North Wildwood, NJ 08260

5. Municipal/County Department Responsible for tree management:

Title: Buildings and Grounds Superintendent Organization: North Wildwood Buildings & Grounds

First Name, Last Name: Ken Gallagher

Phone Number: (609) 522-2030 ext. 3015 Email: kgallagher@northwildwood.com

Address: 511 Oak Ave.

City, State, Zip: North Wildwood, NJ 08260



New Jersey Urban & Community Forestry 2023 Annual Accomplishment Report



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Prior to submitting, please ensure that all sections are complete, and the last page of the AAR is signed (electronic signatures are accepted and encouraged). It is strongly recommended to use Adobe to fill out and sign the document.

This annual report is separate from the Arbor Day Foundation Tree City USA Application. If you wish to apply to Tree City USA in addition to NJUCF Accreditation, please visit their website: arborday.org/treecity. Please note that questions #6, #8, and #10 relate directly to the current Tree City USA Standards.

Part I: Community Information, cont.

6. Name of Tree Advocacy Board/Commission/Committee: (fulfills Standard 1 for Tree City USA, having a board is *not* required for NJUCF Accreditation)

Board Name: Community Forestry Working Group

First Name, Last Name of Chair: Ronald C. Simone

Phone Number: (609) 846-4107

Email: ronald.c.simone@co.cape-may.nj.us

Address: 901 Atlantic Ave.

City, State, Zip: North Wildwood, NJ 08260

7. Other Tree Board Members:

Name: Patrick Rosenello	Email: prosenello@northwildwood.com	Term Exp. Yr. 2025
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Name: Sal Zampirri	Email: szampirri@northwildwood.com	Term Exp. Yr. 2025
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Name: Ken Gallagher	Email: kgallagher@northwildwood.com	Term Exp. Yr. 2025
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Name: Doug Nordberg	Email: dnordberg@northwildwood.com	Term Exp. Yr. 2025
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Name: Richard Carroll	Email: rcarroll2103@gmail.com	Term Exp. Yr. 2025
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8. Community Tree Ordinance: (fulfills Standard 2 for Tree City USA, this is *not* required for NJUCF Accreditation)

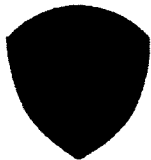
☒ Yes, my community has a tree ordinance

☐ No, my community does not have a tree ordinance

9. Does your community have a tree care professional on staff (employed or retained)? E.g., Licensed Tree Expert, Certified Arborist, Forester, etc.

Yes, retained

Other Peter Lomax LTE#657



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Part II: Community Tree Budget

10. Community Population: (community must have annual budget of at least \$2 per capita to fulfill Standard 3 for Tree City USA, this is *not* required for NJUCF accreditation) 3,583

11. Budget Breakdown: (Note: If your community has an urban forestry budget already drafted you may attach it to your AAR submission in lieu of completing the fields below)

Tree Planting & Initial Care	\$ 2500	Tree Maintenance	\$ 9000
Tree Removal	\$ 2000	Management	\$ 26000
Utility Line Clearance	\$ 5000	Volunteer Time*	\$ 600
Other (please explain): Comprehensive Street Tree Inventory			\$ 40000
			\$
			\$
			\$
Total Community Forestry Expenditures	\$ 85100		

*rates can be found at <https://independentsector.org/>

12. Additional Information for Reporting Year

Trees Planted: 4 Trees Pruned: 56 Trees Removed: 20

13. Comments on Budget

Will be conducting a comprehensive tree inventory this year, in consultation with the Lomax Consulting Group. The City applied for the Stewardship Grant in August.



New Jersey Urban & Community Forestry 2023 Annual Accomplishment Report



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Part III: Community Engagement

14. Arbor Day Observance: (fulfills Standard 4 for Tree City USA, this is *not* required for NJUCF accreditation)

My community celebrated Arbor Day: ☒ Yes ☐ No

Date of Celebration MM/DD/YYYY: 05/10/2023

Brief Description:

North Wildwood Mayor and City Council, in conjunction with the Lomax Consulting Group, celebrated Arbor Day with students from Wildwood Catholic Academy and Margaret Mace Elementary School. Students participated in a hands-on evaluation on how to collect tree health data for specimens located

15. Other than your community's Arbor Day Celebration, were there any other public/community events held to celebrate your urban tree canopy? If yes, please describe below.

More information on the celebration can be found here:
<https://northwildwood.com/wildwood-catholic-academy-margaret-mace-students-celebrate-arbor-day/>

Part IV: Continuing Education

16. To what extent did the completed continuing education topics reflect the objectives in your management plan? Please use specific examples.

Kyle Rutherford - Continuing Education training focused on municipal considerations of urban tree management.

Edward McLughlin - Continuing Education training focused on urban tree management and biological process.



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Part V: Community Forest Management Plan (CFMP) Implementation

17. Does your community have a tree inventory? Yes, Partial

What year was your tree inventory completed? 2022

18. Determine and describe the extent to which your community achieved its top three CFMP goals for the year.

CFMP Goal #1: Conduct an Arbor Day event

Yes, objective was accomplished this year

Comments -

Celebrated May 10, 2023 with local schools

CFMP Goal #2: Update base map of partial tree inventory

Partial, objective was not accomplished this year, but progress was made

Comments -

City based map updated with partial inventory and revised in preparation for 2024 street tree inventory.

CFMP Goal #3: Continue to replace hazard tree removal in parks

Partial, objective was not accomplished this year, but progress was made

Comments -

Hazard tree removals prioritized for Buildings, Parks, and Grounds staff intervention, focused on parks and pedestrian

19. Identify and describe some specific barriers to completing these, or other, items in your community's CFMP. Was your community able to overcome these barriers? How?

One barrier the City dealt with was that we still do not have a full grasp of tree health around the City, which can have an impact on our plan for how to care for them and provide maintenance. We have not been able to overcome these barriers at this time, however, the City, with partial funding from the NJUCF Stewardship Grant, plans to develop a comprehensive street tree inventory. This will allow us to put data together on one source and assist in strategic planning of planting, pruning, and removal.



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Part VI: Comments

20. Please use the space below to detail comments, concerns, and or improvements for any part of the NJUCF Accreditation Program. If you have specific questions, please reach out to community.forestry@dep.nj.gov.

The City believes that completing one application to accomplish accreditation for both NJUCF and Tree City USA would be extremely helpful, as there is some redundancy to the questions in both applications.

Part VI: Signature and Submission

Electronic Submissions & signatures preferred. Submit to Rachael.Vannatta@dep.nj.gov

21. By signing and/or typing my name below, I hereby certify as the Shade Tree Representative, that the information in this report was shared with our Mayor and/or Governing Body and that the NJUCF Accreditation Status for my community is up to date and accurate.

Print Name Kyle Rutherford

Signature

Kyle Rutherford

Title Confidential Assistant to the Mayor

Date 02/15/2024

W. Scott Jett

From: njdeponlinesupport@dep.nj.gov
Sent: Tuesday, February 20, 2024 12:18 PM
To: W. Scott Jett
Subject: EXTERNALLU eSubmission Received 0507-24-0001.1 D'AMATO 411-413 W 18TH AVE LUP240001
Attachments: 1049869_LUP240001_34551514_submittal_pdf.pdf

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.

A NJ Department of Environmental Protection (DEP) Land Use permit application has been received via DEP Online for the following project within your municipality: BLOCK: LOT: 90 16 SERVICE ID: 1680865 PROGRAM INTEREST ID: 0507-24-0001.1 PROJECT NAME: D'AMATO 411-413 W 18TH AVE ACTIVITY NUMBER: LUP240001 For all Land Use individual permits and general permits (except Flood Hazard general permit 1), the applicant is required to provide a copy of the entire application to the municipal clerk in each municipality in which the site is located no more than 30 calendar days prior to submitting the application and no later than the date the application is submitted to the DEP. You should have received a project description and copies of all attachments that were included with this application, including site plans, from the applicant under separate cover. Attached you will find a PDF copy of the Land Use IP-GP Application Submittal Summary, which should complete the public notice for this application. The submittal summary includes the specific permit(s)/authorization(s) for which the applicant has applied as well as more specific site information, contact information for the applicant and agent (if applicable), and a list of all submitted attachments. You must have a PDF file reader to open the attachment. If you are unable to retrieve the attached file(s) or have any questions concerning this message, please contact the Land Resource Protection Program's Technical Support Center at (609) 777-0454.

Service Information

Service ID: 1680865

Service Type: Apply for a Land Use Authorization or Permit - Land Use Authorization or Permit

Service Name/PI Name: D'AMATO 411-413 W 18TH AVE

Service Comments:

Created On: 02/20/2024

Project Description

Do you know what permit you are applying for? **Yes**

Is this permit/authorization application filed as a follow-up to an Emergency Authorization issued by the Division of Land Resource Protection? **No**

Is the proposed project for linear development? **No**

Is this application for aquaculture, dredging, or an offshore energy project, and is located exclusively in one of the following waterbodies? **No**

Arthur Kill River
Atlantic Ocean
Delaware Bay
Delaware River including Logan Twp (Gloucester County) and points south
Hudson River
Kill Van Kull River
Raritan Bay
Sandy Hook Bay
Upper New York Bay

Project Description:

Briefly describe the proposed activities to be conducted within areas regulated by the Division of Land Use Regulation (DLUR).

A waterfront development permit is required for the reconstruction of the existing bulkhead (75 L.F +/-) 30" waterward of the existing alignment plus two (2) 7.5' returns along with the authorization of 37.5 S.F. of associated fill. The waterfront development permit is also needed for the modification and authorization of the docking facility.

Have any Land Use permits been issued for this site? **No**

Is the proposed project located in the Meadowlands District, the Highlands, or the Pinelands? **No**

Site Information

Location Address: 411-413 W. 18th Avenue
North Wildwood City, NJ 08260

Location Description: No location description provided.

County: Cape May

Municipality: North Wildwood City

Coordinates: 404181.12,61726.14 - 01 - NJ State Plane (NAD83) -
USFEET

Block and Lot:

Block	Lot	County	Municipality
90	16	Cape May	North Wildwood City

Permit Scope - General

Is the applicant or co-applicant a public entity? **No**

Stormwater

Does the entire proposed project meet the definition of a "**major development**" pursuant to the Stormwater **No**

Management rules at N.J.A.C. 7:8-1.2?

Permit Type Selection

Are you applying for a Coastal Permit? **Yes**

Are you applying for a Flood Hazard Permit and/or Verification? **No**

Are you applying for a Freshwater Wetlands Permit? **No**

Permit Details - General

Is the applicant the sole owner of all properties, including easements and rights-of-way, where the project is proposed? **Yes**

Gas Pipeline:

Does the proposed project include the construction of a gas pipeline? **No**

Watershed Management Area:

Enter the Watershed information for all watershed area(s) where the proposed project is located:

Watershed Management Area	Watershed	Sub-Watershed	Name	Class	Type
Cape May Watersheds	Cape May Bays & Tribs East	Cape May Bays (Rt 47 to Reubens Wharf)	Ottens Canal	Class 1	Other

Riparian Zone

Is the proposed project located within 300 ft. of a regulated water body? **Yes**

Is the proposed project located in a riparian zone as defined in the Flood Hazard Area Control Act Rules (N.J.A.C 7:13) or the Coastal Zone Management Rules (N.J.A.C 7:7)? **No**

Site Plans Requiring Elevation Measurements

Do the site plans reference the National Geodetic Vertical Datum of 1929 (NGVD29)? **No**

What is the conversion factor from NAVD88 to NGVD29 in feet? **1.3**

Endangered and Threatened Species Evaluations

Has an NJDEP, Office of Natural Lands Management, Natural Heritage Database data request response for endangered or threatened species of flora or fauna, including a landscape map report, been obtained for the proposed project? **No**

Provide the page #(s) of the report that documents the required evaluation of the proposed project with respect to endangered and threatened species:

Name of Report	Page #(s) in Report
Statement Of Compliance	2

Mitigation

Does the proposed project require mitigation? **No**

Conservation Restrictions

Is any portion of the site subject to an existing conservation restriction? **No**

Permit Scope - Coastal

Select all Permit Types that apply:

Permit Type	Fee (before fee cap applied)
Individual Permit-WFD Residential Dev(Not SFH/Duplex) Waterward MHWL	\$3,000

For work proposed under the any of the WFD Waterward MHWL applications, **3369** Sq. Ft. - 1 Acres
how many square feet of water will be impacted by the project?

Coastal Group Fee Description	Fee
All CAFRA Individual Permits (not SFH/Duplex) (Fee cap, \$30,000)	\$0
All Waterfront Development (WFD) Landward Permits (not SFH/Duplex) (Fee cap, \$30,000)	\$0
All Waterfront Development (WFD) Waterward MHWL Permits (not SFH/Duplex) (Fee cap, \$30,000)	\$3,000

Permit Details - Coastal

All Coastal Applications (Both IPs and GPs)

Does the proposed project site contain any areas of mapped coastal wetlands? **No**

Are you proposing activities below the mean high water line (MHWL) or in areas formerly flowed by the tide? **Yes**

If available, please upload documentation of an issued tidelands instrument to the Attachment Upload Page or send your tidelands application package to the Bureau of Tidelands Management, PO Box 420, Code 501-02B, Trenton, NJ 08625-0420. In the box below, please note which issued tidelands instrument will be uploaded or provide an explanation for why this information is either unavailable or unnecessary or indicate if a tidelands application will be sent to the Bureau of Tidelands Management.

The Tidelands Conveyance Map details that Ottens Canal is located within Part of the Tidelands Grant to Henry H. Ottens dated January 25, 1906, Liber Q, Page 546.

Coastal GP16, GP27, GP28, GP29, and Waterfront Development Individual Permits (Waterward MHWL)

Will the proposed project result in dredging activities? **No**

Contacts

Name: Carmen D'Amato Jr
Title:
Contact Type: Applicant
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: camdam321@gmail.com
Phone: (215) 913-1603 (Other)
Contact Address: 2710 S. Marvine Street
Philadelphia, Pennsylvania 19148

Name: Carmen D'Amato Jr
Title:
Contact Type: Property Owner
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: camdam321@gmail.com
Phone: (215) 913-1603 (Other)
Contact Address: 2710 S. Marvine Street
Philadelphia, Pennsylvania 19148

Name: W. Scott Jett
Title: R.M.C.
Contact Type: Municipal Clerk
Organization Name: North Wildwood City Clerk
Organization Type: Municipal
E-Mail: sjett@northwildwood.com
Phone: (609) 522-2030 (Work Phone Number)
Contact Address: 901 Atlantic Avenue
North Wildwood (Cape May), New Jersey 08260

Name: Rita Rothberg
Title: County Clerk
Contact Type: County Clerk
Organization Name: County Clerk
Organization Type: County
E-Mail: coclerk@co.cape-may.nj.us
Phone: (609) 465-1010 (Work Phone Number)
Contact Address: 7 N Main Street
P.O. Box 5000
Cape May Court House (Cape May), New Jersey 08210

Name: Michael Lucey
Title: Environmental Director
Contact Type: Agent
Organization Name: Water's Edge Environmental LLC
Organization Type: LLC
E-Mail: mlucey@watersedgellc.com
Phone: (609) 249-3744 (Work Phone Number)
(609) 249-3860 (Fax Number)
(609) 675-8820 (Cell Phone Number)
Contact Address: PO Box 118
Ocean City, New Jersey 08226

Name: Carmen D'Amato Sr
Title:
Contact Type: Property Owner
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: butchie@athenacontractinginc.com
Phone: (267) 852-4445 (Other)
Contact Address: 912 S. Front Street
Philadelphia, Pennsylvania 19147

Name: Dominick Chiancone
Title:
Contact Type: Property Owner
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: dominicchiancone510@gmail.com
Phone: (215) 852-4445 (Other)
Contact Address: 2613 S. Hicks Street
Philadelphia, Pennsylvania 19145

Name: Carmen D'Amato Sr
Title:
Contact Type: Applicant
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: butchie@athenacontractinginc.com
Phone: (267) 852-4445 (Other)
Contact Address: 912 S. Front Street
Philadelphia, Pennsylvania 19147

Name: Dominick Chiancone
Title:
Contact Type: Applicant
Organization Name: Property Owner
Organization Type: Homeowner
E-Mail: dominicchiancone510@gmail.com
Phone: (215) 852-4445 (Other)
Contact Address: 2613 S. Hicks Street
Philadelphia, Pennsylvania 19145

Uploaded Attachments

Attachment Type	Attachment Description	File Name
Environmental Report with Site Location Maps	Environmental Report with Site Location Maps	Statement of Compliance-Final.pdf
Site Plans	Site Plans	WDP Plan 2-15-24 SIGNED.pdf
Color Photos and Photo Location Map	Color Photos and Photo Location Map	Statement of Compliance-Final.pdf
Public Notice Form	Public Notice Form	Public Notice.pdf
Property Owners Certification Form	Property Owners Certification Form	Property Owners Cert SIGNED.pdf
Tidelands License Application or Documentation	Tidelands License Application or Documentation	Tidelands Grant.pdf
Other	Deed	March 31 2021 Deed.pdf

Certification

Certifier: Michael Lucey
Certifier ID: MLUCEY7080
Challenge/Response Question: What is your first child's middle name?
Challenge/Response Answer: *****
Certification PIN: *****
Date/Time of Certification: 02/20/2024 12:14

"I certify under penalty of law that I believe the information provided in this document is true, accurate, and complete. I am aware that there are significant civil and criminal penalties, including the possibility of fine or imprisonment or both, for submitting false, inaccurate or incomplete information."

Michael Lucey 02/20/2024
General **Date**

Fee Summary

Service ID: 1680865
Service Type: Apply for a Land Use Authorization or Permit
Created Date: 02/20/2024

Coastal

All Waterfront Development (WFD) Waterward MHWL Permits (not SFH/Duplex)	Fee (before fee cap applied)
Individual Permit-WFD Residential Dev(Not SFH/Duplex) Waterward MHWL	\$3,000
All Waterfront Development (WFD) Waterward MHWL Permits (not SFH/Duplex) Total: (fee cap, 30000)	\$3,000

Total Coastal Fees: \$3,000

Total Fees: \$3,000

Payment Information

Status: Paid
Confirmation Number(s): 280303
Total Payment Amount: \$3,000.00
Payment Date: 02/20/2024
Payment Method: Pay via Credit Card
Credit Card Service Fee: \$69.50
Total Amount Charged: \$3,069.50

Water's Edge

Environmental, LLC

CERTIFIED MAILING

City of North Wildwood
Planning Board
901 Atlantic Avenue
North Wildwood, NJ 08260

Cape May Co. Planning Board
4 Moore Road
Cape May Court House, NJ 08210

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

City of North Wildwood
Environmental Commission
901 Atlantic Avenue
North Wildwood, NJ 08260

City of North Wildwood
Construction Official
901 Atlantic Avenue
North Wildwood, NJ 08260

Property Owners within 200'

Re: NJDEP Waterfront Development Permit Application
Reconstruction of Bulkhead Outshore of Existing
Modification and Authorization of Docking Facility
Applicant: Carmen D'Amato, Carmen D'Amato, Jr. &
Dominick Chiancone
411-413 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, N.J.
WEE Project No. 2409

To Whom It May Concern:

This letter is to provide you with legal notification that an application for a Waterfront Development Permit will be submitted to the New Jersey Department of Environmental Protection, Division of Land Resource Protection for the site shown on the enclosed plan. A brief description of the proposed project follows: Reconstruction of bulkhead outshore of existing & modification and authorization of docking facility.

The complete permit application package can be reviewed at the municipal clerk's office in the municipality in which the site subject to the application is located or by appointment at the Department's Trenton Office. In addition, an electronic copy of the initial application can be provided via an OPRA request by contacting <https://www.nj.gov/dep/opra/opraform.html> from the Department's Trenton Office. The Department of Environmental Protection welcomes comments and any information that you may provide concerning the proposed development and site. Please submit your written comments within 15 calendar days of receiving this letter to:

New Jersey Department of Environmental Protection
Division of Land Resource Protection
P.O. Box 420, Code 501-02A
Trenton, NJ 08625-0420
Attn: City of North Wildwood Supervisor

Sincerely,



Sarah Strang

G:\Projects\2409.D'Amato.411-413 NW 18th.NWW.CMC\2024 Permitting\Notification Letter.doc

STATEMENT OF COMPLIANCE

Waterfront Development Permit Application

**Reconstruction of Bulkhead Outshore of Existing
Modification and Authorization of Docking Facility**

411-413 W. 18th Avenue

Block 90, Lot 16
City of North Wildwood, Cape May County, New Jersey

Applicant: Carmen D'Amato, Carmen D'Amato, Jr. & Dominick Chiancone

Water's Edge Environmental Project No. 2409

February 2024

I. Summary and Project Description

Location:

The project site, known as 411-413 W. 18th Avenue, Block 90, Lot 16 is located along Ottens Canal in the City of North Wildwood, Cape May County, New Jersey. Figure 1 is a portion of the U.S.G.S. Quadrangle delineating the project area. Figure 2 is a copy of the City of North Wildwood Tax Map showing the project site. Figure 3 is a Road Map showing the site location and Figure 4 is the site boundary depicted on the 2023 aerial imagery (Appendix A).

Photographs taken on August 4, 2023, depict the existing site conditions (Appendix B). The location of the existing and proposed site conditions is also provided on the plan entitled "NJDEP Permit Plan" prepared by R.D. Green Engineering, P.E., sheet 1 of 1, dated February 15, 2024.

Project History & Proposed Development

The project site is a bulkheaded lot located on Ottens Canal, a natural man-altered waterway. The subject property is currently developed with a multi-family dwelling and associated structures. The existing bulkhead on site includes a failing creosote-treated timber sheet pile bulkhead with timber soldier piles, timber wale, and timber bulkhead cap. The existing waterfront structures include a ramp that projects waterward from the bulkhead leading to an "E-shaped" floating dock. Two (2) PWC floats exist adjacent to the floating dock in the area of the ramp.

Referencing the bulkhead, the existing bulkhead appears to be within the bulkhead alignment as seen on the 1977 Aerial Photograph (Figure 5) and is therefore determined to be the grandfathered bulkhead.

The proposed project requiring a Waterfront Development Permit includes the reconstruction of the existing bulkhead (75 L.F. +/-) 30" waterward of the existing alignment plus two (2) 7.5' returns. The project also seeks to authorize the 37.5 S.F. of fill between 24" outshore of the existing bulkhead alignment and the proposed bulkhead location.

Additionally, the portion of the project requiring a Waterfront Development Permit also includes the modification and authorization of the existing docking facility as follows:

- Existing two (2) PWC floats to be removed;
- Existing ramp to be removed;
- Existing "E-shaped" floating dock to be reduced and authorized (as detailed on plan)
- Proposed fixed pier (5' x 5')
- Proposed ramp (3' x 20')

The existing and proposed site conditions are provided on the plan entitled "NJDEP Permit Plan" prepared by R.D. Green Engineering, P.E., dated February 15, 2024, sheet 1 of 1, included with this application.

Environmental Impacts

The site has been developed with a residential dwelling on a bulkheaded lot since prior 1978 according to historic aerial photography and available tax records. The adjacent properties consist of residential dwellings with bulkheads and docking facilities. Any impact on the environment associated with the proposed activity will be minimal and temporary. No Endangered or Threatened Species habitats will be impacted by the project. The proposed project has been designed to comply with all applicable NJDEP regulations. Any NJDEP-issued timing restrictions will be adhered to.

Additional Approvals

If it is determined by the NJDEP that the proposed activities do not qualify for a SPGP-19 a separate application to the US Army Corps of Engineers (USACE) will be submitted for the proposed project.

II. Compliance with Coastal Zone Management Rules (N.J.A.C. 7:7)

A. The Reconstruction of the Bulkhead 30" Outshore of the Existing Alignment and the Modification and Authorization of the Existing Docking Facility Comply with the Rules on Coastal Zone Management, Specifically; Shellfish Habitat (NJAC 7:7-9.2), Intertidal and Subtidal Shallows (NJAC 7:7-9.15), Recreational Docks and Piers (NJAC 7:7-12.5), Coastal Engineering (NJAC 7:7-15.11), and Public Access (NJAC 7:7-16.9) and are conditionally acceptable as follows:

1. Shellfish Habitat (NJAC 7:7-9.2)

*(a) Shellfish habitat is defined as an estuarine bay or river bottom which currently supports or has a history of production for hard clams (*Mercenaria mercenaria*), soft clams (*Mya arenaria*), eastern oysters (*Crassostrea virginica*), bay scallops (*Argopecten irradians*), or blue mussels (*Mytilus edulis*), or otherwise listed below this section. A shellfish habitat area is defined as an area which meets one or more of the following criteria:*

- 1. The area has a current shellfish density equal to or greater than 0.20 shellfish per square foot;*
- 2. The area has a history of natural shellfish production according to data available to the New Jersey Bureau of Shellfisheries, or is depicted as having high or moderate commercial value in the Distribution of Shellfish Resources in Relation to New Jersey Intracoastal Waterway (U.S. Department of Interior, 1963), "Inventory of New Jersey's Estuarine Shellfish and/or the "Inventory of Delaware Bays Estuarine Shellfish Resources" (Division of Fish, Game and Wildlife, Bureau of Shellfisheries 1993);*
- 3. The area designated by the State of New Jersey as a shellfish culture area as authorized by N.J.S.A. 50:1 et seq. Shellfish culture areas include estuarine areas presently leased by State for shellfish aquaculture activities or hard clam relay, transplant and transfer as well as those areas suitable for future shellfish aquaculture development; or*
- 4. The area is designated as productive at N.J.A.C. 7:25-24, Leasing of Atlantic and Delaware Bay Bottom for Aquaculture.*

The project site is located on Ottens Canal, a natural man-altered waterway. This portion of Ottens Canal is mapped as "Prohibited" by the New Jersey Bureau of Shellfisheries (Figure 6). It is also mapped on the 1963 Department of the Interior Shellfish Map as "Hard Clam - High Value Commercial" (Figure 7). Non-polluting materials shall be utilized for all construction waterward of the mean high-water line. Therefore, the proposed project is in compliance with this requirement.

2. Intertidal and Subtidal Shallows (NJAC 7:7-9.15)

- (a) Intertidal and subtidal shallows (ISS) means all permanently or temporarily submerged areas from the spring high water line to a depth of four feet below mean low water.*
- (b) Development, filling, new dredging, or other disturbance is discouraged but may be permitted in accordance with (c), (d), (e), (f), (g), and (h) and with N.J.A.C. 7:7-12.2 through 12.24.*

The construction and/or replacement of a bulkhead within intertidal and subtidal shallows is conditionally acceptable provided the bulkhead meets the requirements of the filling rule at N.J.A.C. 7:7-12.11(f) and the coastal engineering rule at N.J.A.C. 7:7-15.11(d).

The proposed bulkhead shall comply with the Coastal Engineering Rule and the Filling Rule as discussed below. The existing bulkhead location impacts approximately 37.5 square feet of ISS.

(i) Mitigation shall be required for the destruction of intertidal and subtidal shallows in accordance with N.J.A.C. 7:7-17. Mitigation shall not be required for the following:

- 1. Filling in accordance with N.J.A.C. 7:7-12.11(c) and (f)1, 2, and 3;*
- 2. Maintenance dredging in accordance with N.J.A.C. 7:7-12.6;*
- 3. Beach nourishment in accordance with N.J.A.C. 7:7-15.11(f);*
- 4. New dredging in accordance with N.J.A.C. 7:7-12.7 to a depth not to exceed four feet below mean low water;*
- 5. Construction of a replacement bulkhead in accordance with N.J.A.C. 7:7-15.11(d)2i or ii; and*
- 6. The establishment of a living shoreline to address the loss of vegetated shorelines and habitat in the littoral zone.*

In accordance with the Wetlands Mitigation Council Resolution 2019-2 mitigation will be in the form of a payment to the Mitigation Council as described in the resolution.

3. Recreational Docks and Piers (NJAC 7:7-12.5)

(a) Recreational and fishing docks and piers are structures supported on pilings driven into the bottom substrate, or floating on the water surface or cantilevered over the water, which are used for recreational fishing or for the mooring of boats or jet skis used for recreation or fishing, except for commercial fishing, and house boats.

(b) Recreational docks and piers, including jet ski ramps, and mooring piles, are conditionally acceptable provided:

- 1. There is a demonstrated need that cannot be satisfied by existing facilities;*

The modification and authorization of the existing docking facility will provide the owners of 411-413 W. 18th Avenue with the continued ability to moor and access their vessels as well as physical water access into Ottens Canal. The proposed fixed pier will provide an easy, safe, and efficient method for accessing the docking facility.

- 2. The construction minimizes adverse environmental impact to the maximum extent feasible;*

The existing two (2) PWC floats and ramp are to be removed as stated above. The existing floating dock is to be reduced as detailed on the plan. Non-polluting materials will be utilized for all proposed construction waterward of the mean high-water line. Dock stoppers will be outfitted on the floating docks to prevent them from resting on the substrate during low tide events. Therefore, the proposed project minimizes adverse environmental impacts to the maximum extent feasible.

- 3. The docks and pier and their associated mooring piles are located so as to not conflict with overhead transmission lines;*

The proposed docking facility does not interfere with overhead transmission lines.

- 4. There is minimum feasible interruption of natural water flow patterns;*

No interruption of natural water flow patterns will occur.

- 5. If the dock, pier, or boat mooring is associated with a lot that has frontage on both a man-made lagoon and a natural waterway, the dock, pier, or boat mooring on the lagoon would not otherwise comply with this section or any other provisions of this chapter;*

All structures are on Ottens Canal, a natural man-altered waterway.

6. Space between horizontal planking is maximized and width of horizontal planking is minimized to the maximum extent practicable. Under normal circumstances, a minimum of 3/8 inch, 1/2 inch, 3/4 inch, or one inch space is to be provided for four inch, six inch, eight to 10 inch, or 12 inch plus wide planks, respectively. Alternative designs include, for example, grate decking that is constructed of metal, wood, aluminum, or other similar materials that allow sunlight penetration through grates within the dock or pier.

As provided within the "Dock/Pier Compliance Notes" on the accompanying NJDEP Permit Plan, the docking facility will comply with this requirement.

7. The width of the structure shall not exceed twice the clearance between the structure and the surface of the ground below or the water surface at mean high tide (measured from the bottom of stringers), except for floating docks whose width shall not exceed eight feet. Under typical circumstances, the maximum width of the structure shall be eight feet over water and six feet over wetlands and intertidal flats, except as noted at (b)7iii below. For the purpose of this section, an intertidal flat is a low lying strip of land along a shoreline located between spring high and spring low tides. The height over the wetlands shall be a minimum of four feet regardless of width;

i. A minimum of eight feet of open water shall be provided between any docks if the combined width of the docks over the water exceeds eight feet;

ii. Construction and placement of the dock shall be a minimum of four feet from all property lines, for docks which are perpendicular to the adjacent bulkhead of shoreline; and

iii. In man-made lagoons only, the maximum width of the structure shall be eight feet over water and six feet over wetlands; the height of the structure over wetlands shall be a minimum of four feet;

The docking facility will comply with the referenced maximum width requirements after the various structures are removed and the floating dock is reduced. All structures are shown on the accompanying NJDEP Permit Plan.

