

**REGULAR  
MEETING  
MINUTES**

SEPT. 3, 2021

# *Borough of West Wildwood*

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*"Small town Charm on the Back Bay"*

## **AGENDA**

**NOTICE OF TENTATIVE AGENDA - REGULAR MEETING – SEPTEMBER 3, 2021  
7:00PM – ACTION MEETING**

**This is a proposed agenda which is subject to change by Commissioners without further notice.**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

THIS REGULAR MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING HAS BEEN ESTABLISHED IN AN ANNUAL MEETING NOTICE RESOLUTION NO. 2020-013 ADOPTED ON JANUARY 8, 2020. NOTICE OF THIS MEETING WAS SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD.

### **ROLL CALL:**

### **ADDITIONS/DELETIONS OF AGENDA ITEMS:**

### **OLD BUSINESS**

### **APPROVAL OF MINUTES:**

Regular Meeting – August 6, 2021

Workshop Meeting – August 18, 2021

### **ORDINANCES:**

**ORDINANCE 595(2021) – Second Reading – Public Hearing– AN ORDINANCE TO AMEND AFFORDABLE HOUSING REGULATIONS OF THE LAND USE DEVELOPMENT ORDINANCE OF THE BOROUGH OF WEST WILDWOOD TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND UNIFORM HOUSING AFFORDABILITY CONTROLS REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS**

**ORDINANCE 596(2021) – First Reading – Introduction - AMENDING ORDINANCE NO. 564 (2017) AS TO THE RULES AND REGULATIONS FOR THE ED LUSK MEMORIAL PARK, THE GLENWOOD AVENUE PUBLIC BEACH, AND THE BAY AVENUE PLAYGROUND**

**ORDINANCE 597(2021) – First Reading – Introduction - ORDINANCE TO CREATE THE POSITION OF MUNICIPAL ADMINISTRATOR**

### **RESOLUTIONS:**

# *Borough of West Wildwood*

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*"Small town Charm on the Back Bay"*

2021-102 – ESTABLISHING A DEDICATION BY RIDER FOR A BEAUTIFICATION FUND

2021-103 – AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

2021-104 - AUTHORIZING CHANGE ORDER NO. 1 FOR FY2020 USDA SANITARY SEWER PROJECT, FY2018 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION OF POPLAR AVENUE, (ARION AVENUE TO "J" AVENUE), FY2019 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION of "G" AVENUE (POPLAR AVENUE TO GLENWOOD AVENUE)

APPROVAL TO PAY BILLS

REPORTS FROM COMMISSIONERS

OPEN TO THE FLOOR FOR PUBLIC COMMENT  
ADJOURNMENT

Donna L. Frederick, RMC  
Municipal Clerk

BOROUGH OF WEST WILDWOOD  
BOARD OF COMMISSIONERS  
**REGULAR MEETING**  
SEPTEMBER 3, 2021  
7:00pm – ACTION MEETING  
HELD ONLINE VIA ZOOM.US

**MINUTES:**

Mayor Ksiazek called the meeting to order, led the Pledge of Allegiance and read the OPMA statement

**ROLL CALL: Present**

Comm. Banning  
Comm. Segrest  
Mayor Ksiazek  
Solicitor Lyons  
Deputy Clerk Carl O'Hala  
Municipal Clerk Donna L. Frederick

**APPROVAL OF MINUTES:**

Regular Meeting – August 6, 2021  
Workshop Meeting – August 18, 2021  
Motion by Comm. Banning; Second by Comm. Segrest  
Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.  
Motion Carried

Clerk made the following announcements:

CFO has provided a Certificate of Determination and Award dated to issue the \$1,843,750 Bond Anticipation Note

Borough received notification of a permit issued for the reconstruction of 50 linear of bulkhead 517 ½ W. Poplar Avenue

**ORDINANCES:**

**ORDINANCE 595(2021) –Second Reading – Public Hearing - AN ORDINANCE TO AMEND AFFORDABLE HOUSING REGULATIONS OF THE LAND USE DEVELOPMENT ORDINANCE OF THE BOROUGH OF WEST WILDWOOD TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND UNIFORM HOUSING AFFORDABILITY CONTROLS REGARDING COMPLIANCE WITH THE BOROUGH'S AFFORDABLE HOUSING OBLIGATIONS**

Mayor open the meeting up for public comment on Ordinance 595(2021). Hearing no public comment  
Mayor closed the public hearing and clerk asked for a motion to adopt ordinance 595(2021) on the second reading and public hearing  
Motion by Comm. Banning; Second by Comm. Segrest.  
Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.  
Ordinance 595(2021) finally adopted.