8. In man-made lagoons only, the structure extends no more than 20 percent of the width of the lagoon from bank to bank; and

Ottens Canal is a natural man-altered waterway and is not subject to the above referenced requirement.

9. The proposed structure and associated mooring piles do not hinder navigation or access to adjacent water areas. A hazard to navigation will apply to all potential impediments to navigation, including access to adjacent moorings, water areas and docks and piers.

The docking facility does not hinder navigation or access to adjacent water areas. Additionally, the neighboring docking facility to the northwest extends past the terminus of the subject docking facility.

10. Photocell lights and reflectors shall be placed along the dock and on mooring piles starting from a point that is 50 feet outshore of the mean high-water line to the end of the dock at 10-foot intervals. The lights shall be installed and operational within 72 hours of completion of

construction.

No portion of the subject docking facility extends 50-feet outshore of the mean high-water line, therefore photocell lights and reflectors are not required. As a result, the proposed project complies with this regulation.

(c) The construction of recreational docks and piers within areas designated by the Department as shellfish habitat shall comply with the standards specified under the shellfish habitat rule, N.J.A.C. 7:7-9.2.

The shellfish habitat rule is discussed herein.

(d) The construction of recreational docks and piers within submerged vegetation areas shall comply with the standards specified under the submerged vegetation rule, N.J.A.C. 7:7-9.6.

No submerged vegetation is located within this area; therefore; this regulation does not apply.

4. Coastal Engineering (NJAC 7:7-15.11)

(a) Coastal engineering measures include a variety of non-structural, hybrid, and structural shore protection and storm damage reduction measures to manage water areas and protect the shoreline from the effects of erosion, storms, and sediment and sand movement. Beach nourishment, sand fences, pedestrian crossing of dunes, stabilization of dunes, dune restoration projects, dredged material management, living shorelines, and the construction of retaining structures such as bulkheads, gabions, revetments, and seawalls are all examples of coastal engineering measures.

(d) The construction, maintenance, or reconstruction of a bulkhead shall comply with the following:

2. Maintenance or reconstruction of an existing bulkhead is conditionally acceptable provided that it meets (d)2i, ii or iii below. All measurements specified below shall be made from the waterward face of the original bulkhead alignment of the existing bulkhead to the waterward face of the original bulkhead to the waterward face of the replacement bulkhead.

i. The replacement bulkhead is located within 18 inches outshore of the existing bulkhead, except in accordance with 2(d)ii or iii below;

ii. The replacement bulkhead is located no more than 24 inches outshore of the existing bulkhead when the replacement bulkhead is constructed of a corrugated material, and the replacement bulkhead is located as close as possible to the face of the existing bulkhead; or

iii. Maintenance or reconstruction of an existing bulkhead that does not meet (d)2i or ii above shall be considered new construction, unless it can be demonstrated that the existing bulkhead cannot physically accommodate a replacement in accordance with (d)2i or ii above. In that case, the replacement bulkhead shall be as close as physically possible to the original bulkhead alignment.

As stated previously above, the existing bulkhead on site includes a failing creosote-treated timber bulkhead with timber soldier piles, timber wale, and timber bulkhead cap. The existing bulkhead is also determined to be the grandfathered bulkhead. Additionally, the failing nature of the existing bulkhead is evidenced by the loss of fill and material landward of the bulkhead. The project requires the existing bulkhead to be left in-place and reconstructed waterward. This is necessary to ensure the structural integrity of the adjacent bulkheads, existing and adjacent upland improvements, and the associated fill on both the subject and neighboring properties. Attempting to reconstruct the existing bulkhead in-place could result in catastrophic bulkhead failure, which

would subject the upland improvements on the subject and adjacent properties to damage. Additionally, attempting to reconstruct the existing bulkhead further landward of 30" could result in further substantial failure of the existing creosote-treated bulkhead. Further failure of the existing bulkhead would result in the loss of fill that has come into contact with creosote-treated timbers into the waterway.

Therefore, the proposed project requests a Waterfront Development Permit to authorize the reconstruction of the existing bulkhead (75 L.F. +/-) 30" outshore of the original bulkhead alignment, plus two (2) 7.5' returns. The project also seeks to authorize the 37.5 S.F. of fill between 24" outshore of the original and proposed bulkhead locations. The bulkhead reconstruction will be compliant with local height ordinance. The proposed bulkhead will be constructed with non-polluting materials. All future bulkheads can be reconstructed in-place of the proposed bulkhead alignment. The proposed bulkhead cap and/or decks will not project waterward of the uppermost horizontal bulkhead member. Therefore, the proposed bulkhead complies with the rules on Coastal Engineering and is conditionally acceptable.

5. Public Access (NJAC 7:7-16.9)

(a) Public access to the waterfront is the ability of the public to pass physically and visually to, from, and along tidal waterways and their shores and to use such shores, waterfronts and waters for activities such as navigation, fishing, and recreational activities including, but not limited to, swimming, sunbathing, surfing, sport diving, bird watching, walking, and boating. Public accessways and public access areas include streets, paths, trails, walkways, easements, paper streets, dune walkovers/walkways, piers and other rights-of-way.

The proposed project complies with the Public Access Rule at N.J.A.C 7:7-16.9 since the project site is an existing residential development where no public access currently exists.

According to the Public Access Bill 1074, effective July 1, 2019, the need for public access at this site needs to be evaluated as the project involves the reconstruction of existing structures. However, due to the presence of nearby access, new public access is not needed to satisfy current demand.

Access to tidal waters and shorelines is available to the public within the vicinity of this development at the following locations:

- Fishing and visual access from bulkhead at southern street-end of Maryland Avenue;
- Fishing and visual access from bulkhead at northern street-end of Maryland Avenue;
- Visual access from western street-end of W. 17th Avenue; and
- Visual and fishing access from western street-end of W. 16th Avenue.

The project does not propose a change of use and there is existing public access in the vicinity. Therefore, new public access is not required as the subject project is in compliance with the Public Access Rule and Public Access Bill 1074.

III. Conclusion

The reconstruction of the existing bulkhead 30" outshore of the existing bulkhead alignment and the modification and authorization of the existing docking facility comply with the Rules on Coastal Zone Management, specifically; **Shellfish Habitat (NJAC 7:7-9.2)**, **Intertidal and Subtidal Shallows (NJAC 7:7-9.15)**, **Recreational Docks and Piers (NJAC 7:7-12.5)**, **Coastal Engineering (NJAC 7:7-15.11)**, and **Public Access (NJAC 7:7-16.9)** and is acceptable under the subject regulations.

APPENDIX A – FIGURES

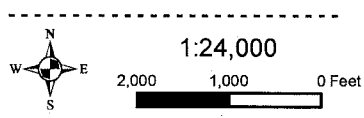
FIGURE 1: USGS MAP

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



LEGEND:

 PROPERTY BOUNDARY



SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County
parcel data downloaded from NJGIN's
Information Warehouse

BASE SOURCE DATA:
USGS data downloaded from 2000 DeLorme,
3-D Topo Quads. (Quad. - Wildwood, NJ)

"This map complies with the National Map Accuracy
Standards. This map was developed using New Jersey
Department of Environmental Protection Geographic
Information System digital data, but this secondary product
has not been verified by NJDEP and is not state-authorized."

Water's Edge
Environmental, LLC

P.O. Box 118, Ocean City, NJ 08226

Phone: 609-249-3744

Fax: 609-249-3860

E-mail: nathann@watersedgelc.com

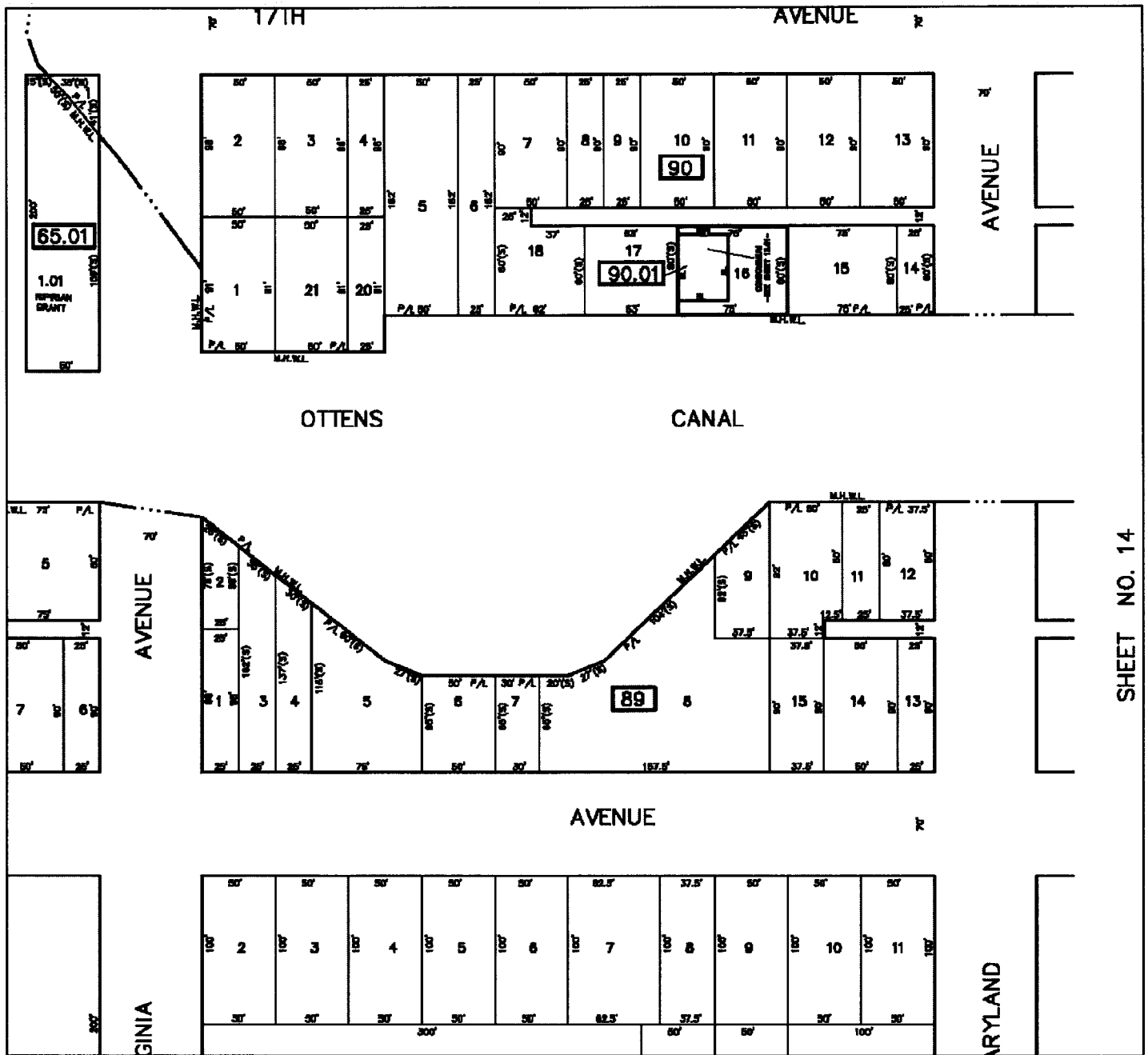
Map Prepared by Nathan Niederhofer

Map Created in August 2003

Project No. 2409

FIGURE 2: AREA MAP

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



SHEET NO. 14

LEGEND:



PROPERTY BOUNDARY



1" = 100'

SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County
parcel data downloaded from NJGIN's
Information Warehouse

BASE SOURCE DATA:

Tax-map data (City of North Wildwood, Cape May County,
Sheet 13) downloaded from NJ Property Fax

*This map complies with the National Map Accuracy
Standards. This map was developed using New Jersey
Department of Environmental Protection Geographic
Information System digital data, but this secondary product
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E-mail: nathann@watersedgellic.com

Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

FIGURE 3: ROAD MAP

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LEGEND:



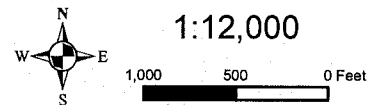
Property Boundry

SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County parcel data downloaded from NJGIN's Information Warehouse

ROAD DATA:
Downloaded from ArcGIS Online, Sources referenced above

"This map complies with the National Map Accuracy Standards. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized."



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Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

FIGURE 4: 2023 AERIAL PHOTOGRAPHY

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



LEGEND:

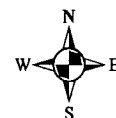
 Property Boundary

SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County parcel data downloaded from NJGIN's Information Warehouse

2023 AERIAL PHOTOGRAPHY:
This map was generated using geospatial data downloaded from nearmap.com

This map complies with the National Map Accuracy Standards. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



1:600

50 25 0 Feet

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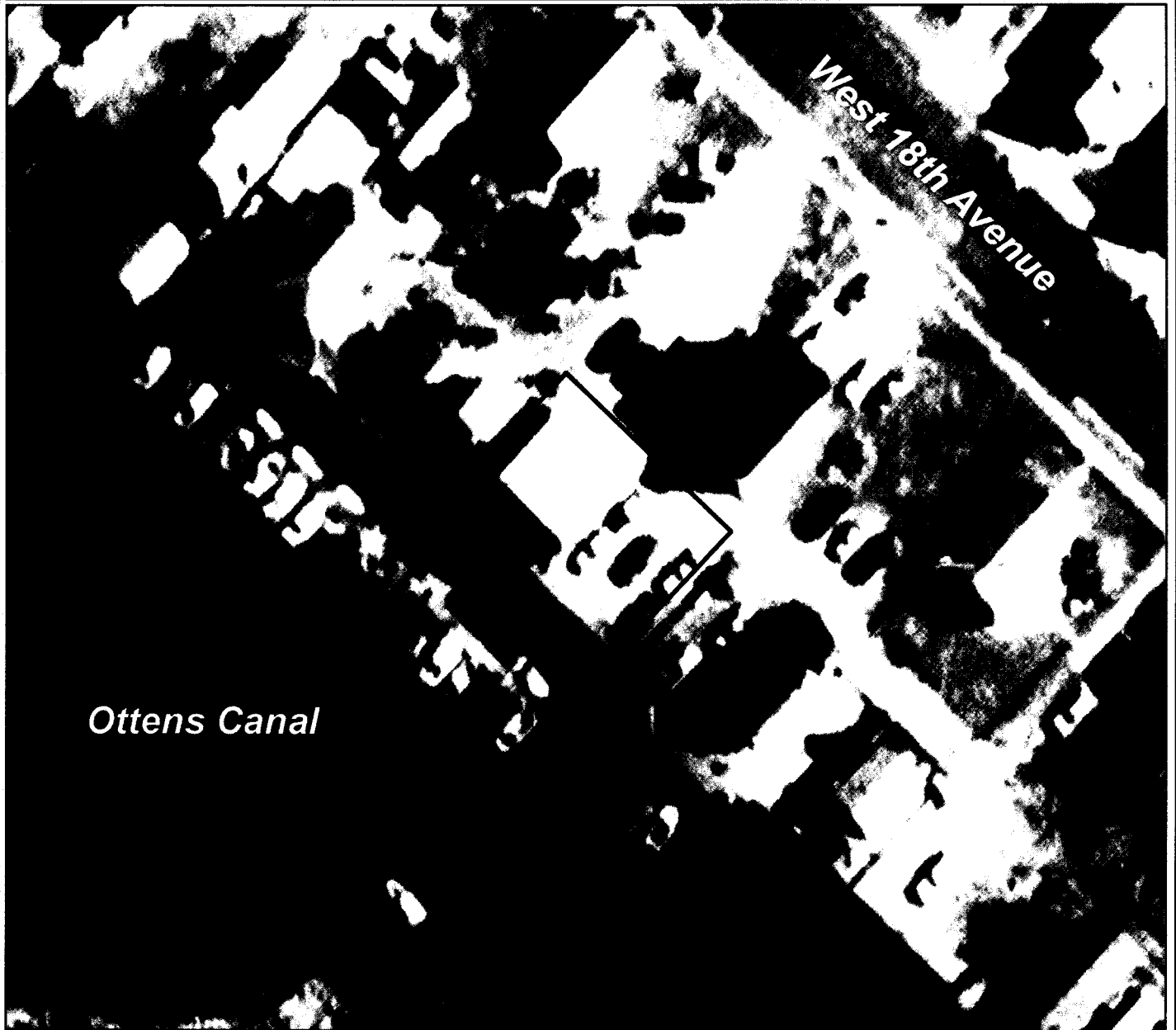
Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

FIGURE 5: 1977 AERIAL PHOTOGRAPHY

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



LEGEND:

 Property Boundary

SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County parcel data downloaded from NJGIN's Information Warehouse

1977 AERIAL PHOTOGRAPHY:
This map was developed using imagery downloaded from NJGIN's Information Warehouse

This map complies with the National Map Accuracy Standards. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.



1:600

50 25 0 Feet

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E-mail: nathann@watersedgellc.com

Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

FIGURE 6: SHELLFISH CLASSIFICATION MAP

411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



LEGEND:

 Property Boundary

SHELLFISH CLASSIFICATION DATA:

 Prohibited

SOURCE DATA:

PROPERTY BOUNDARY:
Heads-up digitizing based on Cape May County
parcel data downloaded from NJGIN's Information
Warehouse

NJDEP SHELLFISH DATA:
Shellfish Classification Data for New Jersey downloaded
from ArcGIS Online

2023 AERIAL PHOTOGRAPHY:
This map was developed using geospatial data
downloaded from nearmap.com

*This map complies with the National Map Accuracy
Standards. This map was developed using New Jersey
Department of Environmental Protection Geographic
Information System digital data, but this secondary product
has not been verified by NJDEP and is not state-authorized.*



1:600

50 25 0 Feet

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E-mail: nathann@watersedgellc.com

Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

FIGURE 7: 1963 SHELLFISH MAP





411-13 W. 18th Avenue; Block 90, Lot 16
City of North Wildwood, Cape May County, NJ



LEGEND:

★ Property Location

LEGEND

-  HARD CLAM - HIGH VALUE COMMERCIAL
-  HARD CLAM - MODERATE VALUE COMMERCIAL
-  HARD CLAM - RECREATIONAL VALUE
-  OYSTER - SEED PRODUCTION AREA

SOURCE DATA:

1963 US Department of the Interior Shellfish Map
Downloaded From the NJDEP
Division of Land Resource Protection

This map complies with the National Map Accuracy Standards. This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

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Map Prepared by Nathan Niederhofer

Map Created in August 2023

Project No. 2409

APPENDIX B – SITE PHOTOGRAPHS

411-13 W. 18th Avenue
Block 90, Lot 16
City of North Wildwood, Cape May County, NJ
WEE #2409
Date of Photographs: August 4, 2023



Photo #1: View from bulkhead facing south showing subject docking facility and view of Ottens Canal.



Photo #2: View from bulkhead facing west showing subject docking facility and view of Ottens Canal.

411-13 W. 18th Avenue
Block 90, Lot 16
City of North Wildwood, Cape May County, NJ
WEE #2409
Date of Photographs: August 4, 2023



Photo #3: View from floating dock facing northeast showing docks and bulkhead in background.



Photo #4: View from floating dock facing southwest showing view of Ottens Canal.

411-13 W. 18th Avenue
Block 90, Lot 16
City of North Wildwood, Cape May County, NJ
WEE #2409
Date of Photographs: August 4, 2023

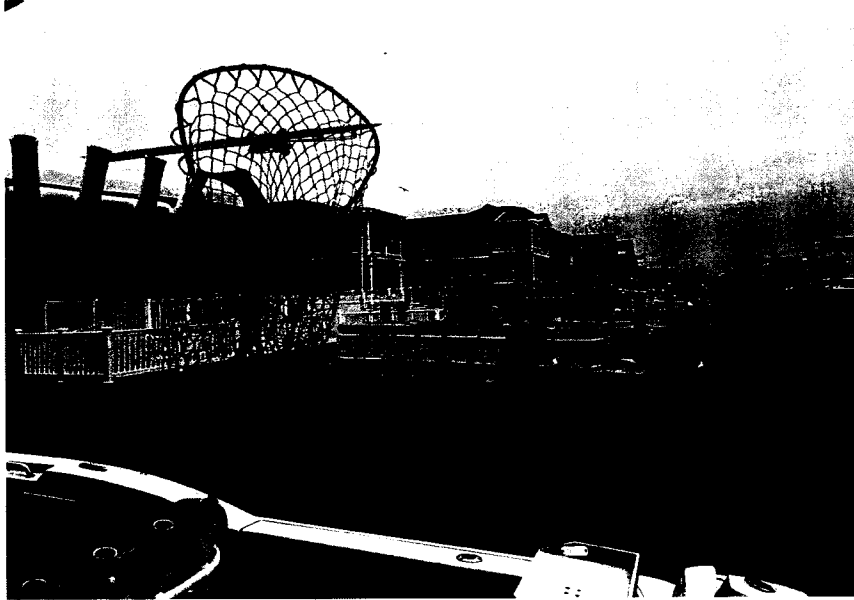


Photo #5: View from float facing east showing adjacent docking facilities.

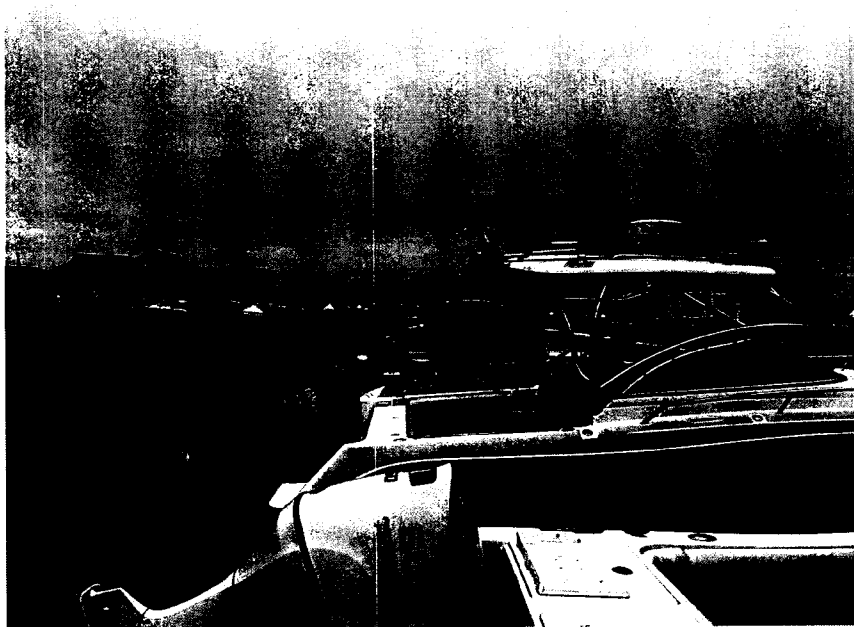


Photo #6: View from floating dock facing northwest showing adjacent docking facilities.

411-13 W. 18th Avenue
Block 90, Lot 16
City of North Wildwood, Cape May County, NJ
WEE #2409
Date of Photographs: August 4, 2023



Photo #7: View from float facing east showing existing bulkhead connection with Lot 15.

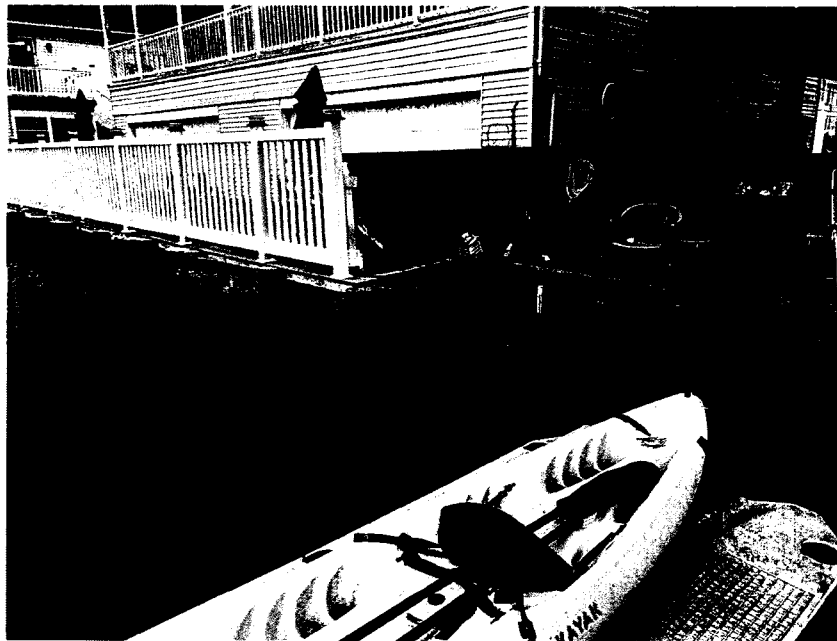


Photo #8: View from float facing north showing existing bulkhead connection with Lot 17.



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



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date February 22, 2024
		Expiration Date February 21, 2029
Permit Number(s): 0500-07-0006.6 LUP230001	Type of Approval(s): CAFRA Individual Permit- Commercial/Industry/Public	Governing Rule(s): N.J.A.C. 7:7-1.1(a)
Permittee: Nicholas Long North Wildwood City 901 Atlantic Avenue North Wildwood City, NJ 08260		Site Location: Blocks & Lots: [289.03, 1] [291.01, 1] [315.02, 1] [316.02, 1] [317.02, 1] [317.02, 2] [317.03, 1] Municipality: North Wildwood City County: Cape May
Description of Authorized Activities: This document authorizes the in-kind replacement of the existing boardwalk, associated electrical improvements, upgraded lighting features, reconstruction of aluminum railings, construction and/or rehabilitation of existing boardwalk ramps and stairs, 8' wide timber composite beach access/bicycle pedestrian path, a 12' wide ADA compliant beach access ramp between 21 st and 22 nd Avenues, stormwater lines and associated inlets and manholes. This also authorizes the placement of the approximately 1,593 cubic yards of sand excavated for installation of the stormwater infrastructure within the dune area located at 15 th and 16 th Avenues. This project is authorized under and in conditional compliance with the applicable Coastal Zone Management Rules (N.J.A.C. 7:7-1.1 et seq.), as amended on October 5, 2021, provided that all conditions to follow are met. This permit is issued subject to compliance with N.J.A.C. 7:7-27.2 <u>Conditions that apply to all coastal permits</u> . The Department has determined that the herein approved activities meet the requirements of the (FHACA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring within their community's Special Flood Hazard Area is compliant with the local Flood Damage Prevention Ordinance, and minimum NFIP standards, regardless of any state-issued permits. FEMA requires communities to review and permit all proposed construction or other development within their SFHA in order to participate in the NFIP. Prior to any site preparation or construction, the necessary Freshwater Wetlands approval pursuant to N.J.A.C. 7:7A must be received.		
Prepared by: Kip Le Warn		Received and/or Recorded by County Clerk:
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.		
This permit is not valid unless authorizing signature appears on the 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. 7:7-29.

PRE-CONSTRUCTION CONDITIONS:

1. Prior to any site preparation or start of construction, the necessary Freshwater Wetlands approvals pursuant to N.J.A.C. 7:7A must be authorized for the work within the existing Freshwater Wetland transition area.
2. All sediment barriers and other soil erosion control measures must be installed prior to the start of any clearing, grading or construction on site, and must be maintained in proper working condition throughout the entire duration of the project.

SPECIAL CONDITIONS:

1. This permit authorizes the placement of the approximately 1,593 cubic yards of sand excavated as necessary for, and within the footprint of, the authorized stormwater infrastructure improvements to enhance the existing dune between 15th and 16th Avenues. This placement area shall be within the area of the approved sand mitigation placement area approved as per the mitigation proposal dated October 2023. The sand placement shall be completed within 30 days of completion of the stormwater component of the project.
2. The applicant acknowledges and agrees that this approval does not represent or infer any approval or legalization of any existing structures or grading on the site. They cannot claim any damages or loss of any structures proposed in connection with this permit, in conjunction with the possible future removal and/or remediation of the beach access walkways. If any restoration is required as part of an enforcement action, the applicant acknowledges that they are installing these structures authorized through this permit at their own risk.
3. The structures shown on the approved plan that were constructed without prior Division approval, have received a Notice of Violation from the Department and are being reviewed under a separate CAFRA permit, must be legalized or removed within 120 days of the date of this permit.
4. Any sand cleared from under the portions of boardwalk being repaired shall be clean and free of debris and shall be placed at the waterward toe of the dune area between 13th and 16th Avenues. In no circumstance shall the dune or existing beach elevation be lowered or excavated at any placement location.
5. Within the area between the boardwalk and the landward toe of the dune, the authorized work shall not result in reducing the existing elevation to the maximum extent practicable and in no case shall the elevation be lowered below the design elevation of (+) 6.5 feet NAVD88 of the U.S. Army Corps of Engineers (Corps) Hereford Inlet to Cape May Inlet (Wildwoods Beachfill) project.
6. As-builts of this project shall be provided to the Division of Land Resource Protection (DLRP) and the Office of Coastal Engineering (OCE) within 30 days of overall project completion.
 - a. All information shall be in State Plane NAD83 and NAVD88.

- i. Limits of the seaward face of the boardwalk, all ramps/stairs/walkways from the boardwalk out onto the beach, and all stormwater pipes under and seaward of the boardwalk shall be clearly delineated.
7. If the applicant proposes any modifications, especially those that expand the footprint of the boardwalk and/or shift the location of the stormwater infrastructure, these modifications shall be authorized by DLRP through an additional permit, and OCE should be provided the opportunity to review and provide comments at that time.
8. If the applicant proposes any modifications, especially those that expand the footprint of the boardwalk and/or shift the location of the stormwater infrastructure, these modifications shall be authorized by DLRP through an additional permit, and OCE should be provided the opportunity to review and provide comments at that time.
9. The applicant is reminded that on July 24, 2023, OCE noted that while they believed the likelihood was low, it was recommended that the applicant look into the need for a Section 408 consultation with USACE.
10. If activity of rare beach-nesting shorebird species (i.e. State- or federally listed threatened or endangered species, or migratory shorebird species of special concern), or a State-/Federally listed endangered beach plant population, is discovered at or near the permitted limit of disturbance, work and recreational use of the area shall cease until the Permittee has coordinated with, and guidance on habitat management practices can be issued by, the NJ Department of Environmental Protection and, potentially, the US Fish & Wildlife Service. Please note that this coordination may result in the need for the Permittee's adherence to provisions as necessary to protect this sensitive habitat (e.g., seasonal restriction on regulated activities). The Department reserves the right to suspend all regulated activities onsite should it be determined that the Permittee has not taken proper precautions to ensure continuous compliance with this condition.
11. The Permittee shall adhere to the provisions of the *City of North Wildwood Beach Management Plan For the Protection of Federally & State-Listed Species* (dated December 2018 unless superseded by the most current edition) adopted by the Borough and created in coordination with the United States Department of the Interior Fish & Wildlife Service New Jersey Field Office and the New Jersey Department of Environmental Protection Division of Fish and Wildlife Endangered and Nongame Species Program). Particular attention must be given to provisions within "Protected" and "Precautionary" Zones as well as "Plant Protection Strip" areas outlined within the Beach Management Plan. The Department reserves the right to suspend all regulated activities onsite should it be determined that the Permittee has not taken proper precautions to ensure continuous compliance with the provisions within this beach management plan.
12. The Department has determined that this project meets the requirements of the Stormwater Management rules at N.J.A.C. 7:8 without the use of any BMP's. Any future expansion or alteration of the approved site layout and/or land cover which would affect water quality, increase the rate or volume of stormwater leaving the site, or affect the infiltration capacity on the site, shall be reviewed and approved by the Department prior to construction.
13. Any new, reconstructed, enlarged, or elevated structure within a flood hazard area shall be secured to resist flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces from floodwaters.

14. 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 one foot above the flood hazard area design flood elevation. Furthermore, all structural components shall be designed to resist the same forces.
15. The regulated activity shall not expose unset or raw cement to flowing water within any channel or regulated water during construction.
16. All excavated material shall be disposed of in a lawful manner. The material shall be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
17. Upon completion of the project, all temporarily disturbed areas onsite shall be restored to original topography and replanted with indigenous, non-invasive vegetation.
18. All debris, wood, trash, and other loose materials shall be discarded and legally disposed of offsite. The applicant shall take special care that no debris enters or remains in the water.
19. Any additional development or other related construction will require either a permit modification or a new CAFRA permit depending on the size and scope of the proposed development as well as the activity status of the existing CAFRA.

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, including the possible need for a Section 408 consultation with the Corps.
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 CLU_tomsriver@dep.nj.gov 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 through the DEP Online

service. The uploaded documents will go directly into the Department's database, and staff will be notified that information has been received. The service can be found at:

<https://www.nj.gov/dep/landuse/epermit.html>.

APPROVED PLAN(S):

The drawing(s) hereby approved consist of 12 sheet(s) prepared by Van Note-Harvey, dated 7/10/23, last revised 2/14/24, unless otherwise noted, and entitled:

"REPLACEMENT OF BOARDWALK STORM SEWER IMPROVEMENTS & ACCESS STAIRS/RAMPS TO BOARDWALK & BEACH NORTH WILDWOOD CAPE MAY COUNTY, N.J."

"OVERALL PLAN EXISTING CONDITIONS FOR CAFRA PERMIT", Sheet No. 1, unrevised,
"PLANS FOR CAFRA PERMIT", Sheets No. 6- 11,
"PLANS FOR CAFRA PERMIT", Sheets No. 12-15, unrevised,
"DETAIL PLANS FOR: NORTH WILDWOOD BOARDWALK", Sheet No. 16, unrevised.

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 Administrative Hearings and Dispute Resolution, Attention: Adjudicatory Hearing Requests, Mail Code 401-07A, P.O. Box 420, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420. 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's Technical Support Call Center at (609) 777-0454.

Approved By:



Colleen Keller, Assistant Director
Watershed & Land Management

c: Municipal Clerk, North Wildwood City
Municipal Construction Official, North Wildwood City
Agent- Peter Lomax, The Lomax Consulting Group

W. Scott Jett

From: kip.lewarn@dep.nj.gov
Sent: Thursday, February 22, 2024 5:03 PM
To: plomax@lomaxconsulting.com; Nicholas Long; W. Scott Jett
Cc: kip.lewarn@dep.nj.gov; christian.zografos@dep.nj.gov; colleen.keller@dep.nj.gov
Subject: EXTERNALLU eSubmission Final Decision... PI #:0500-07-0006.6 - NORTH WILDWOOD CITY@BOARDWALK REPLACEMENT - LUP230001
Attachments: DEP Land Use Approval.pdf

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.

PROGRAM INTEREST ID: 0500-07-0006.6 PROJECT NAME: NORTH WILDWOOD CITY@BOARDWALK REPLACEMENT ACTIVITY NUMBER: LUP230001 DO NOT REPLY TO THIS EMAIL Attached you will find a copy of your approved Land Resource Protection document.

You must have a PDF file reader to open. Please print and save a copy of your Land Resource Protection document for your records. If you are unable to retrieve the attached file(s), or have any questions, please contact: Kip Le Warn, kip.lewarn@dep.nj.gov or by phone at (609)777-0454. Please note that approved plan(s) with NJDEP stamp will be emailed shortly if not included in this message. _____

COVER SHEET FOR PLANS ACCOMPANYING CAFRA IP REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESS STAIRS/RAMPS TO BOARDWALK & BEACH



VARIOUS STREETS CITY OF NORTH WILDWOOD CAPE MAY COUNTY, N.J.

INDEX OF SHEETS:

SHEET NO. 1	COVER SHEET
SHEET NO. 2	OVERALL EXISTING CONDITIONS SHEET
SHEET NO. 3	EXISTING CONDITIONS PLAN FOR: BOARDWALK FROM 26TH AVE TO 23RD AVE
SHEET NO. 4	EXISTING CONDITIONS PLAN FOR: BOARDWALK FROM 22ND AVE TO 19TH AVE
SHEET NO. 5	EXISTING CONDITIONS PLAN FOR: BOARDWALK FROM 18TH AVE TO 16TH AVE
SHEET NO. 5.01	TYPICAL EXISTING BOARDWALK PLAN & SECTION VIEW
SHEET NO. 6	CAFRA PLANS FOR PERMIT STA: 1+00 TO 5+50
SHEET NO. 7	CAFRA PLANS FOR PERMIT STA: 5+50 TO 10+50
SHEET NO. 8	CAFRA PLANS FOR PERMIT STA: 10+50 TO 15+50
SHEET NO. 9	CAFRA PLANS FOR PERMIT STA: 15+50 TO 20+00
SHEET NO. 10	CAFRA PLANS FOR PERMIT STA: 20+00 TO 24+00
SHEET NO. 11	CAFRA PLANS FOR PERMIT STA: 24+00 TO 30+25
SHEET NO. 12	CAFRA PLANS FOR PERMIT STA: 1+00 TO 5+50
SHEET NO. 13	CAFRA PLANS FOR PERMIT STA: 5+50 TO 15+50
SHEET NO. 14	CAFRA PLANS FOR PERMIT STA: 15+50 TO 24+00
SHEET NO. 15	CAFRA PLANS FOR PERMIT STA: 24+00 TO 28+70
SHEET NO. 16	DETAIL SHEET

UTILITY CONTACT INFORMATION

ATLANTIC CITY ELECTRIC COMPANY
430 ROUTE 9 NORTH
CAPE MAY COURT HOUSE, N.J. 08210
CONTACT: MR. OLIVIERO, TELEPHONE: (800) 842-3780

VERIZON NJ ENGINEERING DEPARTMENT
10 TAYLOR ROAD, FLOOR 2
BURLINGAME, N.J. 08009
CONTACT: MR. DOUGLAS C. WEBB, TELEPHONE: (856) 308-8611

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
ROUTE 108 P.O. BOX 108
CAPE MAY COURT HOUSE, N.J. 08210
CONTACT: MR. THOMAS LAROCHE, TELEPHONE: (856) 485-9025

NORTH WILDWOOD SEWER DEPARTMENT
311 WEST OAK AVENUE
NORTH WILDWOOD, N.J. 08220
CONTACT: MR. DOUGLAS HORSBERG, SPP SUPERINTENDENT, TELEPHONE: (856) 322-4646

WILDWOOD WATER UTILITY
3105 NEW AERIE AVENUE
WILDWOOD, N.J. 08260
CONTACT: MR. MICHAEL MONTYRE, P.E. EXECUTIVE DIRECTOR, TELEPHONE: (856) 846-0800

COMCAST CABLE
801 W. 11TH AVENUE
ASBURY PARK, N.J. 08001
CONTACT: MR. BOB MAYHEW, TELEPHONE: (856) 877-7332

SOUTHERN GAS COMPANY
1100 ROUTE 108 NORTH
CAPE MAY COURT HOUSE, N.J. 08210
CONTACT: MR. MIKE WINTON, TELEPHONE: (856) 485-2900

NOTE:
ATTENTION IS CALLED TO THE FACT THE CITY OF NORTH WILDWOOD IS A BAYVIEW BEACH COMMUNITY WITH EXTENSIVELY SHALLOW AROUND WATER TABLE AND POOR SOIL CONDITIONS. PERMITTING WILL BE REQUIRED FOR ALL IMPROVEMENTS AND THERE IS NO SEPARATE PAYMENT FOR DISSEMINATING. SUBJECT WILL BE DISSEMINATED IF AND WHEN DIRECTED BY THE ENGINEER AND AT THE ENGINEER'S SOLE DISCRETION. PAYMENT FOR SUBJECT WILL WHEN AUTHORIZED WILL BE MADE UNDER THE SUBJECT P.E. PAY FEE. CONTRACTOR WILL NOT BE PERMITTED TO WORK WITHOUT PROPERLY AND SATISFACTORILY DISSEMINATING THE CONTRACTOR MUST TAKE ALL NECESSARY STEPS TO DISSEMINATE THE SITE AND TO PROTECT THE VARIOUS UTILITIES THAT MUST REMAIN IN OPERATION AT ALL TIMES. THERE IS NO SEPARATE PAYMENT FOR REPAIRS PLUMBING OF EXISTING SEWERS WHICH WILL BE DISSEMINATED.

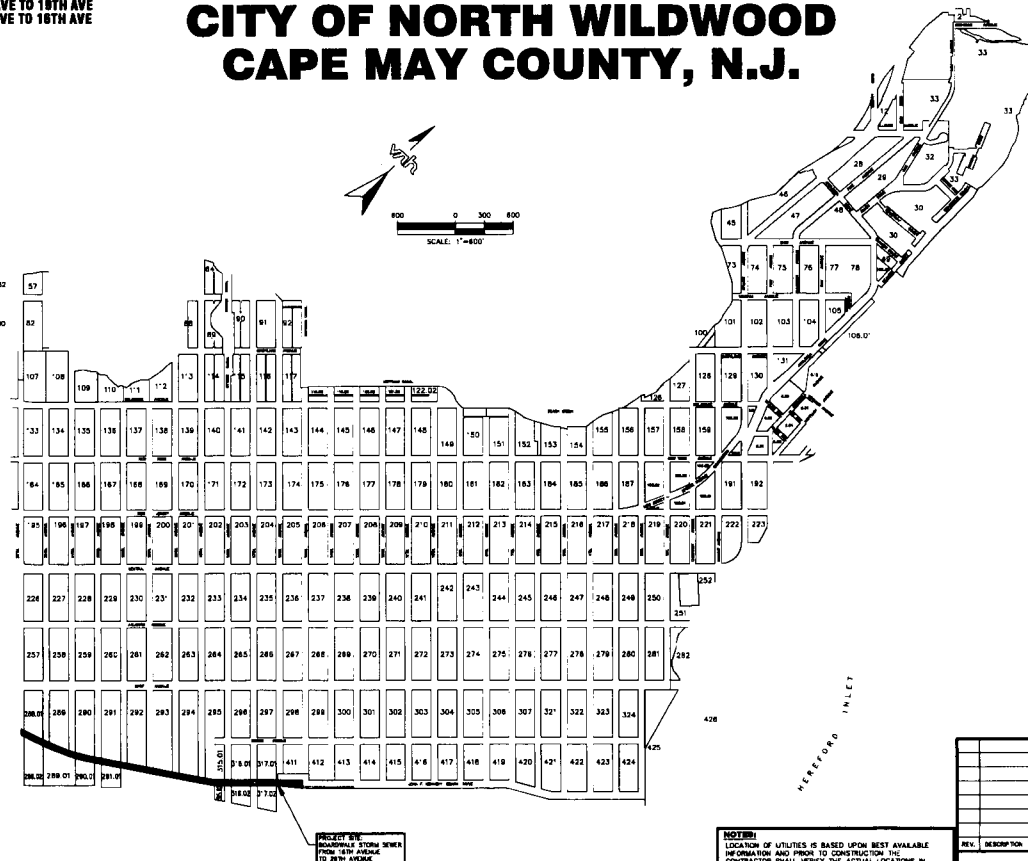
CITY OF NORTH WILDWOOD

PATRICK ROSENELLO
SALVATORE ZAMPARRI

MAYOR
**PRESIDENT OF COUNCIL/
COUNCILMAN AT LARGE**

EDWIN KOEHLER
KELLYANN TOLOMEO
MARGARET BISHOP
DAVID DEL CONTE
JAMES KANE
JOSEPH RULLO

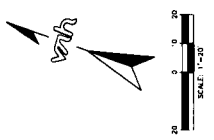
COUNCILMAN
COUNCILWOMAN
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN



NOTES:
LOCATION OF UTILITIES IS BASED UPON BEST AVAILABLE INFORMATION AND PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE ACTUAL LOCATIONS IN THE FIELD. THE ALL OF WHICH SHALL BE BY TELEPHONIC GARDEN STATE UNDERGROUND PLAN LOCATION SERVICE AT 1-800-372-1000

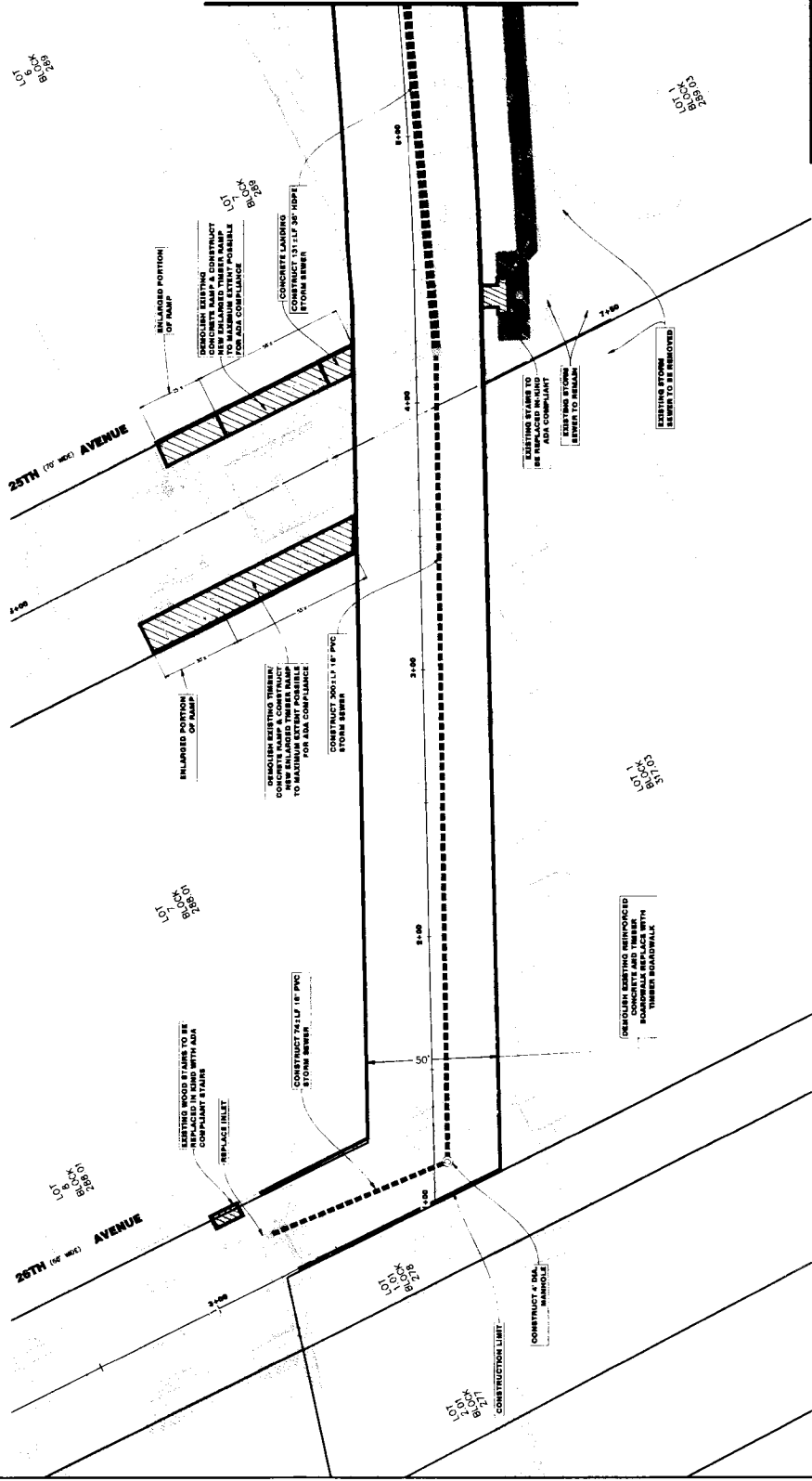
DATUM: NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF 1988

van note-harvey division of personnel 183 College Road East • Princeton, NJ 08540 • 609-951-2223 211 Broadway Drive • Cape May Court House, NJ 08214 • 856-485-2888 www.vannoteharvey.com Certificate of Authorization No. 000012810000		
OVERALL PLAN EXISTING CONDITIONS FOR CAFRA PERMIT: REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESS STAIRS/RAMPS TO BOARDWALK & BEACH NORTH WILDWOOD CAPE MAY COUNTY, N.J.		
REV. DESCRIPTION DATE 07/19/2023 RALPH PETRELLA, JR. N.J. PROFESSIONAL ENGINEER & LAND SURVEYOR (E) 02326	DRAWN BY: AZZ DATE: 07/19/23 CHECKED BY: J/MP FIELD IN: PAGE ORDER NO.: 4000-21 FILE NO.: SHEET NO.: 1	



LOT 6004
8000
2000

MATCHLINE STATION 5+50



LOT 6004
8000
2000

LOT 6004
8000
2000

VEN MOLE-HARVEY
Division of Planning
1000 Morris Avenue, Suite 1000, Newark, NJ 07102
201-596-1234
www.venmole-harvey.com

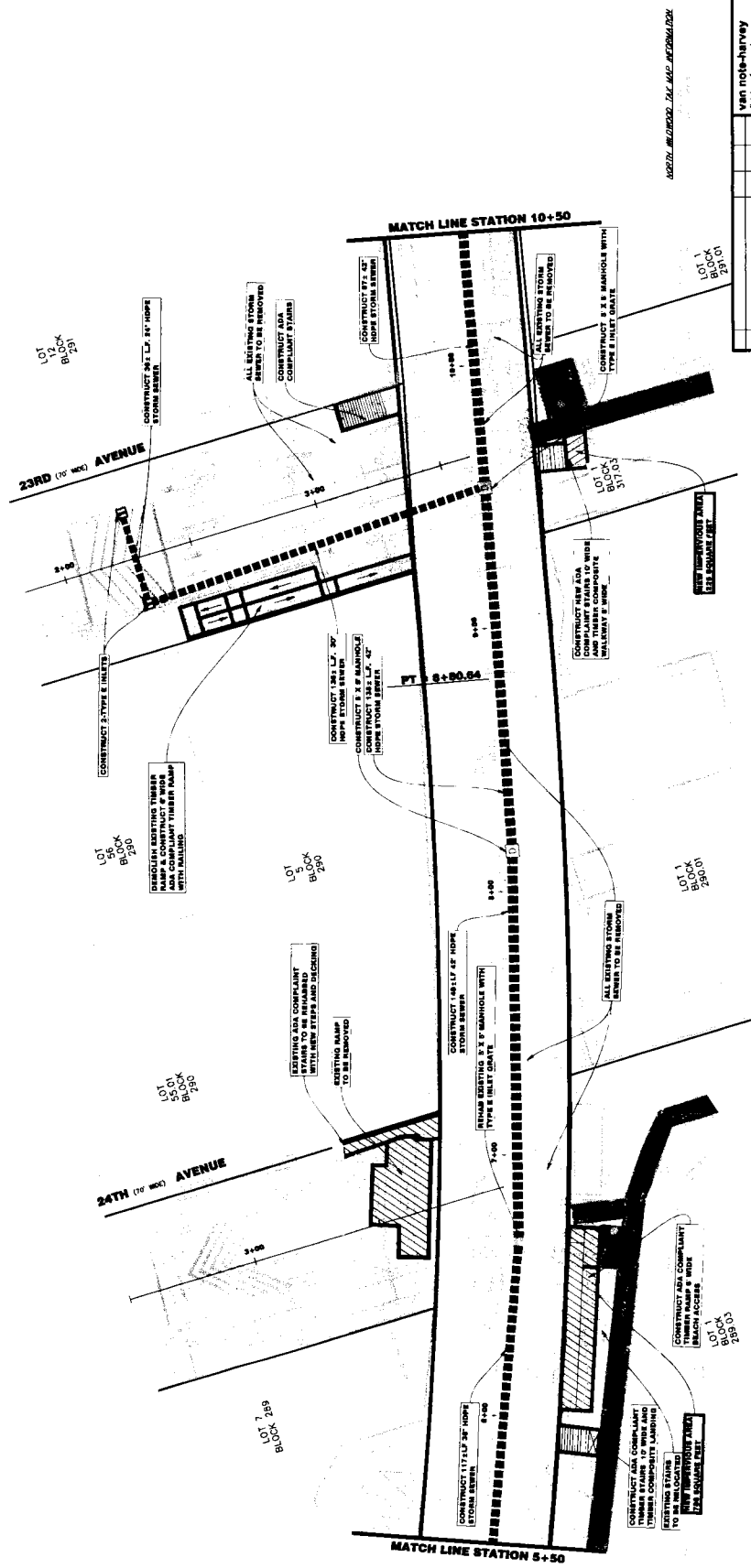
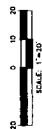
REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESSIBLE WALKWAY TO BOARDWALK & BEACH
NORTH WILWOOD
CARLISLE TOWNSHIP, NJ
CARE MAY COUNTY, N.J.

PLANS FOR CARLISLE PERMIT
DATE: 07/11/2023
DRAWN BY: RALPH PETREI
CHECKED BY: RALPH PETREI
DATE: 07/11/2023

NO.	DESCRIPTION	DATE	BY
1	REVISED	07/11/2023	RALPH PETREI
2	REVISED	07/11/2023	RALPH PETREI
3	REVISED	07/11/2023	RALPH PETREI
4	REVISED	07/11/2023	RALPH PETREI
5	REVISED	07/11/2023	RALPH PETREI
6	REVISED	07/11/2023	RALPH PETREI
7	REVISED	07/11/2023	RALPH PETREI
8	REVISED	07/11/2023	RALPH PETREI
9	REVISED	07/11/2023	RALPH PETREI
10	REVISED	07/11/2023	RALPH PETREI

RALPH PETREI
Principal Engineer
VEN MOLE-HARVEY
1000 Morris Avenue, Suite 1000, Newark, NJ 07102
201-596-1234
www.venmole-harvey.com

NOTES: 1. ITEMS UNDER REVIEW IN SEPARATE PERMIT APPLICATION.



NORTH: MATCH THE MAP INFORMATION

Van Notis-Harvey
Division of Professional Services
271 Main Street • Suite 200 • North Wilford, NJ 07069
www.van-notis-harvey.com

PLANS FOR CADA PERMIT:
REPLACEMENT OF BOARDWALK, STORM SEWER, AND ACCESS STAIRS/WALKS TO BOARDWALK & BEACH
NORTH WILWOOD
CAPE MAY COUNTY, NJ

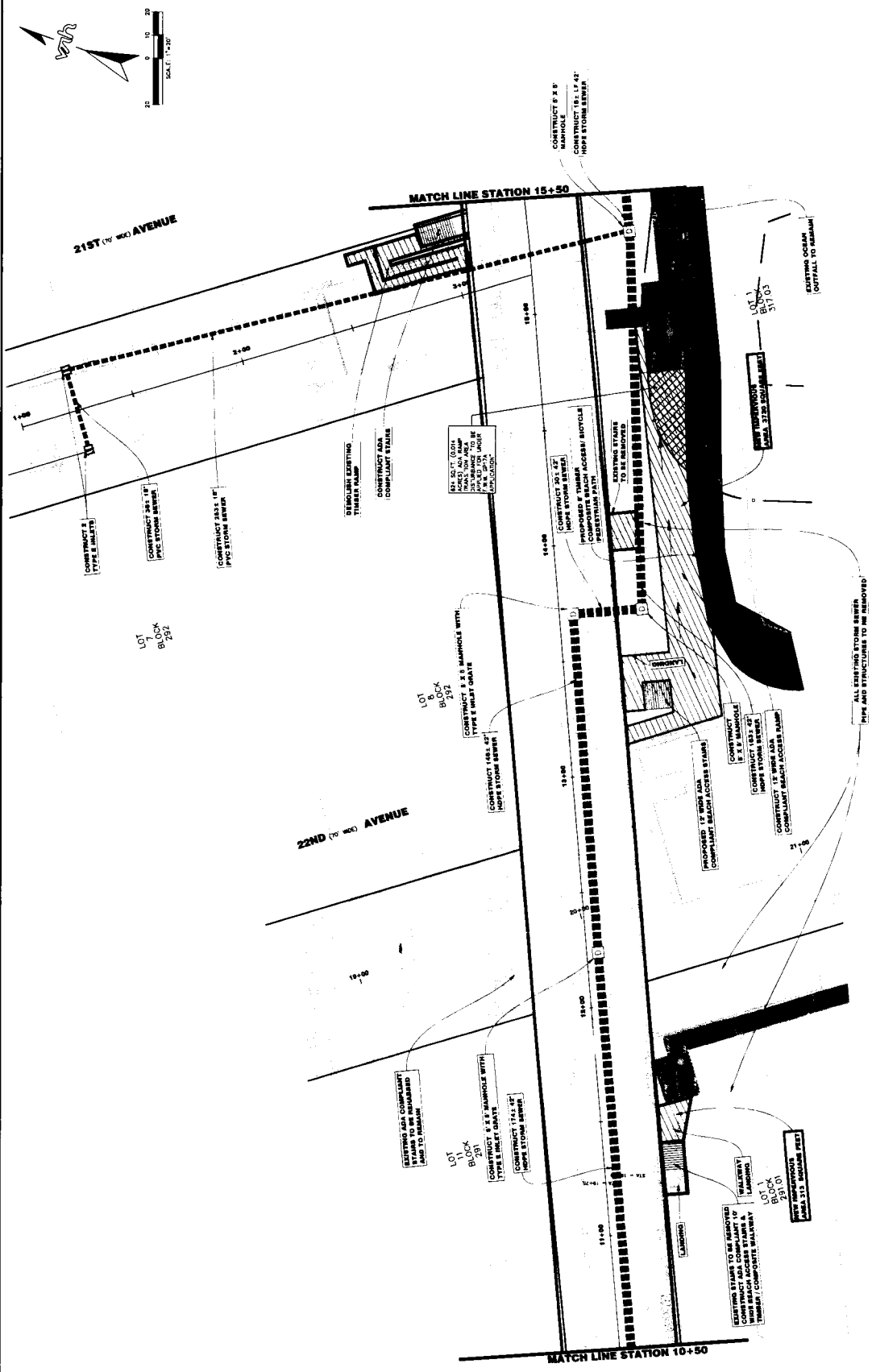
DATE OF PLAN: 02/22/24
DATE OF PERMIT: 02/22/24
DATE OF REVIEW: 02/22/24
DATE OF APPROVAL: 02/22/24

NO.	DESCRIPTION	DATE	BY	CHKD BY
1	ASDC CONSTRUCTION	2/27/24	BM	BM
2	100% DESIGN	2/27/24	BM	BM
3	100% DESIGN	2/27/24	ALP	ALP
4	100% DESIGN	2/27/24	ALP	ALP

CHAMP BY: **DATE:** 02/22/24
CHAMP BY: **DATE:** 02/22/24
CHAMP BY: **DATE:** 02/22/24

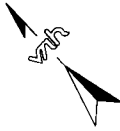
ALL EXISTING STONE SEWERS TO BE REMOVED

CONSTRUCT 18\"/>

[illegible]



THE N.J. BOARD OF SURVEYORS
JULY 1, 2024
DATE
2024
COUNTY OF MIDDLESEX
PROJECT NO. 2024-0001
REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESS STAIRS TO BOARDWALK BEACH NORTH WILWOOD CAFE MAY COUNTY, N.J.