**ORDINANCE 596(2021) – First Reading – Introduction - AMENDING ORDINANCE NO. 564 (2017) AS TO THE RULES AND REGULATIONS FOR THE ED LUSK MEMORIAL PARK, THE GLENWOOD AVENUE PUBLIC BEACH, AND THE BAY AVENUE PLAYGROUND**

Clerk asked for a motion to adopt ordinance 596(2021) on the first reading and announced the public hearing will be at the October 1st regular meeting.

Motion by Mayor Ksiazek; Second by Comm. Banning

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Ordinance 596(2021) adopted on the first reading/introduction.

**ORDINANCE 597(2021) – First Reading – Introduction - ORDINANCE TO CREATE THE POSITION OF MUNICIPAL ADMINISTRATOR**

Clerk asked for a motion to adopt ordinance 597(2021) on the first reading and announced the public hearing will be at the October 1st regular meeting.

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Ordinance 597(2021) adopted on the first reading/introduction.

**RESOLUTIONS: CLERK READ BY NUMBER & TITLE:**

**2021-102 – ESTABLISHING A DEDICATION BY RIDER FOR A BEAUTIFICATION FUND**

Clerk asked for a motion to adopt resolution.

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

**2021-103 – AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

Clerk asked for a motion to adopt resolution.

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

**2021-104 - AUTHORIZING CHANGE ORDER NO. 1 FOR FY2020 USDA SANITARY SEWER PROJECT, FY2018 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION OF POPLAR AVENUE, (ARION AVENUE TO "J" AVENUE), FY2019 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION of "G" AVENUE (POPLAR AVENUE TO GLENWOOD AVENUE)**

Clerk asked for a motion to adopt resolution.

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

Clerk asked for a motion for the **APPROVAL TO PAY BILLS WHEN PROPERLY SIGNED AND ENDORSED:** (list attached)

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Motion Carried

**REPORTS FROM COMMISSIONERS:**

Mayor gave the DPW report for the month of August 2021 (copy attached). Mayor informed the public of job interviews to fill a full-time position in the DPW; stated funds from the bond are available and the DPW will be looking into the purchase of a new dump truck; touched upon the three current road projects. Mayor gave an update on the 26<sup>th</sup> St. Living Shoreline stating it may cost another hundred thousand dollars to get to phase 2. Mayor stated there is more FEMA funding in the form of hazard mitigation grants which he is exploring.

Comm. Segrest gave the finance report (copy attached) and reported on the tax rate which is up three cents, inclusive of County taxes. Comm. Segrest discussed the formal creation of the position of administrator and possible filing of the position in November at the earliest, also the hiring of part-time office staff to facilitate opening the offices on Fridays.

Comm. Banning gave the police report, highlighting some calls (copy attached). Comm. Banning stated the Chief has informed him to make the public aware to lock their motor vehicles and to sign up for property checks.

Prior to opening the meeting up for public comment Mayor asked for the public to be patient and to keep themselves muted until called upon. Mayor then opened the meeting for public comment.

KATE SAMSON, 205 O Avenue, commented the engineer came the next morning regarding her complaint last month on the storm inlet at Pine and J Avenue and asked what the next step was to fix it. Mayor will reach out to the engineer.

SUSAN CZWALINA, 547 W. Maple Avenue, asked for clarification regarding the ADA ramp at the PD, and the use of concrete or steel, commenting if the ramp is concrete now and has pulled away why replace it again with concrete. Mayor stated it was not constructed properly, this one will be done using helical pilings, and both materials are being considered for pricing. Ms. Cswalina asked if the beautification fund was set up. Solicitor stated that action just took place to finalize it, then it will be sent to the DCA.

Hearing no more public comment, Mayor closed the public comment portion and called for a motion to adjourn.

**Motion to Adjourn:**

Motion by Comm. Banning; Second by Comm. Segrest.

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.


Motion Carried


Respectfully submitted




Donna L. Frederick, RMC  
Municipal Clerk

*This is a generalization of the Regular meeting on SEPTEMBER 3, 2021, and not a verbatim transcript.*  
**THESE MINUTES WERE APPROVED AT THE OCTOBER 1, 2021, REGULAR COMMISSION  
MEETING**

  
\_\_\_\_\_  
MAYOR MATTHEW J. KSIAZEK

  
\_\_\_\_\_  
COMMISSIONER JOHN J. BANNING

  
\_\_\_\_\_  
COMMISSIONER JOSEPH D. SEGREST

CERTIFICATE OF DETERMINATION AND AWARD

Dated: August 4, 2021

I, Elaine Crowley, Chief Financial Officer of the Borough of West Wildwood, in the County of Cape May, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough"), HEREBY CERTIFY as follows:

1. I hereby determine to issue the \$1,843,750 Bond Anticipation Note (the "Note") hereinafter described by virtue of the authority conferred upon me by the bond ordinances of the Borough referred to in the attached chart by reference to number, date of adoption and amount of bonds or notes authorized, such Note to be issued in the amount indicated in the chart.