SCALE 1"=20'

20TH AVENUE

LOT 15
BLOCK 294

CONSTRUCT STORM SEWER & STORM MANHOLE
36" L.P. STORM SEWER
36" L.P. STORM MANHOLE
10' DEPTH

EXISTING ADA COMPLIANT TIMBER WALKWAY
TO BE REPLACED WITH NEW CONCRETE
WALKWAY

7' X 3' SFT (6"
WALKWAY)
WALKWAY TO BE
REPLACED WITH
NEW ADA COMPLIANT
WALKWAY
WALKWAY TO BE
REPLACED WITH
NEW ADA COMPLIANT
WALKWAY

LOT 16
BLOCK 293

MATCH LINE STA. 20+0

MATCH LINE STA. 15+50

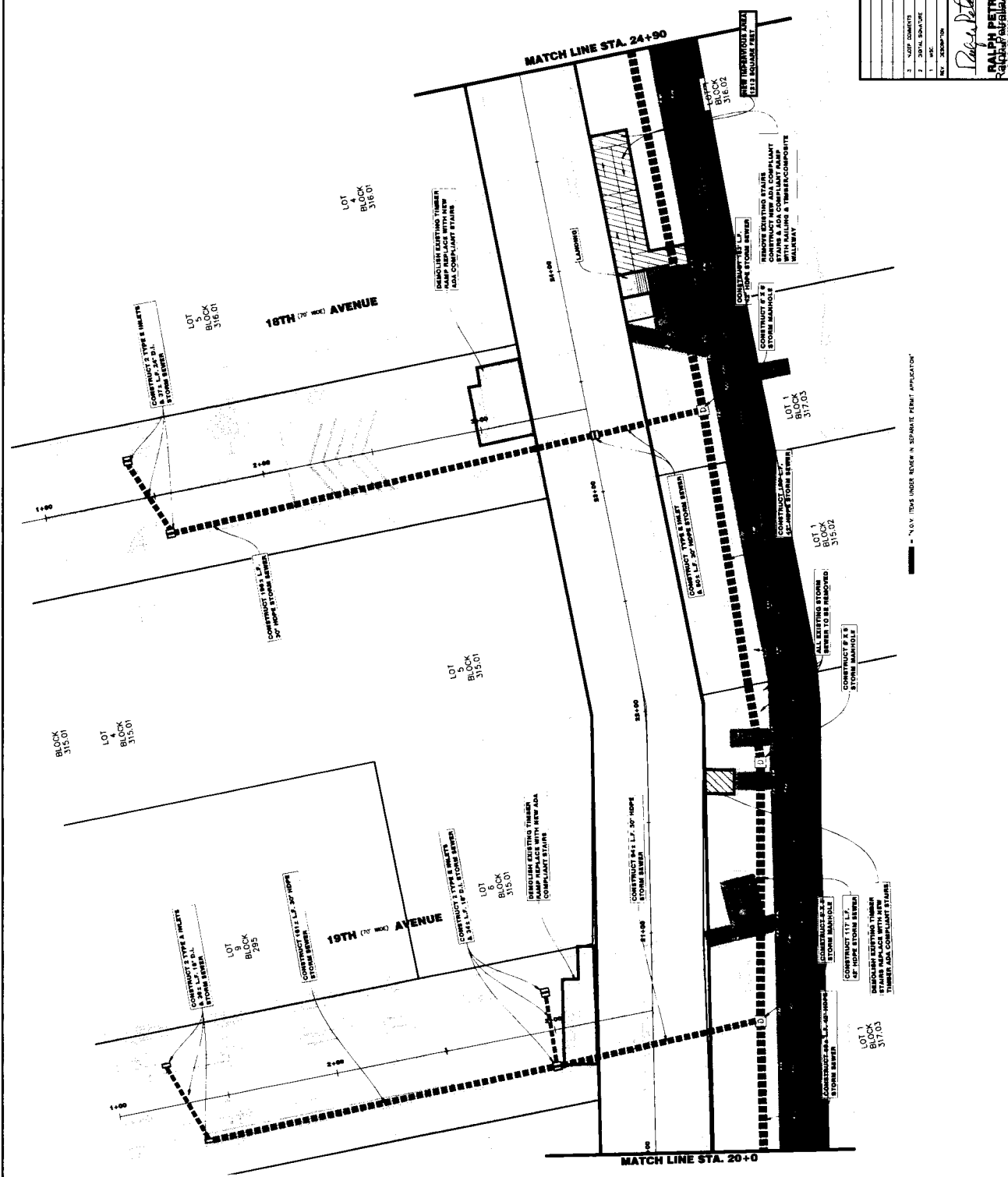
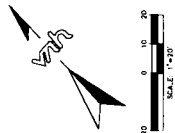
NORTH WILWOOD CAFE MAP INFORMATION
SHEET NO. 1
4 OF 4

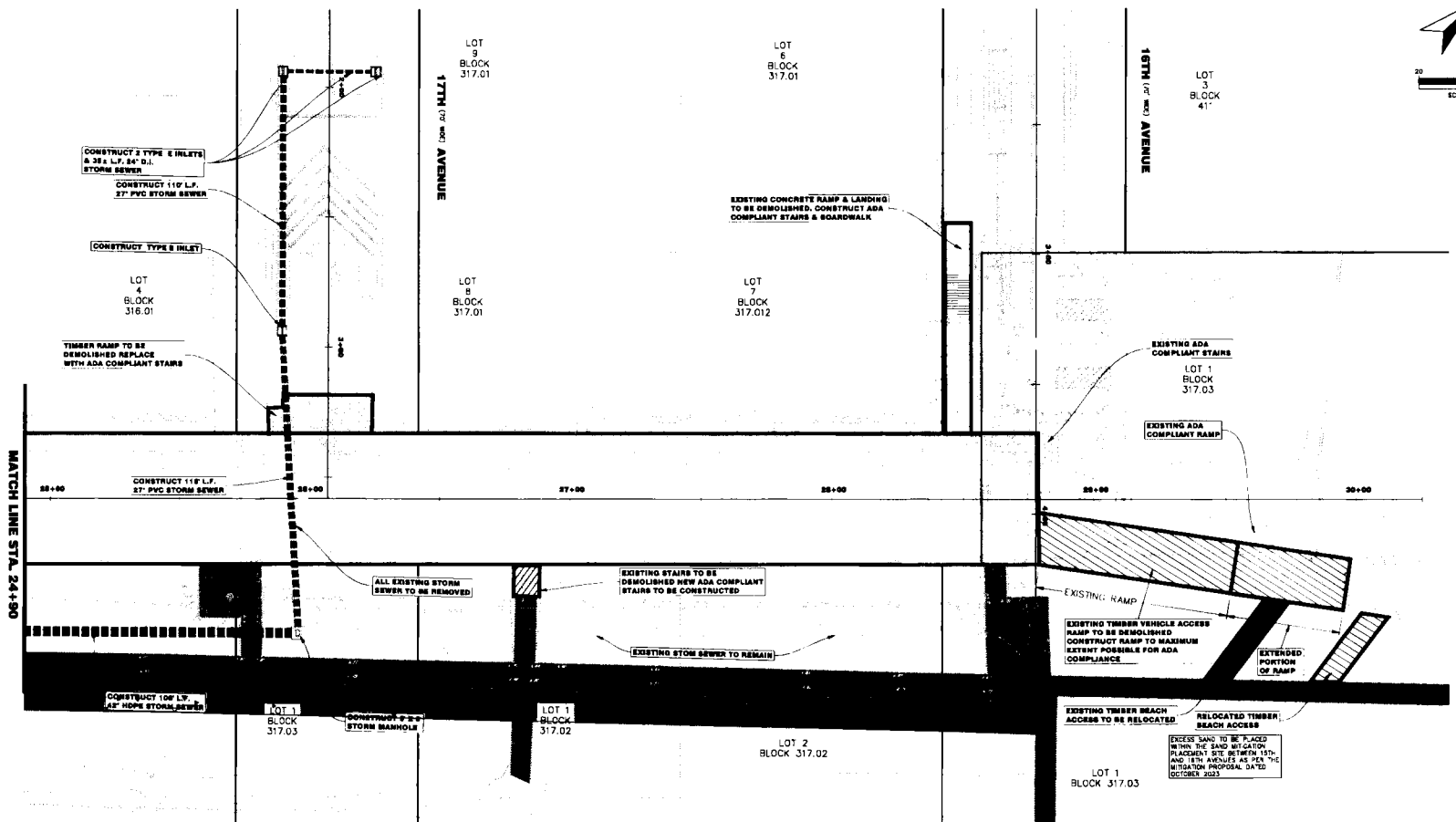
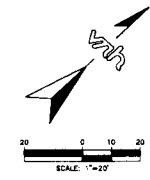
WIN NOL-HARVEY ASSOCIATES, INC.
Professional Engineers, Planners & Land Surveyors
101 North 1st Street, Suite 200
North Wilwood, NJ 07071
www.win-nol-harvey.com

PLANS FOR CACRA PERMIT
REPLACEMENT OF BOARDWALK,
STORM SEWER IMPROVEMENTS &
ACCESS STAIRS TO
BOARDWALK BEACH
NORTH WILWOOD
CAFE MAY COUNTY, N.J.

DATE: 07/10/2023
BY: RALPH PETREI
CHECKED BY: [Signature]
DATE: 07/10/2023

DATE: 07/10/2023
BY: RALPH PETREI
CHECKED BY: [Signature]
DATE: 07/10/2023

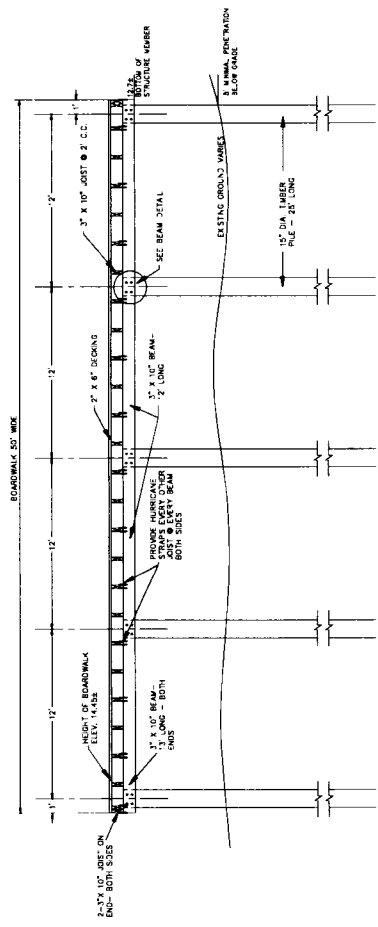
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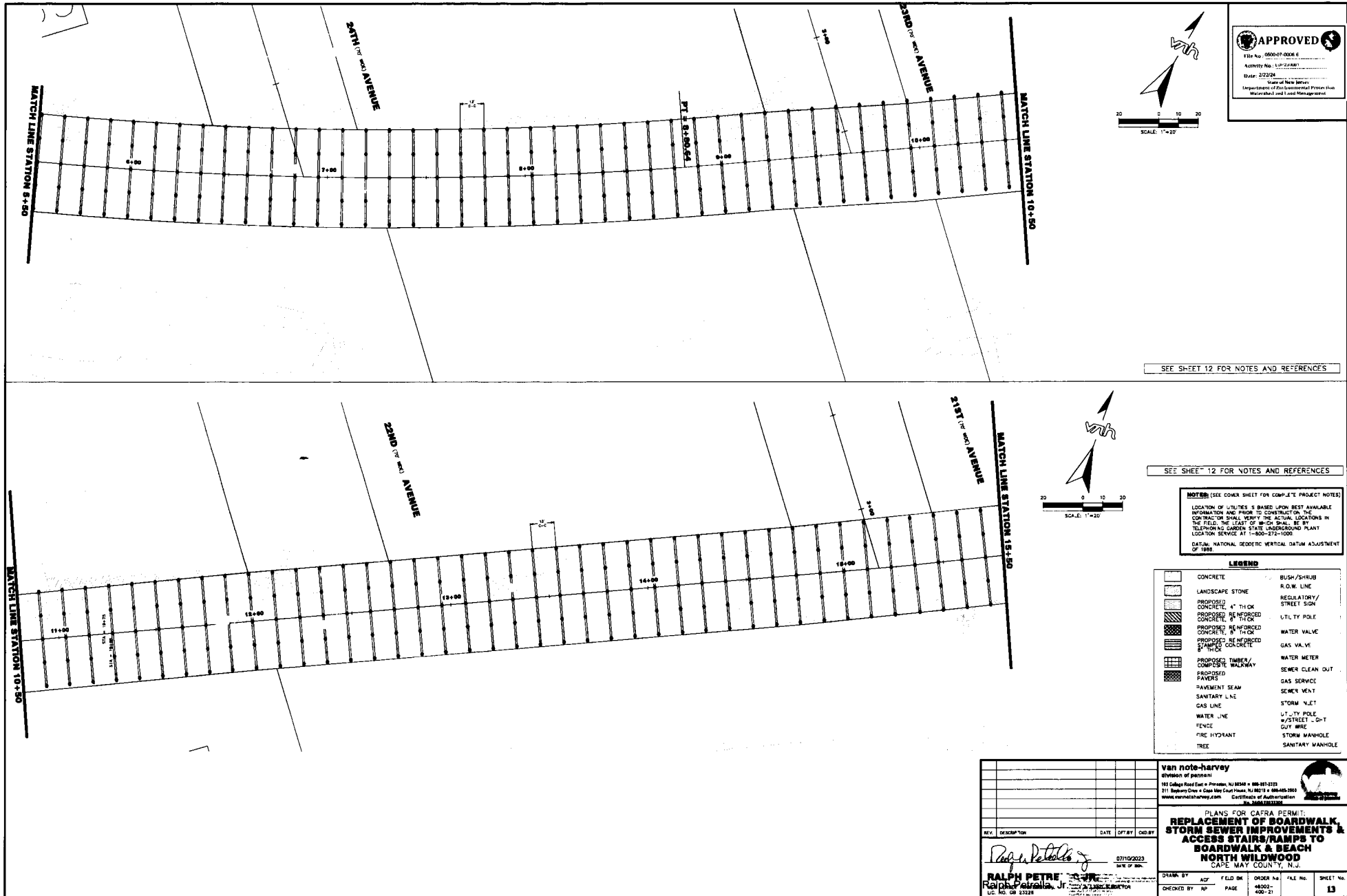


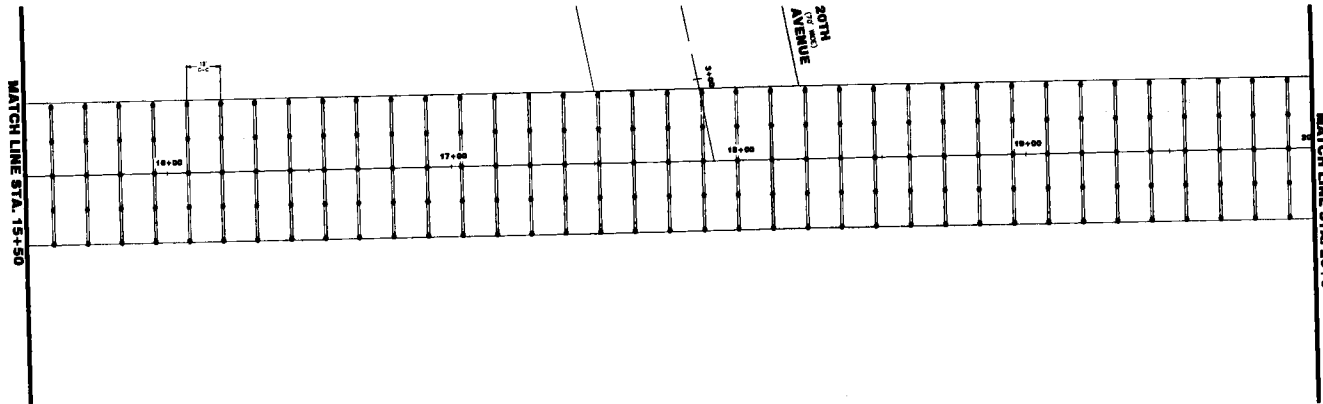
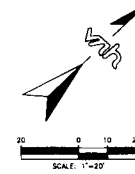
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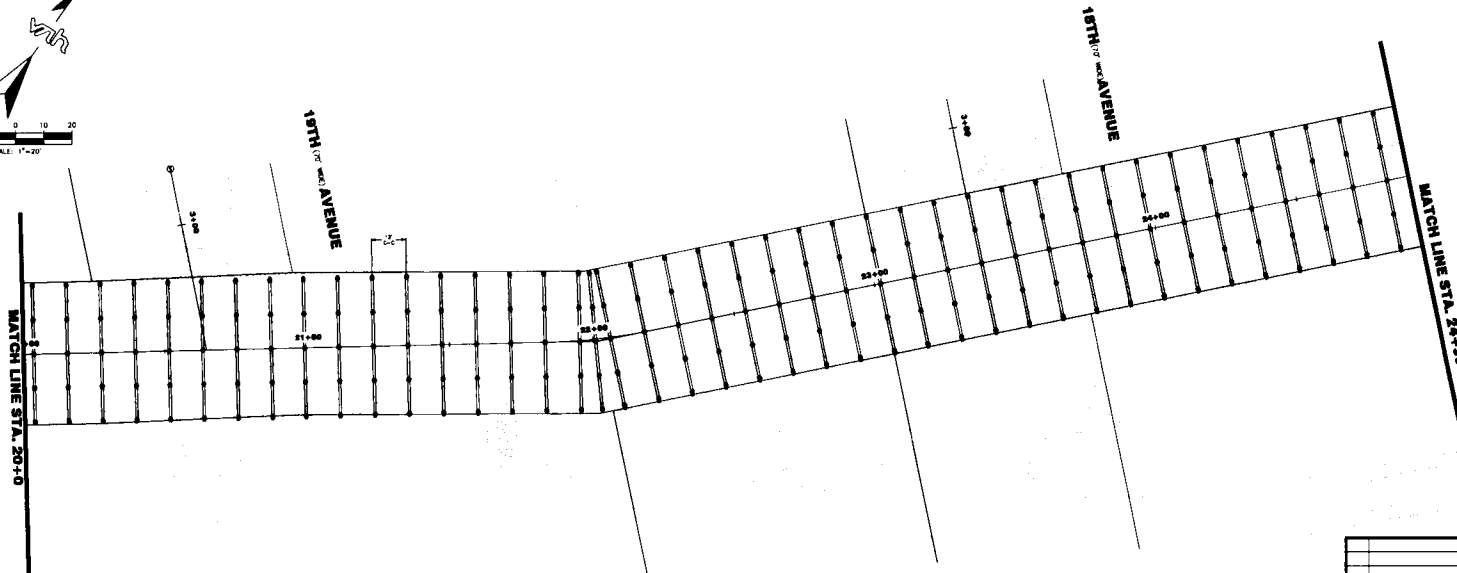
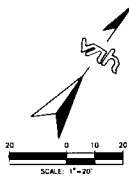
van note-harvey division of pennoni 101 College Road East • Princeton, NJ 08540 • 609-407-0333 211 Ridgely Drive • Cape May Court House, NJ 08210 • 856-465-2003 www.vannoteharvey.com		
PLANS FOR CAIPA PERMIT: REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESS STAIRS/RAMPS TO BOARDWALK & BEACH NORTH WILDWOOD CAPE MAY COUNTY, N.J.		
3. ALL PERMITS 2. DIGITAL SIGNATURE 1. WAC REV. DESCRIPTION DATE DATE DATE	1/14/24 1/14/24 1/14/24 DATE	RHP RHP A.C.P. DESIGNED BY CHECKED BY
RALPH PETRELLA, JR. P.E. 0710/0203 DATE OF MAP		ORDER No. 45002-450-31 SHEET No. 11







SEE SHEET 12 FOR NOTES AND REFERENCES



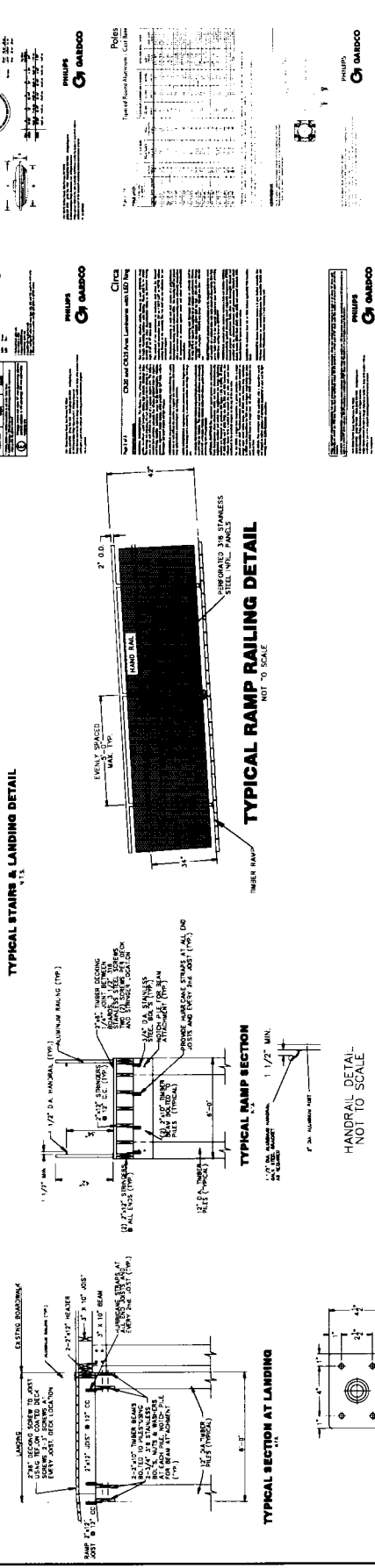
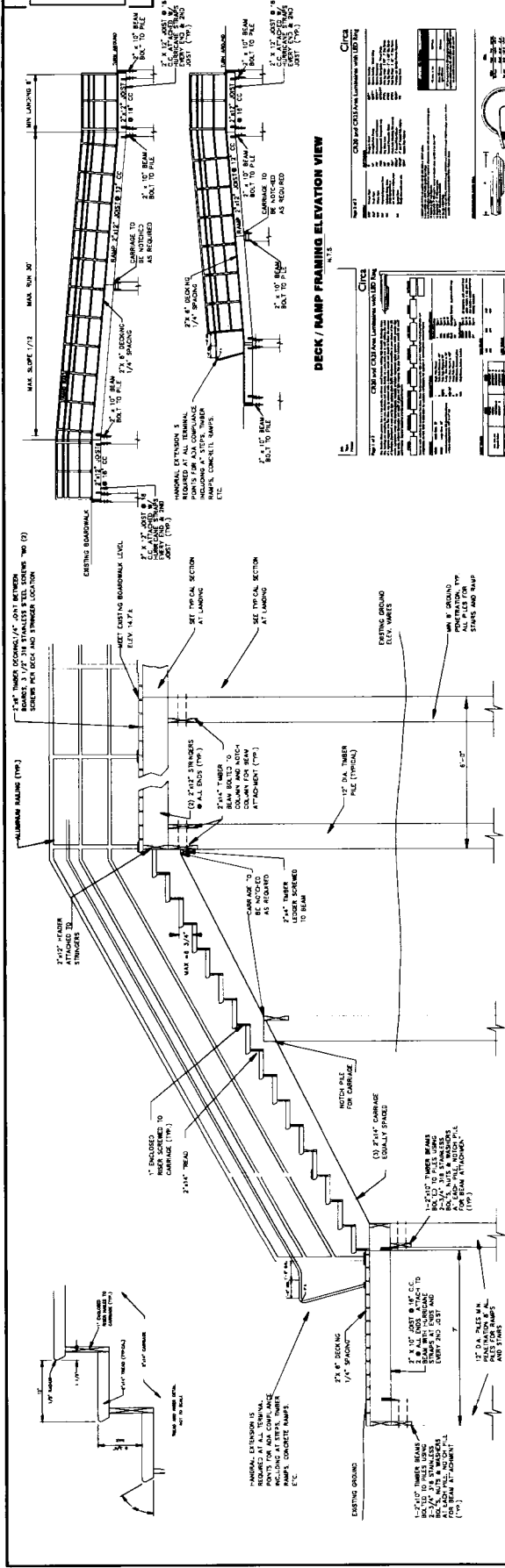
SEE SHEET 12 FOR NOTES AND REFERENCES

NOTES: (SEE COVER SHEET FOR COMPLETE PROJECT NOTES)
LOCATION OF UTILITIES IS BASED UPON BEST AVAILABLE INFORMATION AND PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY THE ACTUAL LOCATIONS IN THE FIELD. THE LEAST OF WHICH SHALL BE BY TELEPHONING GARDEN STATE UNDERGROUND PLANT LOCATION SERVICE AT 1-800-975-1000.
DATUM: NATIONAL GEODETIC VERTICAL DATUM ADJUSTMENT OF '88

LEGEND	
CONCRETE	REGULATORY/ STREET SIGN
LANDSCAPE STONE	UTILITY POLE
PAYEMENT SEAM	WATER VALVE
SANITARY LINE	GAS VALVE
GAS LINE	WATER METER
WATER LINE	SEWER CLEAN OUT
FENCE	GAS SERVICE
FIRE HYDRANT	SEWER VENT
TREE	STORM INLET
SANITARY MANHOLE	UTILITY POLE w/STREET LIGHT
STORM MANHOLE	UTILITY POLE
BUSH/SH-RUB	OLY WIRE
R.O.W. LINE	

NORTH WILDWOOD TAX MAP INFORMATION
SHEET 14.1
S. 11, 12, 24. #1

<table><tr><td>REV</td><td>DESCRIPTION</td><td>DATE</td><td>DRN BY</td><td>CHK BY</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>				REV	DESCRIPTION	DATE	DRN BY	CHK BY																					van note-harvey division of planning 180 College Road East • Princeton, NJ 08540 • 609-987-2322 211 Oakbury Drive • Cape May Court House, NJ 08218 • 609-465-3800 www.vannoteharvey.com Certificate of Authorization No. 00042001000	
REV	DESCRIPTION	DATE	DRN BY	CHK BY																										
 RALPH PETRE, JR. CITY & LAND ENGINEER LIC. NO. 28 23224				PLANS FOR CAPRA PERMIT: REPLACEMENT OF BOARDWALK, STORM SEWER IMPROVEMENTS & ACCESS STAIRS/RAMPS TO BOARDWALK & BEACH NORTH WILDWOOD CAPE MAY COUNTY, N.J.																										
DRAWN BY: ACF		FIELD BK: PAGE		FILE NO: 48002-480-25																										
CHECKED BY: 6P		ORDER NO: 48002-480-25		SHEET NO: 14																										



van nola-harvey
 Division of Planning
 211 Market Street, 10th Floor
 Newark, NJ 07102
 (973) 261-1000
 www.vannola-harvey.com

DETAILS FOR:
NORTH WILDWOOD BOARDWALK
NORTH WILDWOOD
CAPE MAY COUNTY, N.J.

DATE: 2/22/04
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN
 SHEET NO. 16

NOTES:
 1. ALL MATERIALS SHALL BE SECURED TO CONCRETE PORTIONS OF NEW RAMP WITH APPROVED CONCRETE ANCHORS.
 2. ALL MATERIALS SHALL BE SECURED TO CONCRETE PORTIONS OF EXISTING BOARDWALK WITH APPROVED CONCRETE ANCHORS.
 3. ALL MATERIALS SHALL BE SECURED TO CONCRETE PORTIONS OF EXISTING BOARDWALK WITH APPROVED CONCRETE ANCHORS.



State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
DISASTER RECOVERY AND MITIGATION

101 SOUTH BROAD STREET
PO Box 823
TRENTON, NJ 08625-0823

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

JACQUELYN A. SUÁREZ
Acting Commissioner

February 23, 2024

Mayor Patrick T. Rosenello
City of North Wildwood
901 Atlantic Avenue,
North Wildwood, New Jersey 08260

via email only: prosenello@northwildwood.com

Dear Mayor Rosenello,

Congratulations! On behalf of Governor Philip D. Murphy and the New Jersey Department of Community Affairs (DCA), Division of Disaster Recovery and Mitigation, I am pleased to inform you that your application to the Boardwalk Preservation Fund has been approved. The City of North Wildwood's application for grant funding under the New Jersey Boardwalk Preservation Fund has been recommended to receive an award of \$10,259,827.

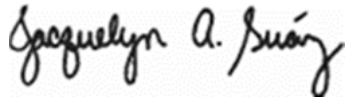
You are required to scope and scale the project based on the award amount. We have attached a revised budget template and a budget addendum with a non-exclusive list of eligible expenditures for your project. Please fill out the documents and return them to us by March 15, 2024. Your submission should be made via email to DRM.BPFApplication@dca.nj.gov. The budget template and budget addendum will be incorporated in your sub-recipient agreement. The Division of Disaster Recovery and Mitigation will contact you to draft and finalize the sub-recipient agreement upon receipt of the revised budget. Funds will be eligible for disbursement upon finalization of the sub-recipient agreement.

In the coming days you will receive an invitation to join a kick-off meeting with all Boardwalk Preservation Fund recipients. If you have any questions regarding this funding, please do not hesitate to contact the DCA's Division of Disaster Recovery and Mitigation via email at DRM.BPFApplication@dca.nj.gov.

Should you be interested in below market rate financing for the cost of the project not covered by the Boardwalk Preservation Fund, DCA would refer you to the New Jersey Infrastructure Bank (I-Bank). In partnership with NJDOT, the I-Bank co-administers the New Jersey Transportation Bank which receives annual funds from the State's Transportation Trust Fund. The Transportation Bank offers local government units below market rate loans which, because of its discounted interest rates, can save participating borrowers 20-25% of the cost of their project (additional grant-like savings). The Transportation Bank offers short-term financing for engineering and construction costs and legal fees at rates that are typically 1% below the average BAN rate and offers long-term financing upon construction completion for up to 31 years at a blended interest rate of 50% at zero percent and 50% at the market's AAA rate. Please contact Melinda Roslon, I-Bank Project Manager, at 609-219-6584 if you have interest or questions.

Once again, congratulations on your successful application. We look forward to the positive impact your project will have on your community.

Sincerely,

A handwritten signature in black ink, reading "Jacquelyn A. Suarez". The signature is written in a cursive, flowing style.

Jacquelyn A. Suarez
Acting Commissioner



City of North Wildwood Special Event Application Form

Name of Event: St. Patrick's Day Celebration
Date of Event: Sat 3-16-24 Date of Application: Wed 2-14-24

Type of Event (check one)

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

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

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

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

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

SECTION 1 – ORGANIZATION INFORMATION

- 1) Name of Organization: N. Wildwood Recreation & Tourism
2) Address of Organization: 900 Central Ave N. Wildwood
3) Purpose of Organization: Promote Recreation & Tourism
4) How many members are in your organization: 10+
5) Is your organization tax exempt: (please circle) YES NO Is this a non-profit event YES NO
6) NJ Registered Charitable Organization#: _____ Tax ID#: _____

SECTION 1 – ORGANIZATION INFORMATION CONT

1) Organizer Contact Information:

Name of Event Chairperson / Organizer <u>Steve Deteray</u>	
Title <u>Asst. Superintendent / Director</u>	Cell Phone <u>609 780 7532</u>
Address / City / State / Zip	
Email	

Name of Event Chairperson / Organizer <u>Brick Hays</u>	
Title <u>Superintendent</u>	Cell Phone <u>609 374-1124</u>
Address / City / State / Zip	
Email	

SECTION 2 – APPLICATION AUTHORIZATION

I, Steve Deteray, the undersigned state that I am the duly
Name of Applicant

authorized representative of the NW Rec & Tourism Dept.
Name of Organization

in addition, the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated when so granted.

Applicant Signature

Date

2-14-24

SECTION 3 – EVENT INFORMATION

- 1) Official Name of Event: St. Patrick's Day Celebration
- 2) Location of Event (please list city venue requirements by day/date): City Hall steps to Front area turns off Central Ave to proceed North
- 3) Describe Event Activities: Mass @ 10am ; Ceremony @ 12pm Parade Mass

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

5) If yes, describe in detail: _____

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

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

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

C) Designated Hours for open display of alcohol: _____

D) Designated Location of open display of alcohol: _____

E) Other Conditions: _____

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

8) Rain Date or Delayed Starting Time: No rain date ; will move inside

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

	1 st Day	2 nd Day	3 rd Day	4 th Day
Day of the Week (SU,M,TU,W,TH,F,SA)	Sat			
Date (MM/DD/YY)	3-16-24			
Set-Up (00:00AM/PM)	11am			
Event Starts (00:00 AM/PM)	12pm			
Event Ends (00:00 AM/PM)	1pm			
Clean-Up (00:00 AM/PM)	1pm			

SECTION 3 – EVENT INFORMATION CONTINUE

10) Will the event require site to remain in place overnight, or will the site be broken down each night (partially or completely) Explain: _____

NO

11) Describe how you plan to provide security for the event: _____

MLPD

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

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

Company Name: _____

Address: _____

City/ST/Zip: _____

Contact Person: _____

Phone: _____

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

ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

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

SECTION 4 – INSURANCE REQUIREMENTS

1) Name of Insurance Company: _____

JIF/ MEL

Policy Number: _____

Limits of Liability: _____

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

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

PARADE / PROCESSION / CAR SHOW

- 1) Proposed Parade Route (include turn-by-turn directions): See Map
- 2) Starting Location & Ending Location (identify on site-plan): _____
- 3) Assembly Area & Disbanding Area (identify on site-plan): _____
- 4) Location of Reviewing/Judging Stands & Bleachers (identify on site-plan): None
- 5) Number of Participants: 300+ Number of Spectators: 250+ Number of Animals: 1
- 6) Number of Bands / Musical Units: 4-6 Number of Floats: 2-5
- 7) Number of Cars / Trucks: 10-20 (Certain height restrictions may apply due to overhead wires)
- 8) Number of Buses: 1-2 Will you require Off-Site Bus Parking? ☒ YES ☐ NO
- 9) If yes, how much Off-Site Parking will you need: Municipal Lot on
- 10) Is Bollard Removal Required? YES ☐ NO ☒
- Bollard Location: _____
- 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.

Name of Parade Marshall / Coordinator <u>Steve Deberry</u>	
Title	Cell Phone <u>609 780-7532</u>
Address / City / State / Zip	
Email	

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

Chief John Stevens - Genl Marshall

PUBLIC WORKS

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

Is the event organization ordering the Dumpsters:

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

☒ YES

☒ YES

Dumpsters-

☐ NO

☒ NO

VENDOR COORDINATOR PLEASE ATTACH A RECLYCYNG/TRASH PLAN

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

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

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

Name of person responsible for distributing information to vendors: N/D

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

(Please write an amount next to each requested item)

☒ YES

☐ NO

Traffic Cones- As Need Fencing- As Need Trash/Recycle Cans- As Need Eating Tables- 0

Grease Drums- 0 Ash Drums- 0 Grey Water Tanks- 0 Sinks- 0
Additional Equipment Requested Ten Tables And 6 More Qty

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

☒ YES

☐ NO

Will your event use portable toilets/trailers-

☒ YES

☒ NO

Is the event organizer ordering toilets/trailers-

☒ YES

☒ NO

If yes, how many will be used:

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 handicapped accessible.

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

☐ YES

☒ NO

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

If so, please describe in detail:

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

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

Respectfully,

Doug Nordberg, Director of Public Works

RECREATION & TOURISM DEPARTMENT

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

If yes, how many- 2-5 Set-up / Breakdown / Permit
Purpose: _____

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

If yes, please describe in detail (include dates/times)- Gym if bad weather

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

(Please write an amount next to each requested item)

Bleachers- 0 Coolers- 0 Chairs (folding)- 2-3 Tables- _____ Chairs (ceremony)- 40/50

Sound System (2 or 4 speakers) w/ microphone- 1 Podium- 1 Tents- 0 Signs- 0
circle one

Additional Equipment- Irish Flg

	1 ST DAY	2 ND DAY	3 RD DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	<u>Sat</u>		
Date (MM/DD/YY)	<u>3-16-24</u>		
Equipment Requested	<u>See Above</u>		
Set-Up (00:00 AM/PM)	<u>11am</u>		
Break-Down (00:00 AM/PM)	<u>1pm</u>		
Location:	<u>City Hall</u>		

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

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

5) List any planned Print/Radio/TV Advertising: _____

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

BUILDINGS, GROUNDS & PARKS DEPARTMENT

1) Will any object, such as tent posts or signs be driven into the ground:
(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: City Hall sprinkles - Central the Sprinkler

3) Will the boardwalk be used to secure any items (tents, signs or any other type of structure):

YES ☒ NO

If yes, please describe in detail: _____

4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.):

YES ☒ NO

(Vehicles are restricted to the Tram Path only)

If yes, please describe in detail: _____

5) Will your event have any electrical needs:

☒ YES

☐ NO

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

Will you have any sound / lighting equipment:

☒ YES

☒ NO

Will you be using a lighting or sound contractor:

☒ YES

☒ NO

Contractor Information: _____

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

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

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

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

N/A

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

\$50 per event for ONE thirty-amp

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

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

NORTH WILDWOOD BEACH PATROL

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

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

If yes, how many- 1-2

Purpose: Parade to Boat

3) Will you require the use of NWBP Facilities, Vehicles, or Equipment: YES NO

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

	1 st DAY	2 nd DAY	3 rd DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	SA		
Date (MM/DD/YY)	3-16-24		
Equipment Requested	Boat to Driver		
Set-Up (00:00 AM/PM)	11:15am		
Break-Down (00:00 AM/PM)	1:20pm		
Location:	Beach		

CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: 0

Number of Food Vendor Spaces: 0

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

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

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

2) Will your event require bulk special event parking passes: YES NO

FOR 3-DAY OR MORE EVENTS ONLY

3) If yes, how many: _____

List dates for passes: _____

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

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

POLICE DEPARTMENT

1) Contact information of person in charge of event: Steve DeHay / Rick Hay

2) Contact information of person on-site of event: Steve DeHay / Rick Hay

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.): PW & MUPD

Contact information: _____

6) Signage requested "NO PARKING", Other (describe below):

Post Time: TBD

City Hall - Atlanta Ave

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

(Please write amount next to request)

Start time: 12p

Finish time: 1:30p

Officers- TBD

Traffic Posts- TBD

Overnight Security- ☒

10) Music: YES ☒ NO Start time: _____ Finish time: _____

Location: _____ Banks in Perot

11) Alcohol being served at event: YES ☒ NO Start Time: _____ End Time: _____

State ABC Approval: YES ☒ NO

City Approval: YES ☒ NO

12) Staging Area: YES ☒ NO

Plan Submitted: YES ☒ NO

Plan Approved: YES ☒ NO

13) First-Aid/EMS on site: YES ☒ NO

14) Large Events: Command Post being utilized: YES ☒ NO

Location of Command Post: _____ Phone #: _____

List of Department representatives and contact numbers:

(Please put on a separate sheet)

FIRE & EMS DEPARTMENT

- 1) Do you anticipate the need for Fire / EMS staff / equipment to support your event: YES 50+ NO
- Fire Chief will determine the amount of staff and/or equipment needed for your request. attendance -*
- 3) Purpose: Ceremony / Parade / Emergency
- 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: Trucks for Parade

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.





CITY OF NORTH WILDWOOD

**901 Atlantic Avenue
North Wildwood, NJ 08260-5778
(609) 522-2030**

**Patrick T. Rosenello
Mayor**

**Nicholas Long
City Administrator**

Tuesday, January 23, 2024

Kyle Rutherford
Confidential Asst. to the Mayor
City of North Wildwood
(609) 522-6464
krutherford@northwildwood.com

FOR IMMEDIATE RELEASE

NORTH WILDWOOD ANNOUNCES POLICE CHIEF JOHN STEVENSON AS GRAND MARSHAL FOR 2024 ST. PATRICK'S DAY PARADE

North Wildwood – North Wildwood Mayor Patrick Rosenello announced that on Saturday, March 16, 2024, John Stevenson, Police Chief of the North Wildwood Police Department, will be honored as the Grand Marshal for the 2024 North Wildwood St. Patrick's Day Parade.

Chief Stevenson began his career with the North Wildwood Police Department in 1993 as a Special Law Enforcement Officer. He has served in numerous roles with the Department over his 31 year career, including the last three (3) years as Police Chief. Chief Stevenson will be retiring from his post on April 30, 2024.

Outside of his duties with the Police Department, Chief Stevenson is the founder and former President of both the Anglesea Irish Society and Second Street Irish Society in Philadelphia, PA. He was granted lifetime memberships by each organization and received numerous accolades in both, including the Founder Award, Man of the Year Award, and first Inductee into the Irish Society Hall of Fame. Chief Stevenson is also the past president of the Philadelphia St. Patrick's Day Observance Association, where he is a member of the Ring of Honor, and serves as a member in the Cape May County AOH Division #1, Greater Wildwood Elks Lodge #1896, and Cape May County FOP Lodge #7.

"The City of North Wildwood is extremely appreciative of Chief Stevenson's dedication and service to the North Wildwood Police Department," said Mayor Patrick Rosenello. "It is our honor to have Chief Stevenson serve as our Grand Marshal, and we are looking forward to honoring not only the Stevenson family Irish heritage, but all of the members of Law Enforcement at our St. Patrick's Day Parade."

The North Wildwood St. Patrick's Day Ceremony and Parade will kick-off at 12:00 p.m., Saturday, March 16th, 2024 on the outside steps of North Wildwood City Hall, 901 Atlantic Avenue, North Wildwood, NJ 08260. Parade to follow the ceremony, marching North down Atlantic Avenue to 1st Avenue and proceeding West into the Entertainment District. A Catholic Mass honoring Irish Heritage will also be held at St. Ann Church of Notre Dame La Mer Parish in Wildwood at 10 a.m. preceding the ceremony.

In the case of rain, ceremony and festivities will be moved to the inside of the North Wildwood Recreation Center located at 9th and Central Avenues.



**Cape May County Division #1 AOH & LAOH and the Anglesea Irish Society
Present:**

St. Patrick's Day Observance Mass

Saturday, March 16, 2024-10:00 AM

St. Ann Church-Parish of Notre Dame de la Mer Wildwood, NJ

Pipe & Drums - Irish Soloist - Irish Mass Music



The City of North Wildwood Presents:

St. Patrick's Day Ceremony & Parade

Saturday, March 16, 2024-Noon

North Wildwood City Hall

Grand Marshal:

North Wildwood Police Chief John Stevenson

***Pipe & Drum Brigades *Irish Dancers**

***Irish Organizations Welcome!**

PERMIT / APPROVAL / AUTHORIZATION

Event Name: St. Patrick's Day Parade

Date(s) of Event: Sat 3-16-24

Mayor & Council: _____ Date: _____

City Clerk: _____ Date: _____

Director of Tourism: _____ Date: _____

Application Fee waived: ☒ YES ☐ NO

Service Fees waived: ☒ YES ☐ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. _____

2. _____

3. _____

4. _____

Office use only:

Final Date of Approval: _____ Projected Total Costs for this event: _____

Date Permit Issued: _____ Permit Number: _____

Permit Cost: _____ Total City Departmental Projected Costs: _____

FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: _____

Meeting Notes: _____

Date of Pre-event Meeting: _____

Meeting Notes: _____

EVENT CHECKLIST

- | | | |
|-------------------------------------|--------------------|--|
| <input type="checkbox"/> | <u>N/A</u> | Application Fee Paid |
| <input checked="" type="checkbox"/> | <u>JIF</u> 2-14-21 | Certificate of Insurance listing N.W. as Additionally Insured |
| <input checked="" type="checkbox"/> | <u>JIF</u> 2-14-21 | Additional Insured Endorsement Page(s) attached |
| <input type="checkbox"/> | <u>N/A</u> | Hold Harmless completed & signed |
| <input type="checkbox"/> | _____ | Detailed Site Plan defining the logistics of the event |
| <input type="checkbox"/> | <u>N/A</u> | Vendor list submitted to Clerk's Office |
| <input type="checkbox"/> | _____ | Copy of extra materials such as schedule, agenda, flyers, timeline, etc. |
| <input type="checkbox"/> | <u>N/A</u> | Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit) |
| <input type="checkbox"/> | <u>N/A</u> | Special Event Parking Passes Paid |
| <input type="checkbox"/> | _____ | Miscellaneous |
| <input type="checkbox"/> | _____ | Ready to be placed on the DMS |

TREASURER DEPARTMENT

BILLING

St. Patrick's Day Parade
Name of Event

Sat 3-16-24
Date of Event

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



City of North Wildwood Special Event Application Form

egg hunt

Name of Event: Step Back Foundation Easter Egg Hunt

Date of Event: 3/30/24 Date of Application: 1/31/24

Type of Event (check one)

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

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: Step Back Foundation
- 2) Address of Organization: 200 New Jersey Ave, N. Wildwood, NJ 08260
- 3) Purpose of Organization: provide athletic equipment and necessities to local student-athletes & families in need
- 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#: 83-2 Tax ID#: 83-4646007

SECTION 1 – ORGANIZATION INFORMATION CONT

1) Organizer Contact Information:

Name of Event Chairperson / Organizer Maddie McCracken	
Title Founder	Cell Phone 409-972-5910
Address / City / State / Zip 312 West Chestnut Ave	
Email maddiemccracken2@gmail.com	

Name of Event Chairperson / Organizer Dennis Dool	
Title Board Member	Cell Phone 215-990-8089
Address / City / State / Zip 520 Anglesea Dr. N. Wildwood, NJ 08260	
Email doolanglesea@aol.com	

SECTION 2 – APPLICATION AUTHORIZATION

I, Maddie McCracken, the undersigned state that I am the duly
Name of Applicant

authorized representative of the Step Back Foundation
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.

Maddie McCracken
Applicant Signature

11/31/24
Date

SECTION 3 – EVENT INFORMATION

1) Official Name of Event: ²⁰²⁴ Step Back Foundation Easter Egg Hunt

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

3) Describe Event Activities: Easter egg hunt

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

5) If yes, describe in detail: _____

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

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

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

C) Designated Hours for open display of alcohol: _____

D) Designated Location of open display of alcohol: _____

E) Other Conditions: _____

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

8) Rain Date or Delayed Starting Time: 4/6/24

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

	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)	03/30/24			
Set-Up (00:00AM/PM)	07:00 AM			
Event Starts (00:00 AM/PM)	09:00 AM			
Event Ends (00:00 AM/PM)	12:00 PM			
Clean-Up (00:00 AM/PM)	2:00 PM			

SECTION 3 – EVENT INFORMATION CONTINUE

10) Will the event require site to remain in place overnight, or will the site be broken down each night (partially or completely) Explain: broken down completely that day

11) Describe how you plan to provide security for the event: volunteers patrolling
egg hunt

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

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

Company Name: _____

Address: _____ City/ST/Zip: _____

Contact Person: _____ Phone: _____

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

ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

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

SECTION 4 – INSURANCE REQUIREMENTS

1) Name of Insurance Company: J. Byrne Insurance

Policy Number: _____

Limits of Liability: _____

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

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

CERTIFICATE OF INSURANCE

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.

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

I. INDIVIDUALS

- A. General Liability Limit \$500,000
Evidence that the individual has comprehensive personal liability insurance in force is required to use any City of North Wildwood property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.
- B. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall 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

- A. General Liability Limit (Per Occurrence) \$1,000,000
B. 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.

III. COMMERCIAL (FOR PROFIT) GROUPS

- A.** Commercial General Liability Limit \$1,000,000
Combine Single Limit of Liability for Bodily Injury and Property Damage.
- B.** 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

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

INSURANCE

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

COVID-19

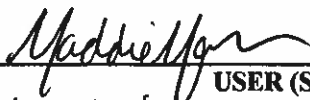
USER verifies and asserts that all activities conducted at the **FACILITY(IES)** shall be in full compliance with the CDC, DOH Guidelines and the State of New Jersey Governor's Executive Orders applicable to public pools, summer camps, sports leagues, and recreation programs with can be reviewed at:

https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html

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 1st day of February, 2021.



USER (SIGNATURE)

Maddie McGracken

USER (PRINT NAME)



CITY REPRESENTATIVE

Steve R. DeHary

CITY REPRESENTATIVE (PRINT)

PUBLIC WORKS

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

YES

☒ NO
☐ YES

Is the event organization ordering the Dumpsters:

YES

Number Requested: Trash-_____ Recycling can/bottles-_____

Dumpsters-_____

VENDOR COORDINATOR PLEASE ATTACH A RECLYCYNG/TRASH PLAN

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

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

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

Name of person responsible for distributing information to vendors: _____

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

YES

NO

(Please write an amount next to each requested item)

Traffic Cones-_____ Fencing-_____ Trash/Recycle Cans-_____ Eating Tables-_____

Grease Drums-_____ Ash Drums-_____ Grey Water Tanks-_____ Sinks-_____

Additional Equipment Requested _____

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

☒ YES

☐ NO

Will your event use portable toilets/trailers-

☒ YES

☐ NO

Is the event organizer ordering toilets/trailers-

YES

☒ NO

If yes, how many will be used: _____

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 handicapped accessible.

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

YES

☒ NO

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

If so, please describe in detail: _____

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

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

Respectfully,

Doug Nordberg, Director of Public Works

RECREATION & TOURISM DEPARTMENT

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

If yes, how many- _____

Purpose: _____

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

If yes, please describe in detail (include dates/times)- yes Allen Park & harmony

that are there

- 3) Will you require the use of Recreation Dept. portable equipment:

(Please write an amount next to each requested item)

Bleachers- _____ Coolers- _____ Chairs (folding)- _____ Tables- 8 Chairs (ceremony)- 16

Sound System (2 or ☒ 4 speakers) w/ microphone- 4w mt Podium- _____ Tents- _____ Signs- _____

circle one

Additional Equipment- _____

	1 ST DAY	2 ND DAY	3 RD DAY
Day of the Week (SU,M,TU,W,TH,F,SA)	SA		
Date (MM/DD/YY)	03/30/24		
Equipment Requested	tables & chairs sound system		
Set-Up (00:00 AM/PM)	07:00 AM		
Break-Down (00:00 AM/PM)	12:00 PM		
Location:	Allen Park		

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

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

- 5) List any planned Print/Radio/TV Advertising: ads on Facebook & Instagram, radio ad

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

BUILDINGS, GROUNDS & PARKS DEPARTMENT

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

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

If yes, please describe in detail: Entire park will be used

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

If yes, please describe in detail: _____

4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.): YES NO

(Vehicles are restricted to the Tram Path only)

If yes, please describe in detail: _____

5) Will your event have any electrical needs: YES NO

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

Will you have any sound / lighting equipment: YES NO

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

Contractor Information: _____

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

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

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

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

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

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

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

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

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

NORTH WILDWOOD BEACH PATROL

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

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

If yes, how many- _____ Purpose: _____

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

	1 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			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

CITY CLERK OFFICE

1) Number of Non-Food Vendor Spaces: _____ Number of Food Vendor Spaces: _____
(Final Vendor list must be turned in 1 week prior to event date)

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

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

2) Will your event require bulk special event parking passes: YES NO

FOR 3-DAY OR MORE EVENTS ONLY

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

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

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

POLICE DEPARTMENT

1) Contact information of person in charge of event: Maddie McCracken

2) Contact information of person on-site of event: 609972-5910

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: _____ Finish time: _____
Location: _____

11) Alcohol being served at event: YES ☒ NO ☒ Start Time: _____ End Time: _____
State ABC Approval: YES ☒ NO ☒
City Approval: YES ☒ NO ☒

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

13) First-Aid/EMS on site: YES ☒ NO ☒

14) Large Events: Command Post being utilized: YES ☒ NO ☒

Location of Command Post: _____ Phone #: _____

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

FIRE & EMS DEPARTMENT

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

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.

Stephen DeHorsey

From: Casey Byrne <cbyrne@jbyrneagency.com>
Sent: Wednesday, February 28, 2024 10:28 AM
To: Stephen DeHorsey
Subject: EXTERNALRE: Step Back - Easter Egg Hunt

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.

Sorry for the delay – this one is approved!

From: Stephen DeHorsey <sdehorsey@northwildwood.com>
Sent: Friday, February 23, 2024 2:27 PM
To: Casey Byrne <cbyrne@jbyrneagency.com>
Subject: FW: Step Back - Easter Egg Hunt

Good Afternoon Casey – I know you were away for a bit but we never got an answer for this COI. Is this approved?

Steve DeHorsey Jr., C.P.M., R.A

Assistant Superintendent of Recreation – Director of Tourism



CONFIDENTIALITY NOTICE: This email may contain privileged and confidential information intended only for the use of the individual(s) or entity(s) named above. If you are not the intended recipient you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you received this message in error, please notify N.W. R. T. D. by telephone 609 522 2955. Thank you!

From: Stephen DeHorsey
Sent: Monday, February 5, 2024 10:59 AM
To: Casey Byrne <cbyrne@jbyrneagency.com>
Cc: 'Ann Devlin' <adevlin@northwildwood.com>
Subject: Step Back - Easter Egg Hunt

Good Morning Casey – Is this COI approved for an Easter Egg Hunt at Allen Park on Saturday March 30? Thanks.

Steve DeHorsey Jr., C.P.M., R.A

Assistant Superintendent of Recreation – Director of Tourism

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2024

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

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

PRODUCER J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260		CONTACT NAME: PHONE (A/C, No, Ext): 609 522-3406 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED The Step Back Foundation Corporation c/o Maddie McCracken 200 New Jersey Ave North Wildwood, NJ 08260		INSURER(S) AFFORDING COVERAGE INSURER A : United States Liability Ins. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NBP1566696A	02/22/2024	02/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as an additional insured in respects to insureds general liability operations in regards to Easter Egg Hunt on 3/30/24 when required by contract

CERTIFICATE HOLDER

CANCELLATION

City of North Wildwood 901 Atlantic Avenue Wildwood, NJ 08260	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

PERMIT / APPROVAL / AUTHORIZATION

Event Name: Step Back Foundation Easter Egg Hunt

Date(s) of Event: Sat 3-30-24

Mayor & Council: _____

Date: _____

City Clerk: _____

Date: _____

Director of Tourism: _____

Date: _____

Application Fee waived: ☐ YES ☒ NO

Service Fees waived: ☐ YES ☒ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. _____

2. _____

3. _____

4. _____

Office use only:

Final Date of Approval: _____ Projected Total Costs for this event: _____

Date Permit Issued: _____ Permit Number: _____

Permit Cost: _____ Total City Departmental Projected Costs: _____

FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: _____

Meeting Notes: _____

Date of Pre-event Meeting: _____

Meeting Notes: _____

EVENT CHECKLIST

- | | | |
|-------------------------------------|------------------|--|
| <input checked="" type="checkbox"/> | <u>SM</u> 2-1-24 | Application Fee Paid |
| <input type="checkbox"/> | _____ | Certificate of Insurance listing N.W. as Additionally Insured |
| <input type="checkbox"/> | _____ | Additional Insured Endorsement Page(s) attached |
| <input checked="" type="checkbox"/> | <u>SM</u> 2-1-24 | Hold Harmless completed & signed |
| <input type="checkbox"/> | _____ | Detailed Site Plan defining the logistics of the event |
| <input type="checkbox"/> | <u>N/A</u> | Vendor list submitted to Clerk's Office |
| <input type="checkbox"/> | _____ | Copy of extra materials such as schedule, agenda, flyers, timeline, etc. |
| <input type="checkbox"/> | <u>N/A</u> | Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit) |
| <input type="checkbox"/> | <u>N/A</u> | Special Event Parking Passes Paid |
| <input type="checkbox"/> | _____ | Miscellaneous |
| <input type="checkbox"/> | _____ | Ready to be placed on the DMS |

TREASURER DEPARTMENT

BILLING

Step Back Easter Egg Hunt

Name of Event

Sat 3-30-24

Date of Event

Application Fee

\$ 25.00

Non-Profit \$25.00

For-Profit \$50.00

Police Dept.

\$ _____

Fire Dept.

\$ _____

Public Works Dept.

\$ _____

Buildings, Grounds, Electric-Parks

\$ _____

Clerk's Office

\$ _____

Construction, Fire & Housing

\$ _____

Beach Patrol

\$ _____

Recreation & Tourism Dept.

\$ _____

Stage Rental

\$ _____

Special Event Parking Passes

\$ _____

Miscellaneous Costs

\$ _____

TOTAL

\$ _____



City of North Wildwood Special Event Application Form

Name of Event: Easter Sunrise Service

Date of Event: March 31, 2024 Date of Application: Feb 12, 2024

Type of Event (check one)

- ☐ Parade / Procession ☐ Festival ☐ 1 Day ☐ multi-day ☐ Block Party ☐ Bonfire
☐ Craft Show ☐ 1 Day ☐ multi-day ☐ Walk / Run (1K-5K-10K) / Triathlon / Bike / Marathon / Race

☒ Ceremony / Celebration / Demonstration ☐ Polar Plunge / Water Event ☐ Car Show

☐ Film / Photography ☐ Stage Request Only ☐ Other: Easter Sunrise Service

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: Debm Moore Ministries

2) Address of Organization: 101 W. Spruce Ave W109 NW

3) Purpose of Organization: Charitable Christian Organization

4) How many members are in your organization: Board of Directors

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

6) NJ Registered Charitable Organization#: 81-1909457 Tax ID#: 1705316839026

SECTION 1 – ORGANIZATION INFORMATION CONT

1) Organizer Contact Information:

Name of Event Chairperson / Organizer	
Easter Sunrise Service - Deb Moore	
Title	Cell Phone
Reverend	610-823-7879
Address / City / State / Zip	
101 W Spruce Ave Unit 109 NW	
Email	
DebMooreMinistries@comcast.net	

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

SECTION 2 – APPLICATION AUTHORIZATION

I, Deborah Moore, the undersigned state that I am the duly
Name of Applicant

authorized representative of the Deb Moore Ministries
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.

Deborah L. Moore, Rev
Applicant Signature

Feb 13, 2024
Date

SECTION 3 – EVENT INFORMATION

- 1) Official Name of Event: Easter Sunrise Service
- 2) Location of Event (please list city venue requirements by day/date): Seawall behind
Hereford Inlet Lighthouse
- 3) Describe Event Activities: A long fine tradition of North Wilburton
to gather on the Seawall (or behind Hereford Inlet Lighthouse
and a qualified minister deliver a Easter Sermon at Sunrise
- 4) Will the event be held for the sole purpose of advertising any product, goods, or event: YES ☒ NO
- 5) If yes, describe in detail: _____
- 6) Will alcohol be served or sold by event organizers or others: YES ☒ NO
- A) Do you have a ABC/Social Affairs Permit: YES ☒ NO
- B) Are you requesting approval for open display of alcohol: YES ☒ NO
- C) Designated Hours for open display of alcohol: _____
- D) Designated Location of open display of alcohol: _____
- E) Other Conditions: _____
- If alcohol is being sold at the event, the organizer is responsible to identify patrons of legal age to consume alcohol and provide the patron with a wristband after identification was properly checked.**

8) Rain Date or Delayed Starting Time: Will be announced on Facebook & Social Media

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

	1 st Day	2 nd Day	3 rd Day	4 th Day
Day of the Week (S,U,M,TU,W,TH,F,SA)	one day only March 31, 2024			
Date (MM/DD/YY)				
Set-Up (00:00AM/PM)				
Event Starts (00:00 AM/PM)				
Event Ends (00:00 AM/PM)				
Clean-Up (00:00 AM/PM)				

SECTION 3 – EVENT INFORMATION CONTINUE

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

11) Describe how you plan to provide security for the event: None needed
local NWPD will be notified

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

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

Company Name: — N/A

Address: _____ City/ST/Zip: _____

Contact Person: _____ Phone: _____

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

ALL EVENTS MUST SUBMIT A DETAILED SITE PLAN

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

SECTION 4 – INSURANCE REQUIREMENTS

1) Name of Insurance Company: N/A

Policy Number: _____

Limits of Liability: _____

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

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

CERTIFICATE OF INSURANCE

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.

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

I. INDIVIDUALS

A. General Liability Limit \$500,000

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

B. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall 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

A. General Liability Limit (Per Occurrence) \$1,000,000

B. 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.

III. COMMERCIAL (FOR PROFIT) GROUPS

- A. Commercial General Liability Limit \$1,000,000
Combine Single Limit of Liability for Bodily Injury and Property Damage.
- B. 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

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

INSURANCE

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

COVID-19

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

https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html

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 13th day of February, 2024.

Deborah L. Moore, Rev
USER (SIGNATURE)

Deborah L. Moore
USER (PRINT NAME)

[Signature]
CITY REPRESENTATIVE

Shirley R. DeBerry
CITY REPRESENTATIVE (PRINT)

PUBLIC WORKS

- 1) Are NW trash/recycling receptacles and removal requested: YES ☒ NO
Is the event organization ordering the Dumpsters: YES ☒ NO
Number Requested: Trash- _____ Recycling can/bottles- _____ Dumpsters- _____

VENDOR COORDINATOR PLEASE ATTACH A RECYCLING/TRASH PLAN

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

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

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

Name of person responsible for distributing information to vendors: _____

- 2) Do you request the use of any portable equipment from Public Works: YES ☒ NO
(Please write an amount next to each requested item)

Traffic Cones- _____ Fencing- _____ Trash/Recycle Cans- _____ Eating Tables- _____
Grease Drums- _____ Ash Drums- _____ Grey Water Tanks- _____ Sinks- _____
Additional Equipment Requested _____

- 3) Restrooms/Port-a-Pots: Will your event direct people to public restrooms- YES ☒ NO
Will your event use portable toilets/trailers- YES ☒ NO
Is the event organizer ordering toilets/trailers- YES ☒ NO
If yes, how many will be used: _____
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 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: (2) wooden cross made by Veterans is displayed on a stand appx. 6-8'

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

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

Respectfully,

Doug Nordberg, Director of Public Works

RECREATION & TOURISM DEPARTMENT

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

If yes, how many- _____

Purpose: _____

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

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

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

(Please write an amount next to each requested item)

Bleachers- _____ Coolers- _____ Chairs (folding)- _____ Tables- _____ Chairs (ceremony)- _____

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

Additional Equipment- _____

↳ this could be an option. Our speaker was not loud enough last year.

	1 ST DAY	2 ND DAY	3 RD DAY
Day of the Week (SU, M, TU, W, TH, F, SA)	Sunday	X	X
Date (MM/DD/YY)	March 31, 2024	X	X
Equipment Requested	option to use Rec. Dept spkr. / podium / mic		
Set-Up (00:00 AM/PM)	6 AM		
Break-Down (00:00 AM/PM)	2:30 AM		
Location:	Seawall behind high house		

4) Does the publicity plan for this event include any of the below: (YES) NO
☒ Posters ☒ Website ☒ Social Media ☐ Radio ☐ TV ☒ Newspaper/Publication ☐ Other

5) List any planned Print/Radio/TV Advertising: Easter Issue of Herald

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

TO Follow

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 ☒

we hope to use just
Real Estate type poster
board

- 2) Will the event require the closure of any park / City area to the general public:

YES ☐ NO ☐

If yes, please describe in detail: on seawall will leave path for walking

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

If yes, please describe in detail: _____

- 4) Will you have any vehicles on the boardwalk (Weight limit of 5000 lbs.):
(Vehicles are restricted to the Tram Path only)

YES ☐ NO ☒

If yes, please describe in detail: _____

- 5) Will your event have any electrical needs:

YES ☐

NO ☐

if electric avail-
speakers)

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

Will you have any sound / lighting equipment:

☒

NO ☐

Will you be using a lighting or sound contractor:

YES ☐

☒

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): _____

Signage/a banner will be placed 2 weeks prior event at the location and

- 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

\$50 per event for ONE thirty-amp

pavilion @ how Booth along
seawall path

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

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

NORTH WILDWOOD BEACH PATROL

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

*none on beach - only area behind
Hereford Inlet light house.*

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

If yes, how many- _____ Purpose: _____

3) Will you require the use of NWBP Facilities, Vehicles, or Equipment: YES NO

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

	1 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			
Set-Up (00:00 AM/PM)			
Break-Down (00:00 AM/PM)			
Location:			

CITY CLERK OFFICE

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

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

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

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

2) Will your event require bulk special event parking passes: YES NO

FOR 3-DAY OR MORE EVENTS ONLY

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

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

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

POLICE DEPARTMENT

1) Contact information of person in charge of event: Deborah Moore 610-823-7879

2) Contact information of person on-site of event: Same

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): NA 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: 6:00am Finish time: 7:30am
Location: _____

11) Alcohol being served at event: YES ☒ NO Start Time: _____ End Time: _____
State ABC Approval: YES NO
City Approval: YES NO

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

13) First-Aid/EMS on site: YES ☒ NO

14) Large Events: Command Post being utilized: YES ☒ NO

Location of Command Post: _____ Phone #: _____

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

FIRE & EMS DEPARTMENT

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

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.