Total Principal Amount:	\$1,843,750
Number:	2021-04
Denomination:	\$1,843,750
Issue Date:	08/04/2021
Maturity Date:	03/18/2022
Interest Rate Per Annum:	2.00%, payable at maturity
Net Interest Cost:	0.4209%
CUSIP:	956874 DF5
Paying Agent:	Borough of West Wildwood, New Jersey

2. Pursuant to the authority so conferred upon me, I have awarded and sold the Note to BNY Mellon Capital Markets, LLC at the price of \$1,861,864.84.

3. No bonds of the Borough have heretofore been issued pursuant to the bond ordinances referred to in Section 1 hereof, except as set forth in the attached chart.

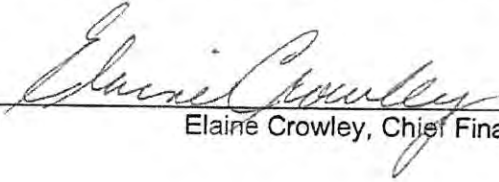
4. The date of the first note or other obligation issued in anticipation of the issuance of the bonds that the Note is issued in anticipation of, whether or not now outstanding, is as stated in the attached chart.

5. No grants have been received, no paydowns have been made and no cancellations have been enacted that would reduce the debt authorization below the amount of notes outstanding under the bond ordinances described in the attached chart except as set forth therein.

6. No notes or other obligation in anticipation of the issuance of bonds have heretofore been issued pursuant to the bond ordinances referred to in the attached chart and now remain outstanding and unpaid except as set forth in the attached chart.



IN WITNESS WHEREOF, I have hereunto set my hand as of the date first set forth above.

  
Elaine Crowley, Chief Financial Officer

**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY, NEW JERSEY**

**ORDINANCE NO. 596(2021)**

**AMENDING ORDINANCE NO. 564 (2017)  
AS TO THE RULES AND REGULATIONS FOR  
THE ED LUSK MEMORIAL PARK,  
THE GLENWOOD AVENUE PUBLIC BEACH, AND  
THE BAY AVENUE PLAYGROUND**

WHEREAS, the Mayor and Borough Commissioners of the Borough of West Wildwood wish to repeal and replace Ordinance No. 564 (2017) which established in its Schedule "A" the Rules and Regulations for the utilization of the Ed Lusk Memorial Park, the Glenwood Avenue Public Beach, and the Bay Avenue Playground.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Borough of West Wildwood, in the County of Cape May, New Jersey, that Ordinance No. 564 (2017) be and is revised with the following changes to Schedule "A" (additions indicated in boldface and italics *thus*; deletions indicated with strike-through ~~thus~~):

**Section 1.**

1. No dogs shall be permitted on the subject premises at any time *between May 1<sup>st</sup> and October 30<sup>th</sup> of each year.*
2. *Leashed dogs shall be permitted on the Glenwood Avenue Beach between November 1st and April 30th of each year.*
3. No Alcoholic beverages shall be permitted on the subject premises at any time.
4. No fires or barbecues shall be permitted on the subject premises at any time.
5. No boat launching or moorings shall be permitted on the Glenwood Avenue Public Beach at any time, with the exception of kayaks and paddle boards. *Kayaks and paddle boards may be launched between May 1<sup>st</sup> and October 30<sup>th</sup> of each year.*
6. The Borough shall not provide lifeguards for the Glenwood Avenue Public Beach. Any persons swimming, kayaking or paddle boarding shall do so at his/her own risk.

**Section 2.**

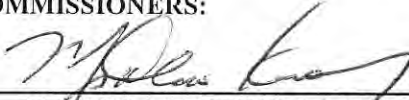
If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section,


paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.


**Section 3.**

This ordinance shall take effect upon its passage and publication and filing with the Borough of West Wildwood Planning Board, and as otherwise provided for by law.

COMMISSIONERS:

  
 \_\_\_\_\_  
 MAYOR MATTHEW J. KSIAZEK

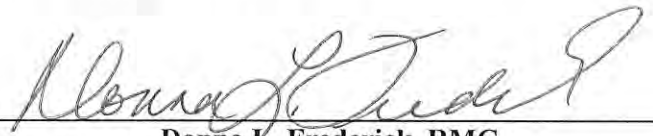
  
 \_\_\_\_\_  
 COMMISSIONER JOHN J. BANNING

  
 \_\_\_\_\_  
 COMMISSIONER JOSEPH D. SEGREST

First Reading/Introduction: 2021 09-03  
 Publication: 2021 09-09

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J. Ksiazek	X		X			
Commissioner John J. Banning			X			
Commissioner Joseph D. Segrest		X	X			

I, Donna L. Frederick, RMC, Municipal Clerk of the Borough of West Wildwood, Cape May County, do hereby certify the forgoing to be a true and correct copy of an ordinance introduced and passed on the first reading at a Regular Meeting held on September 3, 2021 will be considered for final adoption after a public hearing to be held on October 1, 2021 at 7:00pm prevailing time.