Easter Sunrise Service

Site Plan
Deb Moore/Minister
March 31, 2024
6am - 7:30am

Atlantic Ocean

Beach / Sand

Lagoon Area

Minister
Podium

Speakers

Signage

Sitting/standing
area

row boat

← ramp in
rear of
here for
light house

sitting/standing
area

row boat

+ cross

Seawall Path

Signage

Sign
along
hole boat
pathway

Not to Scale

PERMIT /APPROVAL / AUTHORIZATION

Event Name: Easter Sunrise Service

Date(s) of Event: Sun 3/31/24

Mayor & Council: _____

Date: _____

City Clerk: _____

Date: _____

Director of Tourism: _____

Date: _____

Application Fee waived:

☒ YES

☐ NO

Service Fees waived:

☐ YES

☒ NO

☐ Approved as submitted.

☐ Approved with the following conditions:

1. _____

2. _____

3. _____

4. _____

Office use only:

Final Date of Approval: _____ Projected Total Costs for this event: _____

Date Permit Issued: _____ Permit Number: _____

Permit Cost: _____ Total City Departmental Projected Costs: _____

FOR OFFICIAL USE ONLY

Date of Preliminary Meeting: _____

Meeting Notes: _____

Date of Pre-event Meeting: _____

Meeting Notes: _____

EVENT CHECKLIST

- | | | |
|-------------------------------------|--------------------|--|
| <input type="checkbox"/> | _____ | Application Fee Paid |
| <input type="checkbox"/> | _____ | Certificate of Insurance listing N.W. as Additionally Insured |
| <input type="checkbox"/> | _____ | Additional Insured Endorsement Page(s) attached |
| <input checked="" type="checkbox"/> | <u>SAD</u> 2-23-21 | Hold Harmless completed & signed |
| <input checked="" type="checkbox"/> | <u>SAD</u> 2-23-21 | Detailed Site Plan defining the logistics of the event |
| <input type="checkbox"/> | <u>N/A</u> | Vendor list submitted to Clerk's Office |
| <input checked="" type="checkbox"/> | _____ | Copy of extra materials such as schedule, agenda, flyers, timeline, etc. |
| <input type="checkbox"/> | <u>N/A</u> | Additional applications (State Police-BOH-NJDOT-Fire Permit-ABC-Tent Permit) |
| <input type="checkbox"/> | <u>N/A</u> | Special Event Parking Passes Paid |
| <input type="checkbox"/> | _____ | Miscellaneous |
| <input type="checkbox"/> | _____ | Ready to be placed on the DMS |

TREASURER DEPARTMENT

BILLING

Easter Service Service

Name of Event

Sun 3-31-24

Date of Event

Application Fee

\$ 0.00

Non-Profit \$25.00

For-Profit \$50.00

Police Dept.

\$ _____

Fire Dept.

\$ _____

Public Works Dept.

\$ _____

Buildings, Grounds, Electric-Parks

\$ _____

Clerk's Office

\$ _____

Construction, Fire & Housing

\$ _____

Beach Patrol

\$ _____

Recreation & Tourism Dept.

\$ _____

Stage Rental

\$ _____

Special Event Parking Passes

\$ _____

Miscellaneous Costs

\$ _____

TOTAL

\$ _____

**CITY OF NORTH WILDWOOD
CALENDAR YEAR 2024
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

ORDINANCE NO. 1929

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Council of the City of North Wildwood in the County of Cape May finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Council of the City of North Wildwood hereby determines that a 3.5% increase in the budget for said year, amounting to \$ 801,404.93 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Council of the City of North Wildwood hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of North Wildwood, in the County of Cape May a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the City of North Wildwood shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$ 801,404.93 and that the CY 2024 municipal budget for the City of North Wildwood be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

APPROVED:

Patrick T. Rosenello, Mayor

ATTEST:

W. Scott Jett, City Clerk

Introduced: March 5, 2024
Advertised: March 13, 2024
Hearing/Final: April 16, 2024
Advertised: April 24, 2024

CITY OF NORTH WILDWOOD
Cape May County, New Jersey
RESOLUTION

RESCHEDULING MARCH 19, 2024
COUNCIL MEETING TIME

WHEREAS, the March 19, 2024 regular meeting of City Council of the City of North Wildwood is scheduled to begin at 10:00 AM with a work session at 9:00 AM; and

WHEREAS, due to a scheduling conflict, City Council deems it necessary to change the time of the regular meeting to 5:00 PM, with a work session at 4:00 PM.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Wildwood, that the March 19, 2024 regular meeting of City Council is hereby rescheduled to begin at 5:00 PM, with a work session at 4:00 PM.

BE IT FURTHER RESOLVED that the City Clerk be and he hereby is directed to post notice of this rescheduling on the City Hall bulletin board and the City website and to publish notice in the official newspapers of the City of North Wildwood.

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 5th day of March 2024.

Dated: March 5, 2024 Signed: W. Scott Jett, City Clerk

Approved: Patrick T. Rosenello, Mayor

Table with 7 columns: Name, Motion, Second, Aye, Nay, Abstain, Absent. Rows include Tolomeo, Rullo, Kane, Del Conte, Koehler, Bishop, and Zampirri.

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

APPROVING CERTIFIED LISTS OF INDIVIDUALS QUALIFYING FOR 2023 LENGTH OF SERVICE PROGRAM CREDITS

WHEREAS, the City of North Wildwood has established a Length of Service Program (LOSAP) pursuant to §37-14, *et. seq.*, of the Code of the City of North Wildwood; and

WHEREAS, the Anglesea Volunteer Fire Company has submitted a certified list of its volunteers who have qualified for credit under the LOSAP; and

WHEREAS, the North Wildwood Volunteer Fire Company has submitted a certified list of its volunteers who have qualified for credit under the LOSAP; and

WHEREAS, the Chief Financial Officer of the City of North Wildwood has reviewed the aforementioned lists and the supporting data and documentation that was submitted therewith and has advised City Council that the lists are accurate.

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 2023 certified list of volunteers from the Anglesea Volunteer Fire Company qualifying for credit under North Wildwood’s LOSAP (annexed hereto as Exhibit A) is approved.
- 3) The 2023 certified list of volunteers from the North Wildwood Volunteer Fire Company qualifying for credit under North Wildwood’s LOSAP (annexed hereto as Exhibit B) is approved.
- 4) The Chief Financial Officer shall return the original certified lists to the volunteer organizations for posting for membership review at their respective facilities.
- 5) The City Clerk shall post a true copy of this resolution, with exhibits annexed upon the municipal bulletin board for a period of not less than thirty (30) days.

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 5th day of March, 2024.

Dated: March 5, 2024

Signed: _____
W. Scott Jett, City Clerk

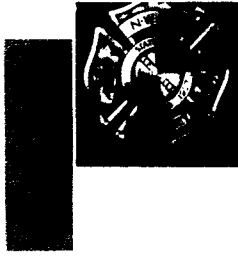
APPROVED: _____
Patrick T. Rosenello, Mayor

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

Anglesea Volunteer Fire Company No.1

LOSAP for 2023

Name	TOTAL POINTS	Achieve LOSAP Y/N
Augustino	2.3	NO
Camarada	35.5	YES
Conallen	4.3	NO
Devoe	38.0	YES
Drumm	0.0	NO
Green	7.8	NO
Karolyi	43.9	YES
Kenny	32.4	YES
Klink	30.4	YES
Matteucci	49.2	YES
McCorry	43.8	YES
McDowell	30.8	YES
Meyer	32.9	YES
Mole, D	4.0	NO
Munda	41.3	YES
Nocella	33.1	YES
Nolan	48.9	YES
Porter	31.6	YES
Stefanelli	34.0	YES
Sawyer	14.3	NO
0	0.0	0



North Wildwood Volunteer Fire Company No. 1

1409 CENTRAL AVE
NORTH WILDWOOD, NJ
08260

Phone: 609-729-2010

Mr. Todd Burkey
City North Wildwood
901 Atlantic Ave.
North Wildwood, NJ. 08260

January 4, 2024

Mr. Burkey:

LENGTH OF SERVICE AWARD PROGRAM L.O.S.A.P. 2023

Total Points	LOSAP Received	MEMBER
43.94	Yes	Amenhauser, Jim
46.06	Yes	Brown, Mike Sr
47.59	Yes	Burnham, Roy
56.85	Yes	Cline, Les
55.73	Yes	Davis, Bob
56.20	Yes	Davis, Ricky
40.27	Yes	Ford, Doug
34.03	Yes	Greenland, Dave
44.20	Yes	Lewandowski, Ryan
39.73	Yes	Jett, William Scott

• NEW

• NEW

Michael J. Brown Sr.
Secretary

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH SURENIAN, EDWARDS, BUZAK & NOLAN, LLC FOR SPECIALIZED LEGAL SERVICES TO BE PROVIDED BY JEFFREY R. SURENIAN, ESQUIRE

WHEREAS, the City of North Wildwood has a need for professional legal services in connection with New Jersey Affordable Housing Law; and

WHEREAS, Jeffrey R. Surenian, Esquire of the firm of Surenian, Edwards, Buzak & Nolan, LLC has the experience, credentials and abilities to perform such legal services as are presently required by the City of North Wildwood; and

WHEREAS, the North Wildwood Purchasing Agent has determined that the value of the contract authorized by this Resolution may exceed \$17,500.00 and, therefore, if the contract exceeds that value, it would be subject to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the professional services agreement authorized by this Resolution is awarded as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, *et seq.*; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, provides that contracts for professional services may awarded without public advertisement therefor; and

WHEREAS, under the Local Public Contracts Law, the subject contract would be a contract for professional services because:

(A) Professional services of the type herein sought are of such a nature as to require a high degree of trust or confidence in the individual or entity providing the service and, in fact, may require the creation of a confidential or fiduciary relationship between that individual or entity and the municipality;

(B) The services required are highly specialized or technical in nature;

(C) The services require peculiar ability or skill and demand a high degree of specialized knowledge or expertise;

(D) The services are such that their relative worth must be judged by subjective considerations that are not susceptible of valuation by competitive bidding;

(E) The individual or entity who will provide these services has demonstrated competence and particular expertise in the services required;

(F) The individual or entity who will perform these services is held to and fully adheres to the strict ethical standards that govern the involved profession;

(G) The services include advice to and consultation with the municipality that require both knowledge and judgment on the part of the individual or entity providing services, as well as the confidence of the municipal officials, such that competitive bidding is not feasible or practical;

(H) The services to be provided are such that their nature, scope and duration are not capable of precise measurement, but, rather, require a flexibility and discretion that render competitive bidding impractical and inefficient.

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 and repeated herein by this reference thereto as though the same were set forth at length.

2) The Mayor and City Clerk hereby are authorized to execute a professional services agreement with Surenian, Edwards, Buzak & Nolan, LLC, which agreement shall be annexed to and made part of this Resolution.

3) The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby is incorporated into the contract by reference and the contractor is bound by said language together with the

other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.

4) This Resolution shall only be effective when a copy of a certification of availability of funds prepared by the Chief Financial Officer of the City is attached hereto and the determination of value shall be placed on file with this Resolution.

5) This Resolution only shall become effective when Surenian, Edwards, Buzak & Nolan, LLC has completed and submitted a Business Entity Disclosure Certification that certifies that Surenian, Edwards, Buzak & Nolan, LLC 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 Surenian, Edwards, Buzak & Nolan, LLC 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 Surenian, Edwards, Buzak & Nolan, LLC 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.

7) This Resolution only shall become effective when a Certification Regarding Investment Activities in Iran is submitted to the City of North Wildwood by the contracting party 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.

8) This Resolution only shall become effective when a Certification of Non-Involvement in Prohibited Activities in Russia or Belarus is submitted to the City of North Wildwood by the contracting party pursuant to the provisions of N.J.S.A. 52:32-60.1 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 are on file and 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 5th day of March, 2024.

Dated: March 5, 2024

Signed: _____
W. Scott Jett, City Clerk

Approved: _____
Patrick T. Rosenello, Mayor

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____ 2024, by and between:

City of North Wildwood, a Municipal Corporation of the State of New Jersey
901 Atlantic Avenue
North wildwood, NJ 08260

Hereinafter referred to as “City”

And: **SURENIAN, EDWARDS, BUZAK & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as “Special Counsel”, “Contractor” or “Firm”.

In the event that Surenian, Edwards, Buzak & Nolan LLC is reconstituted, references to “Special Counsel”, “Contractor” or “Firm” shall include references to the new entity.

WITNESSETH:

1. City hereby appoints and employs the Firm to assist the City and its legal counsel to address its responsibilities with respect to its affordable-housing obligations in any proceeding involving a) (i) a New Jersey Court of competent jurisdiction, and/or (ii) the New Jersey Council on Affordable Housing (“COAH”) should it resume its duties, and b) any necessary projects, as determined and authorized by the City.

2. The Firm shall bill the City at the following rates:

- (a) \$210.00 per hour for Partners;
- (b) \$190.00 per hour for Associates; and
- (c) \$90.00 per hour for all paralegal work.

City shall pay all disbursements incurred by the Firm, such as, but not limited to, black and white photocopying and printing charges (at \$0.30 per page); color photocopying and printing charges (at \$0.50 per page); facsimile charges (at \$1.00 per page); telephone charges; postage,

postage, travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.30 per page); research; messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill City on a monthly basis. In the event that the bills exceed the amount budgeted, City shall either make another appropriation or advise Special Counsel to stop work immediately.

5. City shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the City, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

Enclosures

1. Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
2. Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and
6. Business Entity Disclosure Certification;
7. Disclosure of Investment Activities in Iran
8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Agreement shall be in effect from _____, 2024 to December 31, 2024.


CITY OF NORTH WILDWOOD

ATTEST:

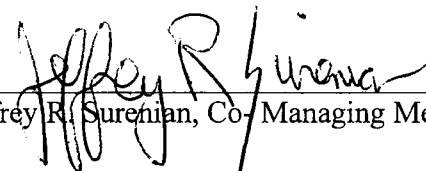
By _____
Patrick T. Rosenello, Mayor

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

WITNESS:



Laura Nelson

By 
Jeffrey R. Surenian, Co- Managing Member

Date: 2/28/24

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AWARDING CONTRACT TO STARR SEPTIC, LLC FOR THE PROVISION, SERVICING & REMOVAL OF PORTABLE TOILETS

WHEREAS, the City of North Wildwood advertised that it was requesting proposals for receipt on February 21, 2024 in connection with a contract for: Provision, Servicing and Removal of Portable Toilets; and

WHEREAS, proposals were received by the City of North Wildwood Qualified Purchasing Agent on February 21, 2024; and

WHEREAS, the proposal that was submitted by Starr Septic, LLC of Franklinville, New Jersey, was the lowest bid for the services to be provided under the terms and conditions of the contract, as described in the specifications; and

WHEREAS, the Qualified Purchasing Agent and the City Solicitor have reviewed the proposal of Starr Septic, LLC and are satisfied that the contractor complied with the instructions to bidders and conditions of the award; and

WHEREAS, the Qualified Purchasing Agent is satisfied that Starr Septic, LLC is a contractor that is capable of performing the contract as described in the specifications; and

WHEREAS, the Qualified Purchasing Agent has recommended award of the subject contract to Starr Septic, LLC.

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 and are made a part hereof by this reference thereto as though they were set forth at length.
- 2) A 12-month contract, plus 12-month renewal approved by Council, for the Provision, Servicing & Removal of Portable Toilets is awarded to Starr Septic, LLC of Franklinville, New Jersey for a total amount not to exceed \$34,253.99, which includes the base bid for portable toilet units and per day toilet trailers for special events, as set forth in its proposal.
- 3) On behalf of the City of North Wildwood, the Mayor and City Clerk be and they hereby are authorized and directed to sign a contract, the form of which shall be approved by the City Solicitor, and to deliver it to Starr Septic, LLC of Franklinville, New Jersey for execution and return.
- 4) This award of contract is contingent upon City's receipt of a certification of funds from the City Chief Financial Officer.
- 5) The City Clerk shall return to all contract whose proposal has been rejected and any security that was posted.
- 6) The City Clerk shall provide copies of this resolution to all prospective contractors whose proposals have been rejected hereby.
- 7) A true copy of the contract for the Provision, Servicing & Removal of Portable Toilets shall be annexed to and made part of this Resolution.

.....
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 5th day of March, 2024.

Dated: _____ March 5, 2024 _____

Signed: _____
W. Scott Jett, City Clerk

APPROVED: _____
Patrick Rosenello, Mayor

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

CONTRACT

CITY OF NORTH WILDWOOD CAPE MAY COUNTY, NEW JERSEY FOR THE PROVISION, SERVICING & REMOVAL OF PORTABLE TOILETS

THIS AGREEMENT made and entered into this 5th day of March, 2024 by and between the **City of North Wildwood**, a New Jersey municipality, with municipal offices located at 901 Atlantic Avenue, North Wildwood, NJ 08260, hereinafter designated as the “Owner” or “North Wildwood”, and **Starr Septic, LLC**, having its principal place of business at 3017 Delsea Drive, Franklinville, NJ 08322, hereinafter designated as the “Contractor.”

WITNESSETH:

WHEREAS, City Council has authorized the execution of a Contract with Contractor pursuant to Resolution No. 117-24 adopted on the 5th day of March 2024.

NOW, THEREFORE, for and in exchange of the covenants and conditions set forth herein and for such monetary consideration as set forth herein, Owner and Contractor agree as follows:

ARTICLE I – DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in this contract and the specifications hereto attached, they shall have the following meanings:

The word "**Owner**" shall mean the party of the first part above designated or any agency or officer or representative duly authorized to act in its place in the execution of the work required by this contract.

The word "**Contractor**" shall mean the party of the second part above designated entering into this contract for the performance of the work required to be performed under the said contract and the legal representatives of the said party or agents appointed to act for the said party in the performance of the work.

The word "**Contract**" shall mean, collectively, all of the covenants, terms and stipulations in these articles of agreement and in the supplementary documents which constitute essential parts of the agreement and are hereby made such parts thereof, to wit: all of the

documents and forms that were included in the bid package entitled “Bid Documents for City of North Wildwood Municipal Portable Toilet [Contract]” and in all of Contractor’s bid submission documents therefore dated February 21, 2024 upon which North Wildwood City Council relied in adopting Resolution 117-24 on March 5, 2024.

The word "**Specifications**" shall mean, collectively, all of the terms and stipulations contained in the “General Information to Bidders” and the “Specifications” appended to this agreement.

The words "**Contract Documents**" shall mean the "Contract" as hereinbefore defined.

Wherever in the Specifications or Contract Documents the words "directed", "required", "permitted", "ordered", "instructed", "designated", "considered necessary", or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation, or decision of the Owner is intended and, similarly, the words "approved", "acceptable" or satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to, the Owner unless another meaning is plainly intended.

ARTICLE II - WORK TO BE DONE

The Contractor shall supply all of the products and services and shall perform all work and furnish all materials, tools, labor and equipment necessary, proper and incidental to the completion of all work shown in the Specifications and Contract Documents or directed in accordance with the stipulations thereof; all to be in the manner, within the time and for the consideration herein stipulated and agreed upon.

ARTICLE III - WORK SHALL BE IN ACCORDANCE WITH SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all products, services, labor, materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to proper performance of the work in an acceptable manner.

a. Discrepancies: Any discrepancies found between the Specifications and work conditions or any inconsistencies or ambiguities in the Specifications shall be immediately reported to the Owner, who, if warranted, shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities which are not so corrected shall be done at the Contractor's risk.

b. Adequacy: The complete requirements of the work to be performed under the Contract shall be as set forth in the Specifications as supplied by the Owner. The Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon this instrument in order to perform the work in accordance with their combined intent.

c. Conformance: The work must conform with the Specifications and other directions of the Owner as to the quality of the work specified as given from time to time under the terms of this Contract. In no case shall any work in excess of the requirements of the Contract be paid for unless authorized in writing by the Owner or its agents or representatives especially authorized to do so and approved by the Owner.

ARTICLE IV - CONTRACTOR'S REPRESENTATIVES, EMPLOYEES AND OFFICE

The Contractor shall give his personal attention to the faithful prosecution of the work. The Contractor shall at all times be responsible for the conduct and discipline of his employees. Only competent and skilled persons shall be employed on the work, and whenever the Owner shall notify the Contractor in writing that any person on the work is, in his opinion, incompetent, unfaithful or disorderly, or in any other way unsatisfactory, such person shall be immediately discharged from the work and not again employed on it, except with the consent of the Owner.

ARTICLE V - RIGHTS AND RESPONSIBILITIES OF CONTRACTOR

All work shall be done in strict accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for the means, methods, techniques and procedures for providing a safe place for the performance of the work by the Contractor.

From the commencement of work, the Contractor shall be solely responsible for the administration of the work during the term of the Contract, for equipment used and intended to be used in the work and for protection to private and public property. Any injury or damage to the same shall be repaired at the Contractor's expense.

The Contractor shall be responsible for any loss or damage to his equipment and shall carry such insurance covering said loss or damage as is required by the Contract Documents.

ARTICLE VI - PAYMENT FOR WORK

The Owner shall pay and the Contractor shall accept as full compensation for all work performed by the Contractor under this Contract, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all rights of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified and for well and faithfully completing the work and the whole thereof as herein provided and at the prices set forth in the Contract Documents for the actual quantity of the authorized work done under each item scheduled in the Contract Documents.

Unless provided elsewhere in the contract documents, the sums due to Contractor during the term of this Contract shall be paid in periodic installments upon the Contractor submitting properly executed vouchers to the Owner's Chief Financial Officer in accordance with the Specifications and upon the approval of such by the Owner's Governing Body. All such requests for progress payments shall be in accordance with the rules, regulations and customary procedures established by Owner. Such vouchers, under normal circumstances, will be processed and paid by the Owner within forty-five (45) days of receipt; however, no services shall be rendered, nor charges made, which exceed either the purchase order amount or the amount appropriated for such services in the Municipal Budget.

ARTICLE VII - LAWS AND REGULATIONS

The Contractor shall keep himself informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in

any way affecting the conduct of the work, and all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract or in the Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, then the Contractor shall forthwith report the same in writing to the Owner. Contractor shall at all times himself observe and comply with and shall cause his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner, its elected officials, officers, employees and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

ARTICLE VIII - ASSIGNMENT AND SUBLETTING

The Contractor shall keep the work under his personal control and shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Owner and he shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent of the Owner. Consent by the Owner to an assignment of this consent shall not, in any way, release the Contractor from the conditions, covenants, and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

ARTICLE IX - OWNER'S RIGHT TO TERMINATE AGREEMENT AND COMPLETE WORK

The Owner shall have the right to terminate this agreement with the Contractor after giving two (2) weeks written notice of termination to the Contractor in the event of any default by the Contractor.

- a. Default by the Contractor: It shall be considered default by the Contractor whenever he shall:
 - (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors; or
 - (ii) Disregard or violate any of the provisions of the Contract Documents or fail to prosecute the work according to the agreed upon schedules and specifications; or
 - (iii) Fail to provide competent workmen or personnel or proper equipment or fail to make prompt payment therefor.
- b. Completion by the Owner: In the event of termination of the agreement by the Owner because of the default by the Contractor, the Owner may take whatever method and means he may select to complete the work.
- c. Payment for Work: Upon termination of the Contract by the Owner, no further payments shall be due the Contractor until a determination is made as to the cost to Owner to complete the Contract. Any money owed to Contractor for work performed, but not paid, as of the date of termination shall be credited to any damages sustained by the North Wildwood as a result of the termination.

ARTICLE X - INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and save and hold harmless the Owner, its elected officials, consultants, officers, employees and agents or each of them from and against all claims, damages, losses and expenses including all reasonable attorney's fees and legal expenses incurred by the Owner or any of the aforesaid that may result or arise directly or indirectly from, or by reason of, performance or non-performance of the work provided for in this contract and from all claims arising out of all actions, inaction, negligence or any other activity perpetrated by the Contractor, its agents, servants, employees or subcontractors or any of them that results in any loss of life or property, real, personal or mixed, or in injury or damages to persons or property, real personal or mixed.

ARTICLE XI - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a specifically agreed upon waiver or modification thereof in writing and in the absence of thereof no evidence shall be introduced in any proceeding of any other waiver or modification.

ARTICLE XII - LEGAL ADDRESS AND WRITTEN NOTICES

All notices to be given shall be given in writing and shall be delivered personally or by registered or certified mail, return receipt requested as follows:

- a. If to Owner, address to City of North Wildwood, 901 Atlantic Ave., North Wildwood, New Jersey 08260; Attention: City Clerk.
- b. If to Contractor, address as listed upon page one of this Contract.

No Notice may be validly served by email.

ARTICLE XIII - INSURANCE

The insurance requirements for this Contract are set forth in the Specifications and are incorporated herein by this reference thereto as if they were set forth at length.

In accordance with the Specifications, as a condition precedent to the Owner's obligation to execute this Contract, the Contractor is required to submit evidence (consisting of Certificates of Insurance or copies of the insurance policies with all endorsements) satisfactory to the Owner showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors are permitted to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained in this Article entitled "Insurance" or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Owner as an additional insured on such policies. Contractor waives all rights against the Owner in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as an additional insured.

The Contractor acknowledges that the Owner has insurable interests in the project and/or work to be performed pursuant to this contract under the Contractor's insurance policies.

Policy Limits - Specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

Periods of Coverage - All other policies required under the Contract shall remain in full force and effect until throughout the term of the Contract.

Certificates - Certificates of the insurance required above must be filed with the Owner before the Contract is signed on behalf of the Owner. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.

Copies of the Insurance Policies - Required must be filed with the Owner before the Contract is signed by the Owner.

Forms of Policies - All liability insurance shall be on an occurrence basis.

ARTICLE XIV - MISCELLANEOUS

- a. Damage to Property - Any damage that is done to any private property (real, personal or otherwise) or to any City of North Wildwood property (real, personal or otherwise) must be reported to the City of North Wildwood Director of Public Works and to the City of North Wildwood City Administrator within eight (8) hours of the occurrence of the incident resulting in said damage. As to any such damage caused by the Contractor or its employees, it is the sole responsibility of the Contractor to provide for repair or replacement, as the case may be, of the damaged property.
- b. Governing Law and Litigation - This contract shall be governed by and interpreted in accordance with the laws of the State of New Jersey and any litigation arising out of the performance or non-performance of the terms and conditions of this contract shall be conducted in the Superior Court of New Jersey, Cape May County; however, nothing set forth herein shall be deemed to limit the ability of the City of North Wildwood to remove any litigation commenced against it in the Superior Court of New Jersey to the United States District if grounds for such removal are available to the City of North Wildwood.
- c. Headings - The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.
- d. Attorney Review - North Wildwood and Contractor acknowledge that they have had adequate opportunity to review the contents of this contract with their respective legal counsel and have executed this contract with full and complete understanding of its

terms. North Wildwood and Contractor further agree that no inference concerning the meaning or interpretation of this contract shall be drawn based upon the fact that it has been drafted by North Wildwood's legal counsel.

ARTICLE XV - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties have set their hands and seals the day, month and year first written above.

Attest:

CITY OF NORTH WILDWOOD

W. Scott Jett, City Clerk

By: _____
Patrick Rosenello, Mayor

Attest:

(Affix Seal) Secretary

By: _____
President

Complete if unincorporated Contractor:

Witness:

OWNER ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss.
COUNTY OF CAPE MAY :

I CERTIFY, that on this _____ day of _____, 2024 before me personally appeared W. Scott Jett and acknowledged under oath to my satisfaction that:

- a. He is the City Clerk of the City of North Wildwood;
- b. He well knows the seal of the City of North Wildwood and that the seal affixed to this document is such seal and was affixed to this document by the proper official, Patrick Rosenello, who is the Mayor of the City of North Wildwood;
- c. He is the attesting witness to the signing of this contract by the said Mayor of the City of North Wildwood;
- d. This document was signed and delivered by the City of North Wildwood as its voluntary act duly authorized by a resolution of the governing body of the City of North Wildwood.

Sworn to and subscribed before me
the date aforesaid

PERSONAL ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : ss.
COUNTY OF CAPE MAY :

BE IT REMEMBERED, that on this _____ day of _____, 2024 before me, the subscriber, personally appeared _____ who, I am satisfied, is the person named in and who executed the within instrument, and thereupon acknowledged that the instrument was signed, sealed and delivered as his/her Act and Deed, for the uses and purposes therein expressed.

Sworn to and subscribed before me
the date aforesaid

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss.
COUNTY OF CAPE MAY :

BE IT REMEMBERED, that on this _____ day of _____, 2024 before me personally appeared _____ who, being by me duly sworn on his/her oath, does depose and make proof to my satisfaction that he/she is the Secretary of _____, the Corporation named in the within instrument; that _____ is the President/Vice President of said Corporation; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President/Vice President as and for the voluntary Act and Deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me
the date aforesaid

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New Jersey, County of Cape May

I am a Notary Public in and for the State of New Jersey, an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgment below to certify that it was made before me.

On _____, 2024, _____,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person (s) is/are members of _____, L.L.C. the limited liability company named in this instrument;
- b) this instrument was signed and delivered by the company as its voluntary act duly authorized by a proper Resolution of its members;
- c) this person knows the proper seal of the company, which was affixed to this instrument;
- d) this person signed this proof to attest to the truth of these facts; and

Notary Public of New Jersey
My Commission Expires:

CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CZAR ENGINEERING, LLC FOR SPECIALIZED ENGINEERING SERVICES TO BE PROVIDED BY LAMONT CZAR, P.E.

WHEREAS, the City of North Wildwood has a need for professional engineering services in connection with necessary repairs to City Hall; and

WHEREAS, Lamont Czar, P.E. of the firm of Czar Engineering, LLC has the experience, credentials and abilities to perform such engineering services as are presently required by the City of North Wildwood; and

WHEREAS, the North Wildwood Purchasing Agent has determined that the value of the contract authorized by this Resolution may exceed \$17,500.00 and, therefore, if the contract exceeds that value, it would be subject to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the professional services agreement authorized by this Resolution is awarded as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5, *et seq*; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, provides that contracts for professional services may awarded without public advertisement therefor; and

WHEREAS, under the Local Public Contracts Law, the subject contract would be a contract for professional services because:

(A) Professional services of the type herein sought are of such a nature as to require a high degree of trust or confidence in the individual or entity providing the service and, in fact, may require the creation of a confidential or fiduciary relationship between that individual or entity and the municipality;

(B) The services required are highly specialized or technical in nature;

(C) The services require peculiar ability or skill and demand a high degree of specialized knowledge or expertise;

(D) The services are such that their relative worth must be judged by subjective considerations that are not susceptible of valuation by competitive bidding;

(E) The individual or entity who will provide these services has demonstrated competence and particular expertise in the services required;

(F) The individual or entity who will perform these services is held to and fully adheres to the strict ethical standards that govern the involved profession;

(G) The services include advice to and consultation with the municipality that require both knowledge and judgment on the part of the individual or entity providing services, as well as the confidence of the municipal officials, such that competitive bidding is not feasible or practical;

(H) The services to be provided are such that their nature, scope and duration are not capable of precise measurement, but, rather, require a flexibility and discretion that render competitive bidding impractical and inefficient.

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 and repeated herein by this reference thereto as though the same were set forth at length.

2) The Mayor and City Clerk hereby are authorized to execute a professional services agreement with Czar Engineering, LLC, which agreement shall be annexed to and made part of this Resolution.

3) The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby is incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.

4) This Resolution shall only be effective when a copy of a certification of availability of funds prepared by the Chief Financial Officer of the City is attached hereto and the determination of value shall be placed on file with this Resolution.

5) This Resolution only shall become effective when Czar Engineering, LLC has completed and submitted a Business Entity Disclosure Certification that certifies that Czar Engineering, LLC 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 Czar Engineering, LLC 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 Czar Engineering, LLC 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.

7) This Resolution only shall become effective when a Certification Regarding Investment Activities in Iran is submitted to the City of North Wildwood by the contracting party 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.

8) This Resolution only shall become effective when a Certification of Non-Involvement in Prohibited Activities in Russia or Belarus is submitted to the City of North Wildwood by the contracting party pursuant to the provisions of N.J.S.A. 52:32-60.1 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 are on file and 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 5th day of March, 2024.

Dated: March 5, 2024

Signed: _____
W. Scott Jett, City Clerk

Approved: _____
Patrick T. Rosenello, Mayor

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

CZAR Engineering, L.L.C.

Lamont H. Czar, P.E.
5014 Fernwood Avenue
Egg Harbor Township, New Jersey 08234

Phone: (609) 653-9445
Fax: (609) 653-2015
www.czarengineering.com

February 14, 2024

Nicholas Long
City Administrator
City of North Wildwood Administration
901 Atlantic Avenue
North Wildwood, NJ 08260

RE: North Wildwood City Hall
901 Atlantic Avenue
North Wildwood, New Jersey

Dear Mr. Long:

The firm of CZAR Engineering, LLC submits this proposal for the following professional services relative to the above referenced project.

It is assumed that this project would be performed under the New Jersey State Cooperative Purchasing Program.

1. Evaluation:
 - a. Recommendations for site construction and requirements relative to building envelope.
 - b. Prepare preliminary performance specifications for waterproofing systems for cost analysis.
 - d. Submit a report listing the "pros and cons" of rehabilitation versus replacement of the existing building envelope.
2. Contract Documents: Our evaluation, along with existing plans, specifications and any prior reports that you may provide, all serve as a data base for the finalization of the building envelope system design with full contract documents including drawings, bidding and contract requirements and technical specifications. Final cost estimates are fine tuned based on the contract documents and supplied to you prior to bidding.
3. Bidding: Following the City's approval of the contract documents, we would assist you in obtaining bids. We provide the advertisements, conduct prebid conferences, review the bids, references, insurance bonds, etc. and prepare the Contractor's contract (subject to your legal counsel).

4. Construction Program Management services could be included as follows:
 1. Complete pre-construction photographic documentation of existing conditions
 2. Attend Pre Award meeting
 3. Assist Owner in obtaining all necessary pre-award documentation from successful bidder
 4. Provide weekly Observation Reports, dependent upon the contractor's scheduled activities, which will include the following:
 - a. Contractor's activities
 - b. Project workforce
 - c. General narrative on the overall progress of the project in comparison to the contractors CPM schedule
 - d. Advise the Owner and Engineer on any issues requiring additional actions
 - e. Safety: Observe the general conformance to the contractor's submitted safety program and advise the Owner/Engineer of concerns or deficiencies that require immediate attention.
 - f. Review Contractor's Application for Payment, Certified Payrolls, etc.
 - g. Attend all progress meetings
 - h. Project Schedule:
 1. Review the contractor's CPM schedule and provide updates based on the progress of the work
 2. Advise the Owner of any material deviations from the contractor's expected completion date.
5. Project Close Out:
 - a. Assist the Owner and Engineer in development of the project's punch list
 - b. Review progress of completion and report same to the Owner
 - c. Obtain all required project close out documents, warranties, Bonds, etc. required for close out

For this work, we will require a lump sum fee of \$19,500 itemized as follows:

Evaluation	= \$3,000
Contract Documents	= \$8,000
Bidding	= \$1,000
Construction Program Management	= \$7,500

Work will continue upon our receipt of a signed copy of this fee proposal. We will invoice monthly and/or at the completion of the work and expect payment in full within sixty days.

This proposal is based on the attached contract provisions and these qualifiers:

1. To minimize billable time, all communications will be channeled through one designated representative of the Client unless otherwise authorized.
2. Client will provided access to areas of investigation for inspection.

3. In the event that following commencement of the work, previously unforeseen conditions are exposed which necessitate additional services by this firm, we expect to receive, after appropriate consultation with you, additional fees for such services based on our customary hourly rates.
4. Czar Engineering's work will be limited to work as described herein only. No other structure will be reviewed and we defer to the building contract documents for all other design information. If the Client, Owner, Contractor, or any other interested party are aware of deficiencies in the balance of the structure, it is incumbent upon them to notify Czar Engineering, LLC, in writing, and additional services would follow under separate contract. Otherwise, Czar Engineering, LLC and /or Lamont H. Czar, P.E. cannot and will not accept liability for deficiencies in the balance of the structure.

If you have any questions, please contact this office.

Sincerely,



lamont czar, p.e.

Enclosure

Accepted this _____ day of _____, 2024

By: _____

CZAR Engineering, L.L.C.

RATE SCHEDULE

Effective January 1, 2023

Basic Hourly Rates (Includes factor for Professional Liability Insurance):

Expert Witness Testimony	\$350.00
Principal/Officer	\$300.00
Project Manager	\$200.00
Senior Engineer	\$185.00
Engineer	\$165.00
Engineering Associate	\$145.00
Construction Coordinator	\$165.00
Design Coordinator	\$145.00
Senior Designer	\$120.00
CAD Operator	\$105.00
Clerical/Secretarial	\$65.00

Reimbursable Expenses:

SUBCONSULTANTS = cost x 1.25

Includes factor for bookkeeping/accounting, general coordination and inherent liability.

EXPENSES PASSED THRU = cost x 1.10

Includes factor for bookkeeping/accounting.

NOTE: In addition to the hourly rates listed above, a minimum fee of \$300 will be charged for postponed, or canceled on-call appearances at court, depositions, etc., for which we are not notified at least 72 hours in advance.

CZAR ENGINEERING, L.L.C. ("Czar")
CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Czar are instruments of Czar's service that shall remain Czar's property. Upon execution of Agreement, the Czar grants to the Client a non-exclusive license to reproduce the instruments of service solely for the purposes of constructing the project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client agrees not to use Czar generated documents for marketing purposes or for projects other than the project for which the documents were prepared by Czar without Czar's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by Czar will be at the Client's sole risk and without liability to Czar or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Czar from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by Czar will entitle Czar to further compensation at rates to be agreed upon by the Client and Czar.

4. **DISPOSAL OF SAMPLES** - Czar will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of Czar's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, Czar will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform exhaustive, detailed observations or any inspections of the work.

Czar is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Czar's observations of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** - Czar and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers providing similar services. Czar shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. The Client agrees that services provided by Czar will be rendered without any warranty, express or implied.

Czar shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that Czar has been engaged to provide technical professional services only, and that Czar does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, Czar will furnish opinions of probable cost but does not guarantee the accuracy of such estimates and shall not be responsible for Client's reliance on Czar's opinions of probable cost. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Czar hereunder will be made on the basis of Czar's experience and qualifications and will represent Czar's judgment as an experienced and qualified design professional. Czar does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by Czar. The Client shall remain liable for, and shall promptly pay Czar for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes Czar's work on the project, Czar and the Client shall renegotiate Czar's fee.

If payment of invoices by the Client is not maintained current, Czar may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to defend, indemnify and hold Czar harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or Czar may terminate this Agreement for cause upon seven days written notice. The Client shall compensate Czar for services performed prior to termination and for prior authorized commitments made by Czar on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute Czar's estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** - Czar will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, pandemic and endemic, work-from-home mandates, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - Czar and client each recognize the relative risks, rewards and benefits of the project to both the Client/Owner and Czar, the risks have been allocated so that the Client/Owner agrees to that to the fullest extent permitted by law, the total liability by Czar, its engineers and other personnel to the Client/Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement, from any cause of causes at the time that the claim is resolved either by settlement, arbitration award, or final judgment.. Such causes included, but are not limited to Czar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This limitation of liability cost is included in this proposal as a part of Czar's basic fee unless otherwise noted.

Czar may retain consultants as independent contractors to perform services under this Agreement, on behalf of the Client, and Czar shall rely on the accuracy of information provided by said consultants.

Client and Czar agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to the Client's loss of use of the property, any rental expenses incurred, loss of income, profit or financing related to the property, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of any profits not related to the work under this Agreement, loss of reputation, or insolvency.

To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Czar and Client each waive any right to recover against the other for claims for damages arising during or after construction, to the extent such damages and claims are insured against, or required to be insured against, by Czar and Client under this Agreement.

14. **CONFLICTS OF INTEREST** - This project may presently or in the future involve parties with potentially adverse interests to those of Czar's existing or future clients ("Affected Parties" or "Affected Party"). Prior to Czar's acceptance of this assignment, Czar will make reasonable attempts to identify any Affected Parties based on information Czar has in its possession from the Client and any Affected Parties and Czar's search of its project and proposal databases. To the extent that Czar identifies a relationship with an Affected Party, Czar will inform the Client as to the identity of such parties. Client agrees to allow Czar to release to any Affected Parties the fact of Czar's engagement by the Client and any other information required to evaluate any potential conflict.

Czar's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to Czar by the Client and any Affected Parties, and by Czar's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of Czar's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from Czar's willful disregard of a relationship with the Affected Party, Czar shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between Czar and an Affected Party. Czar does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. Czar disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against Czar arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, Czar will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. MISCELLANEOUS

Governing Law; The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Reliance: Unless otherwise specifically indicated in writing, Czar shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless Czar from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with Czar's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by Czar.

Certifications: Czar shall not be required to sign any documents, no matter by whom requested, that would result in Czar's having to certify, guaranty, or warrant the existence of conditions that Czar cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse Czar for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by Czar, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on Czar's net income. Client shall promptly pay Czar for any Taxes actually paid by Czar on behalf of Client, or which are required to be collected or paid by Czar. Czar may bill Client separately for such Taxes.

Third-parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Czar.

16. INDEMNIFICATION

Contractor shall indemnify, save harmless and defend the Borough, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Borough

(collectively referred to as the "Borough"), to the fullest extent permitted by law, 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 or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Agreement or by the performance of any work or provision of any service provided under this Agreement, including all suits or actions of every kind or description brought against the Borough, either individually or jointly with the Contractor 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, the performance of any work or provision of any service pursuant to or in connection with this Agreement, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's control.

17. INSURANCE

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described herein and as is appropriate for the work being performed and furnished 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 Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. Contractor shall be required to name the Borough as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Borough with a Certificate of Insurance indicating that the insurance coverage as described herein, and as is appropriate for the work being performed and furnished, has been obtained and that the Borough has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Borough with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Borough as an "Additional Insured".

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the "Borough":

- A. Workers' Compensation
Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.
- B. General Liability Including Products & Completed Operations with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars** with a minimum annual aggregate of *two million (\$2,000,000) dollars**. Borough shall be named as "Additional Insured".
- C. Automobile Liability Insurance with a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar** for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
- D. Errors and Omissions/Professional Liability. A minimum limit of liability of *one million (\$1,000,000) dollar** per incident and in the annual aggregate.

Failure by the Contractor to supply such written evidence of required insurance and to

maintain same for the duration of this contract shall result in default under this contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the "Borough". The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the "Borough's" prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF NORTH WILDWOOD

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of North Wildwood as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Patrick Rosenello	Councilman David Del Conte
Council President Zampirri	Councilman Joseph Rullo
Councilman Edwin Koehler	
Councilwoman Margaret Bishop	
Councilwoman Kellyann Tolomeo	
Councilman James Kane	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
LAMONT C20R	5014 FERNWOOD EQU HARBOR TWP., NJ 08234

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: C20R ENTERPRISES LLC

Signature of Affiant: [Signature] Title: Principal

Printed Name of Affiant: LAMONT C20R Date: 2.15.24

Subscribed and sworn before me this 15 day of
February, 2024.

My Commission expires: 02-26-2026

[Signature]
(Witnessed or attested by)

BRIANNA M. HAGEL
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152108
My Commission Expires 2/26/2026

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF NORTH WILDWOOD

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



# City of North Wildwood

## Authorization for Direct Deposit Of Payment

Name CZAR ENGINEERING LLC

EIN # 22 3333092  
(OR SSN)

### Bank Information

Name OCEANFIRST BANK N.A

Address 1777 NEW RD

City, State, Zip LINWOOD NJ 08221

ABA # 231270353  
(routing #)

Acct # 980273460

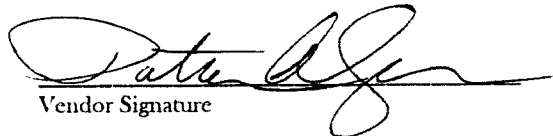
Bank Account Type (Checking/Savings) checking

Email: LCZAR@CZARENGINEERING.COM

You must submit a copy of either a voided check or deposit slip with this form to verify the Account number and bank.

### Authorization Statement:

Based upon the above information, direct deposit into my account is authorized.

  
Vendor Signature

2/15/2024  
Date



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CZAR ENGINEERING LIMITED LIABILITY COMPA

TRADE NAME:

ADDRESS:

5014 FERNWOOD AVE  
EGG HARBOR TWP NJ 08234

EFFECTIVE DATE:

05/03/12

SEQUENCE NUMBER:

1713699

ISSUANCE DATE:

05/08/12

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(01-00)-02050-401



# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

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

Lamont Czar

2 Business name/disregarded entity name, if different from above

Czar Engineering, LLL

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

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

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

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

☐ Other (see instructions): ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions

5014 Fernwood Avenue

6 City, state, and ZIP code

Egg Harbor Township, NJ 08234

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

- -

or

Employer identification number

2 2 - 3 3 3 3 0 9 2

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ► March 28, 2023

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CITY OF NORTH WILDWOOD
Cape May County, New Jersey

RESOLUTION

AUTHORIZING THE CITY OF NORTH WILDWOOD TO ENTER INTO A
SHARED SERVICES AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR SPECIAL EVENTS

WHEREAS, approvals have been granted for the holding many street festivals, which by
virtue of North Wildwood City Code §376 are known as “special events”; and

WHEREAS, the number of people attending these events rapidly have increased over the
past few years; and

WHEREAS, the City of North Wildwood hires seasonal police officers to supplement
the regular officers and the training period for most of these seasonal officers makes them not
available to work on many early tourist season weekends including Memorial Day Weekend; and

WHEREAS, in order to provide appropriate law enforcement services within the area of
the aforementioned time periods without a concomitant decrease in police services elsewhere in
the City of North Wildwood, it is necessary to engage the services of additional law enforcement
personnel during Memorial Day Weekend and various special events; and

WHEREAS, by entering into a Shared Services Agreement with the County of Cape
May, Sheriff’s Department, the City of North Wildwood can meet the law enforcement needs of
the City of North Wildwood for the aforementioned time periods in the most cost efficient
manner; and

WHEREAS, N.J.S.A. 40A:65-1 authorizes municipalities and counties to enter into an
agreement for the exchange of interlocal services pursuant to the provisions of that statute known
as the “Uniform Shared Services & Consolidation Act”.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of North
Wildwood, 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) A Shared Services Agreement hereby is authorized by and between the City of North
Wildwood and the County of Cape May, Sheriff’s Department, for the provision of
law enforcement services by the Sheriff’s Department to the City of North Wildwood
in return for payment in an amount not to exceed \$ 35,000.00.

\*\*\*\*\*

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
5th day of March 2024.

Dated March 5, 2024 Signed:
W. Scott Jett, City Clerk
Approved:
Patrick T. Rosenello, Mayor

Table with 7 columns: Name, Motion, Second, Aye, Nay, Abstain, Absent. Rows include Tolomeo, Rullo, Kane, Del Conte, Koehler, Bishop, and Zampirri.



CITY OF NORTH WILDWOOD  
Cape May County, New Jersey

RESOLUTION

AUTHORIZING ADVERTISEMENT FOR REQUESTS FOR  
PROPOSALS FOR LEAD-BASED PAINT INSPECTIONS

WHEREAS, N.J.A.C. 5-28A requires lead-based paint inspections of certain rental units; and

WHEREAS, Council deems it necessary to advertise for proposals for said inspections.

THEREFORE, BE IT RESOLVED by the Council of the City of North Wildwood, in the County of Cape May and State of New Jersey, that the City Clerk is hereby authorized to advertise to receive Requests for Proposals (RFP) for Lead-Based Paint Inspections.

\*\*\*\*\*  
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 5<sup>th</sup> day of March, 2024.

Dated: March 5, 2024  
Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

APPROVED: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

|           | Motion | Second | Aye | Nay | Abstain | Absent |
|-----------|--------|--------|-----|-----|---------|--------|
| Tolomeo   |        |        |     |     |         |        |
| Rullo     |        |        |     |     |         |        |
| Kane      |        |        |     |     |         |        |
| Del Conte |        |        |     |     |         |        |
| Koehler   |        |        |     |     |         |        |
| Bishop    |        |        |     |     |         |        |
| Zampirri  |        |        |     |     |         |        |



CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AMENDING RESOLUTION NO. 155-23 – RENEWAL OF ALCOHOLIC BEVERAGE  
LICENSES FOR NORTH WILDWOOD  
FOR THE LICENSE TERM JULY 1, 2023 TO JUNE 30, 2024

WHEREAS, Resolution No. 155-23, effectuating the renewal of certain Alcoholic Beverage Licenses in the City, was adopted by Council on June 20, 2023; and

WHEREAS, said Resolution contained some discrepancies in the addresses of licensed premises which must be corrected to conform with the records of the Division of Alcoholic Beverage Control; and

WHEREAS, applications have been made by the persons, firms and/or corporations set forth on the Schedule which is attached hereto and made a part hereof, for the renewal of Plenary Retail Consumption, Plenary Retail Distribution and/or Club Licenses heretofore granted by this issuing authority; and

WHEREAS, all things required to be done by said applicants have been done and/or are being done, including the payment of the required fees; and

WHEREAS, the issuing authority, having found:

- (a) The submitted application forms for renewals are complete in all respects;
- (b) The applicants are qualified to be licensees according to all statutory, regulatory and local government alcoholic beverage control laws and regulations; and
- (c) The applicants have disclosed and the issuing authority has reviewed any additional financing obtained in the previous license term which is required to be set forth on the application; and

WHEREAS, no objections to the issuance thereof have been filed with the City Clerk, and this body is of the opinion that said applications should be granted and licenses issued;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of North Wildwood, in the County of Cape May and State of New Jersey that the Plenary Retail Consumption, Plenary Retail Distribution and/or Club Licenses, as set forth on the Schedule hereinafter attached and made a part hereof, be and the same hereby are granted for the period from July 1, 2023 to June 30, 2024, unto each of the persons, firms and/or corporations therein recited, for the premises in North Wildwood, New Jersey, set opposite their respective names.

BE IT FURTHER RESOLVED by the Council of the City of North Wildwood, that the proper officer, to wit: W. Scott Jett, City Clerk, R.M.C., be and he hereby is authorized, empowered and directed to sign such licenses by and on behalf of the said City of North Wildwood, New Jersey, and to complete same in accordance with the directives received from the New Jersey Division of Alcoholic Beverage Control.

BE IT FURTHER RESOLVED that the City Clerk, be and he hereby is directed to forward a certified copy of this Resolution to the Director of the New Jersey Division of Alcoholic Beverage Control, CN-087, Trenton, New Jersey, 08625, pursuant to the statutes and the rules and regulations of that Division in such cases made and provided, and in accordance with the aforesaid directives issued by said Director.

\*\*\*\*\*

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 5<sup>th</sup> day of March, 2024.

Dated: March 5, 2024

Signed: W. Scott Jett, City Clerk

APPROVED: Patrick Rosenello, Mayor

|           | Motion | Second | Aye | Nay | Abstain | Absent |
|-----------|--------|--------|-----|-----|---------|--------|
| Tolomeo   |        |        |     |     |         |        |
| Rullo     |        |        |     |     |         |        |
| Kane      |        |        |     |     |         |        |
| Del Conte |        |        |     |     |         |        |
| Koehler   |        |        |     |     |         |        |
| Bishop    |        |        |     |     |         |        |
| Zampirri  |        |        |     |     |         |        |



**COMPLETE LIST - LIQUOR LICENSE RENEWALS - 07/01/23 - 06/30/24**

| <b><u>Name of Licensee and<br/>State Assigned License Number:</u></b>                                                                        | <b><u>Premises Licensed:</u></b>                     | <b><u>Type</u></b>             |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------|
| <b>Jaylbees, Inc.</b><br>t/a North End American Grill<br>0507-33-001-008                                                                     | 206 Olde New Jersey Ave.<br>North Wildwood, NJ       | PRC                            |
| <b>McMullan Family LLC</b><br>t/a Anglesea Pub<br>0507-33-002-007                                                                            | 116 W. First Avenue<br>North Wildwood, NJ            | PRC                            |
| <b>North Wildwood Liquor Store, Inc.</b><br>t/a Bubba's Liquor Warehouse<br>0507-44-003-007                                                  | 234 W. Spruce Avenue<br>North Wildwood, NJ           | PRD                            |
| <b>101 E. Walnut Business Ventures LLC</b><br>t/a the Inlet on Olde<br>0507-33-004-012                                                       | 101 E. Walnut Avenue<br>North Wildwood, NJ           | PRC                            |
| <b>Kevin &amp; Tom Inc.</b><br>t/a North Shore Bar<br>0507-33-005-012                                                                        | 301-303 New York Avenue<br>North Wildwood, NJ        | PRC                            |
| <b>Marquee Enterprises, Inc.</b><br>t/a #1 Tavern<br>0507-33-007-002                                                                         | 100 Atlantic Avenue<br>North Wildwood, NJ            | PRC                            |
| <b>B PLUS G, LLC</b><br>t/a Exit 6<br>0507-33-008-009                                                                                        | 100 W. Walnut Avenue<br>North Wildwood, NJ           | PRC                            |
| <b>SPTWO LLC (Seaport Pier)</b><br><br>0507-32-009-008                                                                                       | c/o 9310 Keystone Street<br>Philadelphia, PA         | PRC (INACTIVE)<br>BPP (POCKET) |
| <b>Flip Flopz LLC</b><br>t/a Flip Flopz of North Wildwood<br>0507-33-010-007                                                                 | 300 Olde New Jersey Avenue<br>North Wildwood, NJ     | PRC                            |
| <b>Cocos Ocean Bay Club, LLC</b><br>c/o One Gateway Center Ste. 920<br>Penn Plaza, Newark, NJ<br>0507-33-011-011                             | 510-610 New York Ave.                                | PRC ■                          |
| <b>BIGJOJO1, Inc.</b><br>t/a Curran's North Wildwood<br>0507-33-012-007                                                                      | 100 Olde New Jersey Ave.<br>North Wildwood, NJ       | PRC                            |
| <b>Adam Youschak, Inc.</b><br>t/a Adam's Restaurant, Red Parrot Lounge<br>and Montego Bay Resort and Conference<br>Center<br>0507-33-013-006 |                                                      | PRC (INACTIVE)<br>(POCKET)     |
| <b>North Wildwood Liquor Store, Inc.</b><br>t/a Bubba's Liquor Store<br>0507-44-014-006                                                      | 1801 New Jersey Avenue<br>North Wildwood, NJ         | PRD                            |
| <b>The Surfing Pig LLC</b><br>t/a The Surfing Pig<br>0507-33-015-012                                                                         | 231 W. 10 <sup>th</sup> Avenue<br>North Wildwood, NJ | PRC                            |
| <b>HHN, Inc.</b><br>t/a Owen's Pub<br>0507-32-016-014                                                                                        | 119 E. 17 <sup>th</sup> Avenue<br>North Wildwood, NJ | PRC                            |



| <b><u>Name of Licensee and<br/>State Assigned License Number:</u></b>                                                                              | <b><u>Premises Licensed:</u></b>                                     | <b><u>Type</u></b>             |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------|
| <b>Boyz Club &amp; Sportzyard, Inc.</b><br>t/a Keenan's Irish Pub, Peggy's Crab Shack,<br>Keenan's Cabana Bar, and Angry Jack's<br>0507-33-017-007 | 113-117 Olde New Jersey &<br>212 Chestnut Ave.<br>North Wildwood, NJ | PRC                            |
| <b>Boardwalk Beverages LLC</b><br><br>0507-33-018-009                                                                                              | c/o Ron Gelzunas<br>PO Box 1288 PRC<br>Wildwood Crest, NJ            | <b>(INACTIVE)<br/>(POCKET)</b> |
| <b>Wildwood Lodge #585</b><br>Loyal Order of Moose<br>0507-31-020-002                                                                              | 300 West Spruce Avenue<br>North Wildwood, NJ                         | Club                           |
| <b>Greater Wildwood Lodge #1896</b><br>Benevolent & Protective Order of Elks, Inc.<br>0507-31-021-005                                              | 109 W. First Avenue<br>North Wildwood, NJ                            | Club                           |
| <b>201 Old NJ Ave. LLC</b><br>t/a Joe-Joe's Tacos and Tequila<br>0507-33-022-010                                                                   | 201 Olde New Jersey Ave.<br>North Wildwood, NJ                       | PRC                            |
| <b>2507 Delaware Ave LL LLC</b><br>t/a The Salty Mermaid Bar & Grille<br>0507-33-023-015                                                           | 2507 Delaware Avenue<br>North Wildwood, NJ                           | PRC ■                          |
| <b>Aloha Tropical Drinks, LLC</b><br>t/a Acropolis Oceanfront Resort<br>0507-36-024-005                                                            | 300 JFK Drive<br>North Wildwood, NJ                                  | Hotel/Motel                    |
| <b>The Morey Organization, Inc.</b><br>T/a Ocean Oasis Waterpark & Beach Club<br>And Joe's Fish House<br>0507-33-025-014                           | 2501 Boardwalk<br>North Wildwood, NJ                                 | PRC ■                          |
| <b>Wildwood Knights of Columbus Home Assoc.</b><br>0507-31-028-002                                                                                 | 206 New York Ave.<br>North Wildwood, NJ                              | Club                           |
| <b>Youschak Properties LLC</b><br><br>0507-36-029-001                                                                                              | 1800 Boardwalk<br>North Wildwood, NJ 08260                           | Hotel/Motel                    |





CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING RETURN OF BALANCE OF ESCROW DEPOSIT

WHEREAS, the Application submitted by Dennis Newcomb seeks ‘c’ variance relief in relation to the minimum lot depth & the minimum rearyard setback in connection with the proposed construction of a single-family dwelling on an undersized lot located at 110 Delaware Avenue, a/k/a Block: 126, Lot: 1, in the City’s R-2 Zoning District, 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 August 11, 2011; 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 \$1,200.00 & 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 \$405.00.

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.

\*\*\*\*\*

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 5<sup>th</sup> day of March, 2024.

Dated: \_\_ March 5, 2024 Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

Approved: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

|           | Motion | Second | Aye | Nay | Abstain | Absent |
|-----------|--------|--------|-----|-----|---------|--------|
| Tolomeo   |        |        |     |     |         |        |
| Rullo     |        |        |     |     |         |        |
| Kane      |        |        |     |     |         |        |
| Del Conte |        |        |     |     |         |        |
| Koehler   |        |        |     |     |         |        |
| Bishop    |        |        |     |     |         |        |
| Zampirri  |        |        |     |     |         |        |



CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING RETURN OF BALANCE OF ESCROW DEPOSIT

WHEREAS, the Application (P-22-9-1) submitted by Galway Condominium Association seeks preliminary & final siteplan approval & ‘C’ variance relief in order to construct accessory storage sheds at the property located at 113-115 East 7<sup>th</sup> Avenue, a/k/a Block 214, Lot 18, in the City’s R-2 Zoning District, 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 November 9, 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 \$304.80.

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.

\*\*\*\*\*

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 5<sup>th</sup> day of March, 2024.

Dated: March 5, 2024

Signed: W. Scott Jett, City Clerk

Approved: Patrick T. Rosenello, Mayor

|           | Motion | Second | Aye | Nay | Abstain | Absent |
|-----------|--------|--------|-----|-----|---------|--------|
| Tolomeo   |        |        |     |     |         |        |
| Rullo     |        |        |     |     |         |        |
| Kane      |        |        |     |     |         |        |
| Del Conte |        |        |     |     |         |        |
| Koehler   |        |        |     |     |         |        |
| Bishop    |        |        |     |     |         |        |
| Zampirri  |        |        |     |     |         |        |



CITY OF NORTH WILDWOOD

Cape May County, New Jersey

RESOLUTION

AUTHORIZING RETURN OF BALANCE OF ESCROW DEPOSIT

WHEREAS, The Application (P-22-12-2) submitted by Argus Property Group, LP seeks Conditional Use/siteplan approval in order to construct a single-family semi-detached (duplex) dwelling in accordance with provisions of §276-16(D) of the City’s Land Development Ordinance, in relation to the property located at 109 West 8<sup>th</sup> Avenue, North Wildwood, NJ, a/k/a Block 182, Lot 15. The property is located in the R-2 Zoning District, 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 February 9, 2023; and

WHEREAS, §276-67(E)(2) provides that unused escrow balances may be returned to the Applicant within 90 days upon written request by the applicant & as authorized by City Council; and

WHEREAS, the amount of funds submitted and escrowed was \$2,000.00 & Applicant has made written request for return of the unused balance, after Board professionals’ fees have been paid, which amount the Chief Financial Officer of the City of North Wildwood has calculated to be \$1,144.00.

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.

\*\*\*\*\*

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 5<sup>th</sup> day of March, 2024.

Dated: \_\_March 5, 2024\_\_ Signed: \_\_\_\_\_  
W. Scott Jett, City Clerk

Approved: \_\_\_\_\_  
Patrick T. Rosenello, Mayor

|           | Motion | Second | Aye | Nay | Abstain | Absent |
|-----------|--------|--------|-----|-----|---------|--------|
| Tolomeo   |        |        |     |     |         |        |
| Rullo     |        |        |     |     |         |        |
| Kane      |        |        |     |     |         |        |
| Del Conte |        |        |     |     |         |        |
| Koehler   |        |        |     |     |         |        |
| Bishop    |        |        |     |     |         |        |
| Zampirri  |        |        |     |     |         |        |



Batch Id: RB      Batch Type: C      Batch Date: 03/05/24      Checking Account: CREST      G/L Credit: Budget G/L Credit  
Generate Direct Deposit: N

| Check No. | Check Date | Vendor # | Name                                                                         | Payment Amt | Street 1 of Address to be printed on Check | Charge Account  | Account Type | Status | Seq | Acct |
|-----------|------------|----------|------------------------------------------------------------------------------|-------------|--------------------------------------------|-----------------|--------------|--------|-----|------|
| PO #      | Enc Date   | Item     | Description                                                                  |             | Description                                |                 |              |        |     |      |
| 24-00407  | 02/28/24   | 1        | 03/05/24 01479 AT&T MOBILITY<br>CITY CELL PHONES FEB 2024                    | 802.43      | PO BOX 6463                                | 4-01-31-440-010 | Budget       | Aprv   | 57  | 1    |
|           |            |          |                                                                              | 802.43      | TELEPHONE COSTS                            |                 |              |        |     |      |
| 24-00375  | 02/20/24   | 1        | 03/05/24 01662 ARGUS PROPERTY GROUP LP<br>Refund of Escrow                   | 3,446.75    | 606 GORDON DR                              | Z-20-12-1       | Project      | Aprv   | 22  | 1    |
|           |            |          |                                                                              | 3,446.75    | 119 & 121 New York Ave                     |                 |              |        |     |      |
| 24-00392  | 02/22/24   | 1        | 03/05/24 01993 ADP, Inc.<br>Time and Attendance                              | 216.35      | PO Box 830272                              | 4-01-20-100-036 | Budget       | Aprv   | 40  | 1    |
|           |            |          |                                                                              | 216.35      | GEN ADM - OFFICE SUPPLIES                  |                 |              |        |     |      |
| 24-00428  | 02/29/24   | 1        | 03/05/24 02102 DANIEL BRADLEY<br>NW SHARKS REFEREE                           | 100.00      | 5712 park blvd.                            | T-03-56-190-011 | Budget       | Aprv   | 79  | 1    |
| 24-00428  | 02/29/24   | 2        | NW SHARKS REFEREE 5TH-6TH GR                                                 | 50.00       | RECREATION CENTER                          | T-03-56-190-011 | Budget       | Aprv   | 80  | 1    |
|           |            |          |                                                                              | 150.00      | RECREATION CENTER                          |                 |              |        |     |      |
| 24-00416  | 02/28/24   | 1        | 03/05/24 02245 CRYSTAL SPRINGS<br>LIGHTHOUSE H2O                             | 47.92       | PO BOX 660579                              | T-03-56-195-011 | Budget       | Aprv   | 69  | 1    |
|           |            |          |                                                                              | 47.92       | HEREFORD LIGHTHOUSE TRUST                  |                 |              |        |     |      |
| 24-00400  | 02/26/24   | 1        | 03/05/24 02348 BUILDING SAFETY CONF. OF NJ<br>2024 Building Safety Conferenc | 825.00      | C/O DCA EDUCATION UNIT                     | 4-01-22-195-042 | Budget       | Aprv   | 46  | 1    |
|           |            |          |                                                                              | 825.00      | INSP OF CONSTR-EDUCATION AND TRAINING      |                 |              |        |     |      |
| 24-00398  | 02/24/24   | 1        | 03/05/24 02719 Blaney, Donohue, Weinberg PC<br>Legal Consulting              | 2,325.00    | 2123 DUNE DRIVE, SUITE 11                  | 4-01-20-155-027 | Budget       | Aprv   | 44  | 1    |
| 24-00398  | 02/24/24   | 2        | Conflict Prosecutor                                                          | 370.00      | LEGAL SERV-PROF SERVICES                   | 4-01-20-155-027 | Budget       | Aprv   | 45  | 1    |
|           |            |          |                                                                              | 2,695.00    | LEGAL SERV-PROF SERVICES                   |                 |              |        |     |      |
| 24-00420  | 02/28/24   | 1        | 03/05/24 03042 ShoreScan Solutions<br>SHORESCAN MONTHLY + ANNUAL             | 785.00      | PO Box 1144                                | 4-01-20-120-033 | Budget       | Aprv   | 73  | 1    |
|           |            |          |                                                                              | 785.00      | MUN CLK - BOOKS AND PUB                    |                 |              |        |     |      |
| 24-00401  | 02/26/24   | 1        | 03/05/24 03045 CMC MUN CRT ADM ASSOC<br>CMC assoc dues 2024                  | 100.00      | Loren Ready, Treasurer                     | 4-01-43-490-044 | Budget       | Aprv   | 47  | 1    |
|           |            |          |                                                                              | 100.00      | MUN CT - PROF ASSN DUES                    |                 |              |        |     |      |



| Check No. | Check Date | Vendor # Name                        | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct |
|-----------|------------|--------------------------------------|-------------|--------------------------------------------|----------------|--------------|--------|-----|------|
| PO #      | Enc Date   | Item Description                     |             | Description                                |                |              |        |     |      |
|           | 03/05/24   | 03050 C.M.C.M.U.A.                   |             | 1523 ROUTE 9 NORTH                         |                |              |        |     |      |
| 24-00386  | 02/22/24   | 1 Tipping Fees - January 2024        | 1,039.41    | 4-01-26-310-066                            | Budget         | Aprv         | 30     | 1   |      |
|           |            |                                      |             | BLDGS & GRNDS LANDSCAPING                  |                |              |        |     |      |
| 24-00386  | 02/22/24   | 2 Tipping Fees - January 2024        | 14,753.75   | 4-01-31-467-099                            | Budget         | Aprv         | 31     | 1   |      |
|           |            |                                      |             | CMC TIPPING FEES                           |                |              |        |     |      |
|           |            |                                      | 15,793.16   |                                            |                |              |        |     |      |
|           | 03/05/24   | 03084 CALIBRE PRESS, INC.            |             | P.O. BOX 3476                              |                |              |        |     |      |
| 24-00424  | 02/29/24   | 1 Street Survival Seminar            | 279.00      | 4-01-25-240-029                            | Budget         | Aprv         | 77     | 1   |      |
|           |            |                                      |             | POLICE-CONTRACTUAL SERVICES                |                |              |        |     |      |
|           |            |                                      | 279.00      |                                            |                |              |        |     |      |
|           | 03/05/24   | 03348 COMCAST                        |             | PO BOX 37601                               |                |              |        |     |      |
| 24-00411  | 02/28/24   | 1 INTERNET FEB 2024                  | 395.00      | 4-01-20-100-036                            | Budget         | Aprv         | 65     | 1   |      |
|           |            |                                      |             | GEN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
|           |            |                                      | 395.00      |                                            |                |              |        |     |      |
|           | 03/05/24   | 03361 COMCAST                        |             | P.O. BOX 70219                             |                |              |        |     |      |
| 24-00410  | 02/28/24   | 1 8499050130148675                   | 351.18      | 4-01-25-240-036                            | Budget         | Aprv         | 60     | 1   |      |
|           |            |                                      |             | POLICE - OFFICE SUPPLIES                   |                |              |        |     |      |
| 24-00410  | 02/28/24   | 2 8499050130074012                   | 15.02       | 4-01-20-100-036                            | Budget         | Aprv         | 61     | 1   |      |
|           |            |                                      |             | GEN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00410  | 02/28/24   | 3 8499050130118769                   | 565.03      | 4-01-28-370-036                            | Budget         | Aprv         | 62     | 1   |      |
|           |            |                                      |             | REC CTR - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00410  | 02/28/24   | 4 8499050130147107                   | 33.20       | 4-01-28-370-036                            | Budget         | Aprv         | 63     | 1   |      |
|           |            |                                      |             | REC CTR - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00410  | 02/28/24   | 5 8499050130035690                   | 3.00        | 4-01-25-265-036                            | Budget         | Aprv         | 64     | 1   |      |
|           |            |                                      |             | FIRE - OFFICE SUPPLIES                     |                |              |        |     |      |
|           |            |                                      | 967.43      |                                            |                |              |        |     |      |
|           | 03/05/24   | 03383 ATLANTIC CITY ELECTRIC         |             | P.O. BOX 13610                             |                |              |        |     |      |
| 23-02796  | 12/08/23   | 1 DEC 2023 ELECTRIC TRAFFIC          | 1,045.15    | 3-01-31-436-010                            | Budget         | Aprv         | 1      | 1   |      |
|           |            |                                      |             | TRAFFIC LIGHT COSTS                        |                |              |        |     |      |
| 23-02796  | 12/08/23   | 2 DEC 2023 ELECTRIC GENERAL          | 9,712.61    | 3-01-31-430-010                            | Budget         | Aprv         | 2      | 1   |      |
|           |            |                                      |             | ELECTRICITY COSTS                          |                |              |        |     |      |
| 23-02796  | 12/08/23   | 3 DEC 2023 ELECTRIC GENERAL          | 19,085.10   | 3-01-31-435-010                            | Budget         | Aprv         | 3      | 1   |      |
|           |            |                                      |             | STREET LIGHTING COSTS                      |                |              |        |     |      |
|           |            |                                      | 29,842.86   |                                            |                |              |        |     |      |
|           | 03/05/24   | 03635 Cape May Star and Wave         |             | P.O. Box 2427                              |                |              |        |     |      |
| 24-00421  | 02/28/24   | 1 CAPE MAY STAR & WAVE LEGALS        | 33.00       | 4-01-20-120-021                            | Budget         | Aprv         | 74     | 1   |      |
|           |            |                                      |             | MUN CLK- LEGAL ADVERTISING                 |                |              |        |     |      |
|           |            |                                      | 33.00       |                                            |                |              |        |     |      |
|           | 03/05/24   | 04091 Delta Dental of New Jersey Inc |             | P.O. BOX 36483                             |                |              |        |     |      |
| 24-00405  | 02/28/24   | 1 City Dental Ins - March 2024       | 8,945.03    | 4-01-23-220-095                            | Budget         | Aprv         | 56     | 1   |      |
|           |            |                                      |             | DENTAL INSURANCE PREMIUMS                  |                |              |        |     |      |
|           |            |                                      | 8,945.03    |                                            |                |              |        |     |      |
|           | 03/05/24   | 04182 Dell Marketing L.P.            |             | C/O Dell USA L.P.                          |                |              |        |     |      |
| 24-00144  | 01/22/24   | 1 Monitor for RB                     | 160.99      | 4-01-20-130-036                            | Budget         | Aprv         | 4      | 1   |      |
|           |            |                                      |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |



| Check No. | Check Date | Vendor # Name                       | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct |
|-----------|------------|-------------------------------------|-------------|--------------------------------------------|----------------|--------------|--------|-----|------|
| PO #      | Enc Date   | Item Description                    |             | Description                                |                |              |        |     |      |
|           |            |                                     | 160.99      |                                            |                |              |        |     |      |
|           | 03/05/24   | 04385 DOCUTREND INC                 |             | 575 8th Avenue                             |                |              |        |     |      |
| 24-00376  | 02/21/24   | 1 Contract Base Rate and Overage    | 2,598.00    | 4-01-20-100-036                            | Budget         | Aprv         | 23     | 1   |      |
|           |            |                                     |             | GEN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00376  | 02/21/24   | 2 Contract Base Rate and Overage    | 2,316.40    | 4-01-20-100-036                            | Budget         | Aprv         | 24     | 1   |      |
|           |            |                                     |             | GEN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
|           |            |                                     | 4,914.40    |                                            |                |              |        |     |      |
|           | 03/05/24   | 07046 GENERAL CODE ,LLC             |             | P.O. Box 772512                            |                |              |        |     |      |
| 24-00422  | 02/28/24   | 1 25% DEPOSIT RECODIFICATION        | 3,450.00    | 4-01-20-120-105                            | Budget         | Aprv         | 75     | 1   |      |
|           |            |                                     |             | MUN CLK - CODIF. OF ORDS                   |                |              |        |     |      |
|           |            |                                     | 3,450.00    |                                            |                |              |        |     |      |
|           | 03/05/24   | 07317 GREAT AMERICAN FINANCIAL SERV |             | PO BOX 660831                              |                |              |        |     |      |
| 24-00419  | 02/28/24   | 1 POSTAGE MACHINE LEASE             | 530.00      | 4-01-20-120-022                            | Budget         | Aprv         | 72     | 1   |      |
|           |            |                                     |             | MUN CLK - POSTAGE                          |                |              |        |     |      |
|           |            |                                     | 530.00      |                                            |                |              |        |     |      |
|           | 03/05/24   | 08013 CAPE MAY COUNTY HERALD        |             | 1508 ROUTE 47 SOUTH                        |                |              |        |     |      |
| 24-00429  | 02/29/24   | 1 HERALD LEGAL ADS                  | 772.70      | 4-01-20-120-021                            | Budget         | Aprv         | 81     | 1   |      |
|           |            |                                     |             | MUN CLK- LEGAL ADVERTISING                 |                |              |        |     |      |
|           |            |                                     | 772.70      |                                            |                |              |        |     |      |
|           | 03/05/24   | 08274 HORIZON STRUCTURES, LLC       |             | 5075 LOWER VALLEY RD.                      |                |              |        |     |      |
| 24-00159  | 01/23/24   | 1 New Cupola 1st & Surf             | 3,110.00    | 4-01-26-310-058                            | Budget         | Aprv         | 5      | 1   |      |
|           |            |                                     |             | Buildings&Grounds Other Equip/Supplies     |                |              |        |     |      |
|           |            |                                     | 3,110.00    |                                            |                |              |        |     |      |
|           | 03/05/24   | 10077 JOYCEMEDIA                    |             | 41 PARK DRIVE                              |                |              |        |     |      |
| 24-00403  | 02/28/24   | 1 Web Hosting Package, Updates      | 1,016.95    | 4-01-20-100-028                            | Budget         | Aprv         | 54     | 1   |      |
|           |            |                                     |             | GEN ADM - PROF/ CONSULTANT                 |                |              |        |     |      |
| 24-00404  | 02/28/24   | 1 Web Hosting Package, Updates      | 431.95      | 4-01-20-100-028                            | Budget         | Aprv         | 55     | 1   |      |
|           |            |                                     |             | GEN ADM - PROF/ CONSULTANT                 |                |              |        |     |      |
| 24-00413  | 02/28/24   | 1 LIGHTHOUSE WEBSITE                | 29.95       | T-03-56-195-011                            | Budget         | Aprv         | 66     | 1   |      |
|           |            |                                     |             | HEREFORD LIGHTHOUSE TRUST                  |                |              |        |     |      |
| 24-00417  | 02/28/24   | 1 LIGHTHOUSE WEBSITE                | 29.95       | T-03-56-195-011                            | Budget         | Aprv         | 70     | 1   |      |
|           |            |                                     |             | HEREFORD LIGHTHOUSE TRUST                  |                |              |        |     |      |
|           |            |                                     | 1,508.80    |                                            |                |              |        |     |      |
|           | 03/05/24   | 10205 J. BYRNE AGENCY, INC.         |             | 5200 NEW JERSEY AVENUE                     |                |              |        |     |      |
| 24-00389  | 02/22/24   | 1 Group Health/Med Accident         | 5,339.00    | 4-01-23-210-093                            | Budget         | Aprv         | 34     | 1   |      |
|           |            |                                     |             | INSURANCE-FLOOD/ ACCIDENT                  |                |              |        |     |      |
|           |            |                                     | 5,339.00    |                                            |                |              |        |     |      |
|           | 03/05/24   | 13224 M. S. BROWN JEWELERS          |             | 3304 PACIFIC AVENUE                        |                |              |        |     |      |
| 24-00423  | 02/29/24   | 1 officer Plaque                    | 117.00      | 4-01-25-240-029                            | Budget         | Aprv         | 76     | 1   |      |
|           |            |                                     |             | POLICE-CONTRACTUAL SERVICES                |                |              |        |     |      |
|           |            |                                     | 117.00      |                                            |                |              |        |     |      |
|           | 03/05/24   | 13764 MCAA OF NJ                    |             | Karen Gomez, CMCA                          |                |              |        |     |      |
| 24-00368  | 02/20/24   | 1 MCAA of NJ 2024 Dues              | 100.00      | 4-01-43-490-044                            | Budget         | Aprv         | 17     | 1   |      |



| Check No. | Check Date | Vendor # Name                        | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct |
|-----------|------------|--------------------------------------|-------------|--------------------------------------------|----------------|--------------|--------|-----|------|
| PO #      | Enc Date   | Item Description                     |             | Description                                |                |              |        |     |      |
|           |            |                                      | 100.00      | MUN CT - PROF ASSN DUES                    |                |              |        |     |      |
| 24-00160  | 03/05/24   | 13822 MOTOROLA SOLUTIONS, INC.       |             | 13108 COLLECTIONS CTR DRIVE                |                |              |        |     |      |
|           | 01/23/24   | 1 V300, USB Dock, Desk Charger       | 200.00      | 4-01-25-240-029                            | Budget         | Aprv         | 6      | 1   |      |
|           |            |                                      | 200.00      | POLICE-CONTRACTUAL SERVICES                |                |              |        |     |      |
| 24-00395  | 03/05/24   | 14306 GEN DIGITAL, INC.              |             | 60 E RIO SALADO PKWY                       |                |              |        |     |      |
|           | 02/22/24   | 1 LifeLock Monthly Subscription      | 76.33       | 4-01-20-100-028                            | Budget         | Aprv         | 42     | 1   |      |
| 24-00395  | 02/22/24   | 2 LifeLock Monthly Subscription      | 76.33       | 4-01-20-100-028                            | Budget         | Aprv         | 43     | 1   |      |
|           |            |                                      | 152.66      | GEN ADM - PROF/ CONSULTANT                 |                |              |        |     |      |
| 24-00379  | 03/05/24   | 15010 OPTIMIST CLUB OF THE WILDWOODS |             | 130 W. 8TH AVE                             |                |              |        |     |      |
|           | 02/21/24   | 1 1/4 PAGE AD - OPTIMIST TOURN.      | 25.00       | T-03-56-190-011                            | Budget         | Aprv         | 26     | 1   |      |
| 24-00390  | 02/22/24   | 1 1/2 PAGE AD - OPTIMIST TOURN.      | 50.00       | 4-01-28-380-058                            | Budget         | Aprv         | 35     | 1   |      |
|           |            |                                      | 75.00       | LFGDS - OTHER EQUIP & SUPPLIES             |                |              |        |     |      |
| 24-00369  | 03/05/24   | 16825 Maurice A Pierce               |             | 16 Torresdale Street                       |                |              |        |     |      |
|           | 02/20/24   | 1 Interpreter 2/13/24                | 226.24      | 4-01-43-490-028                            | Budget         | Aprv         | 18     | 1   |      |
|           |            |                                      | 226.24      | MUN CT - OTHER PROF, CONSULT               |                |              |        |     |      |
| 24-00388  | 03/05/24   | 190009 SHORE COUNSELING, LLC         |             | 15 South Main Street                       |                |              |        |     |      |
|           | 01/02/24   | 1 1st Quarter - Counseling           | 800.00      | 4-01-20-100-028                            | Budget         | Aprv         | 33     | 1   |      |
|           |            |                                      | 800.00      | GEN ADM - PROF/ CONSULTANT                 |                |              |        |     |      |
| 24-00384  | 03/05/24   | 19023 SHORE ANIMAL CONTROL SERVICES  |             | P.O. BOX 597                               |                |              |        |     |      |
|           | 02/22/24   | 1 Animal Control - January 2024      | 1,400.00    | 4-01-27-340-099                            | Budget         | Aprv         | 28     | 1   |      |
| 24-00385  | 02/22/24   | 1 January Call Outs                  | 75.00       | 4-01-27-340-099                            | Budget         | Aprv         | 29     | 1   |      |
|           |            |                                      | 1,475.00    | ANIMAL CONTROL COSTS                       |                |              |        |     |      |
| 24-00425  | 03/05/24   | 19578 SONITROL SECURITY OF DE VALLEY |             | 802 FIRST STATE BLVD                       |                |              |        |     |      |
|           | 02/29/24   | 1 Server Maintenance - Camera        | 1,366.29    | 4-01-25-240-029                            | Budget         | Aprv         | 78     | 1   |      |
|           |            |                                      | 1,366.29    | POLICE-CONTRACTUAL SERVICES                |                |              |        |     |      |
| 24-00373  | 03/05/24   | 19664 Stefankiewicz & Belasco LLC    |             | 111 East 17th Street                       |                |              |        |     |      |
|           | 02/20/24   | 1 PB Solicitor escrow                | 28.00       | P-23-8-2                                   | Project        | Aprv         | 21     | 1   |      |
| 24-00387  | 02/22/24   | 1 PB Solicitor Billing               | 1,736.50    | 801 W OHIO AVE CONDO ASSOC                 | Budget         | Aprv         | 32     | 1   |      |
|           |            |                                      | 1,764.50    | 4-01-21-185-028                            | Budget         | Aprv         | 32     | 1   |      |
|           |            |                                      |             | PLANNING & ZONING- LEGAL/PROF SERVICES     |                |              |        |     |      |
|           | 03/05/24   | 20101 TRIAD ASSOCIATES               |             | 1301 WEST FOREST GROVE ROAD                |                |              |        |     |      |



| Check No.<br>PO #                    | Check Date<br>Enc Date | Vendor # Name<br>Item Description | Payment Amt      | Street 1 of Address to be printed on Check<br>Charge Account Description | Account Type | Status | Seq | Acct |
|--------------------------------------|------------------------|-----------------------------------|------------------|--------------------------------------------------------------------------|--------------|--------|-----|------|
| 24-00391                             | 02/22/24               | 1 SCHR Recaptured Funds           | 2,400.00         | 4-01-20-100-028<br>GEN ADM - PROF/ CONSULTANT                            | Budget       | Aprv   | 36  | 1    |
| 24-00391                             | 02/22/24               | 2 Impl ADA Veterans Memorial      | 2,000.00         | 4-01-20-100-028<br>GEN ADM - PROF/ CONSULTANT                            | Budget       | Aprv   | 37  | 1    |
| 24-00391                             | 02/22/24               | 3 USDOT Protect Grant             | 15,500.00        | 4-01-20-100-028<br>GEN ADM - PROF/ CONSULTANT                            | Budget       | Aprv   | 38  | 1    |
| 24-00391                             | 02/22/24               | 4 ARPA Firefighters Grant App     | 1,750.00         | 4-01-25-265-044<br>FIRE - PROF ASSOC DUES                                | Budget       | Aprv   | 39  | 1    |
|                                      |                        |                                   | <u>21,650.00</u> |                                                                          |              |        |     |      |
| 03/05/24 20250 TAYLOR OIL COMPANY    |                        |                                   |                  | P.O. BOX 974                                                             |              |        |     |      |
| 24-00402                             | 02/27/24               | 1 UNLEAD & DIESEL 446388          | 2,601.42         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 48  | 1    |
| 24-00402                             | 02/27/24               | 2 UNLEAD & DIESEL 446388          | 1,706.68         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 49  | 1    |
| 24-00402                             | 02/27/24               | 3 UNLEAD & DIESEL 457399          | 2,198.40         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 50  | 1    |
| 24-00402                             | 02/27/24               | 4 UNLEAD & DIESEL 457401          | 2,842.52         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 51  | 1    |
| 24-00402                             | 02/27/24               | 5 UNLEAD & DIESEL 457905          | 2,294.81         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 52  | 1    |
| 24-00402                             | 02/27/24               | 6 UNLEAD & DIESEL 462644          | 3,354.52         | 4-01-31-460-010<br>GASOLINE COSTS                                        | Budget       | Aprv   | 53  | 1    |
|                                      |                        |                                   | <u>14,998.35</u> |                                                                          |              |        |     |      |
| 03/05/24 20752 Tomlin Funeral Supply |                        |                                   |                  | P.O. Box 239                                                             |              |        |     |      |
| 24-00414                             | 02/28/24               | 1 LIGHTHOUSE PAVERS               | 3,260.00         | T-03-56-195-011<br>HEREFORD LIGHTHOUSE TRUST                             | Budget       | Aprv   | 67  | 1    |
| 24-00415                             | 02/28/24               | 1 LIGHTHOUSE PAVERS               | 200.00           | T-03-56-195-011<br>HEREFORD LIGHTHOUSE TRUST                             | Budget       | Aprv   | 68  | 1    |
|                                      |                        |                                   | <u>3,460.00</u>  |                                                                          |              |        |     |      |
| 03/05/24 20874 Twin Rocks Water      |                        |                                   |                  | 1985 Swarthmore Ave                                                      |              |        |     |      |
| 24-00394                             | 02/22/24               | 1 Water - City Hall               | 149.85           | 4-01-20-100-036<br>GEN ADM - OFFICE SUPPLIES                             | Budget       | Aprv   | 41  | 1    |
|                                      |                        |                                   | <u>149.85</u>    |                                                                          |              |        |     |      |
| 03/05/24 21095 UNITED UNIFORMS       |                        |                                   |                  | 1050 RT 47                                                               |              |        |     |      |
| 24-00371                             | 02/20/24               | 1 Name Tags                       | 24.00            | 4-01-25-240-029<br>POLICE-CONTRACTUAL SERVICES                           | Budget       | Aprv   | 19  | 1    |
| 24-00371                             | 02/20/24               | 2 Hash Marks                      | 20.00            | 4-01-25-240-029<br>POLICE-CONTRACTUAL SERVICES                           | Budget       | Aprv   | 20  | 1    |
|                                      |                        |                                   | <u>44.00</u>     |                                                                          |              |        |     |      |
| 03/05/24 22035 VERIZON WIRELESS      |                        |                                   |                  | P.O. BOX 408                                                             |              |        |     |      |
| 24-00409                             | 02/28/24               | 1 CITY CELL PHONES FEB 2024       | 686.18           | 4-01-31-440-010<br>TELEPHONE COSTS                                       | Budget       | Aprv   | 59  | 1    |
|                                      |                        |                                   | <u>686.18</u>    |                                                                          |              |        |     |      |
| 03/05/24 22037 VERIZON               |                        |                                   |                  | P.O. BOX 16801                                                           |              |        |     |      |
| 24-00408                             | 02/28/24               | 1 EMERGENCY 911- FEB 2024         | 7.18             | 4-01-25-252-036<br>EM MGT- OFFICE SUPPLIES                               | Budget       | Aprv   | 58  | 1    |



| Check No.                          | Check Date | Vendor # Name                    | Payment Amt | Street 1 of Address to be printed on Check | Charge Account | Account Type | Status | Seq | Acct |
|------------------------------------|------------|----------------------------------|-------------|--------------------------------------------|----------------|--------------|--------|-----|------|
| PO #                               | Enc Date   | Item Description                 |             | Description                                |                |              |        |     |      |
|                                    |            |                                  | 7.18        |                                            |                |              |        |     |      |
| 03/05/24 23001 THOMSON REUTERS     |            |                                  |             | PO BOX 6292                                |                |              |        |     |      |
| 24-00418                           | 02/28/24   | 1 WEST ONLINE MONTHLY            | 235.21      | 4-01-20-120-033                            | Budget         | Aprv         | 71     | 1   |      |
|                                    |            |                                  | 235.21      | MUN CLK - BOOKS AND PUB                    |                |              |        |     |      |
| 03/05/24 23225 WB MASON CO INC     |            |                                  |             | P.O. BOX 981101                            |                |              |        |     |      |
| 24-00321                           | 02/14/24   | 1 WATER COOLERS JAN 2024         | 0.00        | 4-01-20-130-036                            | Budget         | Aprv         | 7      | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/14/24   | 2 WATER COOLERS JAN 2024         | 0.95        | 4-01-20-130-036                            | Budget         | Aprv         | 8      | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/14/24   | 3 WATER COOLERS JAN 2024         | 4.75        | 4-01-20-130-036                            | Budget         | Aprv         | 9      | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/14/24   | 4 WATER COOLERS JAN 2024         | 4.75        | 4-01-20-130-036                            | Budget         | Aprv         | 10     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 5 WATER COOLERS JAN 2024         | 1.90        | 4-01-20-130-036                            | Budget         | Aprv         | 11     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 6 WATER COOLERS JAN 2024         | 0.95        | 4-01-20-130-036                            | Budget         | Aprv         | 12     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 7 WATER COOLERS JAN 2024         | 1.90        | 4-01-20-130-036                            | Budget         | Aprv         | 13     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 8 WATER COOLERS JAN 2024         | 0.95        | 4-01-20-130-036                            | Budget         | Aprv         | 14     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 9 WATER COOLERS JAN 2024         | 4.75        | 4-01-20-130-036                            | Budget         | Aprv         | 15     | 1   |      |
|                                    |            |                                  |             | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 24-00321                           | 02/28/24   | 10 WATER COOLERS JAN 2024        | 1.90        | 4-01-20-130-036                            | Budget         | Aprv         | 16     | 1   |      |
|                                    |            |                                  | 22.80       | FIN ADM - OFFICE SUPPLIES                  |                |              |        |     |      |
| 03/05/24 24005 XEROX CORPORATION   |            |                                  |             | P.O. Box 827598                            |                |              |        |     |      |
| 24-00382                           | 02/22/24   | 1 City Copier Lease - Feb 2024   | 1,365.39    | 4-01-25-240-026                            | Budget         | Aprv         | 27     | 1   |      |
|                                    |            |                                  | 1,365.39    | POLICE - MAINT OF OTHER EQUIP              |                |              |        |     |      |
| 03/05/24 30170 CNO Financial Group |            |                                  |             | C/O Asset Protection Unit                  |                |              |        |     |      |
| 24-00378                           | 02/21/24   | 1 Refund Overpayment - Ambulance | 100.44      | 4-01-20-132-099                            | Budget         | Aprv         | 25     | 1   |      |
|                                    |            |                                  | 100.44      | AMBULANCE BILLING COSTS                    |                |              |        |     |      |
| checks:                            |            |                                  | Count       | Line Items                                 | Amount         |              |        |     |      |
|                                    |            |                                  | 45          | 81                                         | 134,105.91     |              |        |     |      |

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 | 29,842.86    | 0.00          | 0.00      | 29,842.86  |
|                     | 4-01 | 97,045.48    | 0.00          | 0.00      | 97,045.48  |
|                     | T-03 | 3,742.82     | 0.00          | 0.00      | 3,742.82   |
| Total of All Funds: |      | 130,631.16   | 0.00          | 0.00      | 130,631.16 |



| Project Description        | Project No. | Project Total   |
|----------------------------|-------------|-----------------|
| 801 W OHIO AVE CONDO ASSOC | P-23-8-2    | 28.00           |
| 119 & 121 New York Ave     | Z-20-12-1   | 3,446.75        |
| Total of All Projects:     |             | <u>3,474.75</u> |

G/L Posting Summary

| Account             | Description                    | Debits            | Credits           |
|---------------------|--------------------------------|-------------------|-------------------|
| 4-01-101-01-100-011 | CASH-CURRENT FUND              | 0.00              | 126,888.34        |
| 4-01-201-20-000-000 | CURRENT YEAR APPROPRIATIONS    | 97,045.48         | 0.00              |
| 4-01-203-20-000-000 | APPROPRIATION RESERVES         | <u>29,842.86</u>  | <u>0.00</u>       |
|                     | Totals for Fund 4-01 :         | 126,888.34        | 126,888.34        |
| 4-03-101-01-000-012 | CASH-DEVELOPER DEPOSITS        | 0.00              | 3,474.75          |
| 4-03-101-01-000-024 | CASH - RECREATION CTR TRUST FD | 0.00              | 175.00            |
| 4-03-101-01-000-026 | CASH - HEREFORD LIGHTHOUSE FD  | 0.00              | 3,567.82          |
| 4-03-286-56-856-801 | RESERVE FOR DEVELOPERS DEPOSIT | 3,474.75          | 0.00              |
| 4-03-286-56-862-801 | RESERVE FOR RECREATION CTR     | 175.00            | 0.00              |
| 4-03-286-56-863-801 | RESERVE FOR HEREFORD LIGHTHSE  | <u>3,567.82</u>   | <u>0.00</u>       |
|                     | Totals for Fund 4-03 :         | 7,217.57          | 7,217.57          |
|                     | Grand Total:                   | <u>134,105.91</u> | <u>134,105.91</u> |