  
 \_\_\_\_\_  
 Donna L. Frederick, RMC  
 Municipal Clerk

**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION 2021-102**

**ESTABLISHING A DEDICATION BY RIDER FOR  
A BEAUTIFICATION FUND**

**WHEREAS**, the Borough of West Wildwood wishes to create a “Dedication by Rider” for beautification of public spaces; and

**WHEREAS**, the DCA provides for receipt of donations by the Borough of West Wildwood, to be utilized for any projects involving the beautification of the Borough of West Wildwood, including beaches, parks, and public facilities; and to provide for the operating costs of such a Fund; and

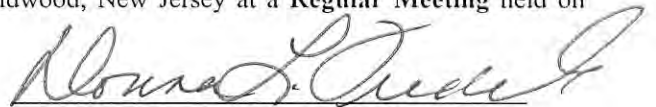
**WHEREAS**, N.J.S.A. 40A:4-39 provides for the dedicated revenues anticipated from the Fund to be used to establish and maintain public parks, recreation areas, wildlife management areas, preserves or sanctuaries.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Commissioners of the Borough of West Wildwood, in the County of Cape May, State of New Jersey, as follows:

1. The Dedication by Rider for Beautification of Public properties is created.
2. The Clerk, Mayor, and the Chief Financial Officer of the Borough of West Wildwood, in the County of Cape May, are hereby authorized to execute any documents to open said account.

	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Matthew J Ksiazek			X			
Commissioner John J Banning	X		X			
Commissioner Joseph D Segrest		X	X			

I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May, and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **September 3, 2021**.

  
**Donna L. Frederick, RMC**  
**Municipal Clerk**

**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION 2021-103**

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

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

**WHEREAS**, the Borough of West Wildwood has utilized and desires to continue to utilize the services of the CMCMUA's System; and,

**WHEREAS**, there presently exists a contract between the Borough of West Wildwood and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") which will expire on December 31, 2021; and,

**WHEREAS**, the Borough of West Wildwood and the Authority desire to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2022; and,

**WHEREAS**, the Authority has offered the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" to the Borough of West Wildwood in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's System from January 1, 2022 through December 31, 2022; and,


**WHEREAS**, the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both Solid Waste disposal and certain recycling services through December 31, 2022; and,

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of West Wildwood, County of Cape May, and State of New Jersey, that the Borough of West Wildwood shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2022, in the form to be maintained on file in the office of the West Wildwood Borough Clerk, and that the appropriate Borough of West Wildwood officials are hereby authorized and directed to execute said Agreement.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J Ksiazek			X			
Commissioner John J Banning	X		X			
Commissioner Joseph D Segrest		X	X			

I, Donna L. Frederick, RMC, Municipal Clerk for the Borough of West Wildwood in the County of Cape May, and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting**, held on September 3, 2021.

  
 Donna L. Frederick, RMC  
 Municipal Clerk

**SHARED SERVICES  
AGREEMENT FOR  
SOLID WASTE DISPOSAL AND RECYCLING  
SERVICES**



**Between**

**CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY**

**and**

**BOROUGH OF WEST WILDWOOD**

**Effective**

**January 1, 2022**

**SHARED SERVICES AGREEMENT**

**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

**TABLE OF CONTENTS**

	<b>Page</b>
Article I. Definitions .....	4
Article II. Commencement and Term.....	4
Article III. Municipality Responsibilities .....	4
Article IV. CMCMUA Responsibilities .....	5
Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material .....	5
Article VI. Solid Waste Disposal Rates .....	6
Article VII. Single Stream Recyclable Material Disposal Rates .....	7
Article VIII. Billing and Payments.....	8
Article IX. Revenues from Cape May County Generated Single Stream Recyclable Material.....	8
Article X. Single Stream Recyclable Material Reports.....	9
Article XI. Technical and Educational Assistance .....	9
Article XII. Ordinances .....	9
Article XIII. CMCMUA Solid Waste Facilities Dates and Hours of Operation.....	9
Article XIV. Licensing of Transporters.....	10
Article XV. Monitoring of Solid Waste Disposal Activities.....	10
Article XVI. Failure of the Municipality to Perform.....	10
Article XVII. Failure of the CMCMUA to Perform .....	11
Article XVIII. Disputes .....	12
Article XIX. Force Majeure.....	12
Article XX. Excusable Termination of Agreement.....	12
Article XXI. Penalty .....	13
Article XXII. Governing Law .....	13
Article XXIII. Severability .....	13
Article XXIV. Successors and Assigns .....	13
Article XXV. Notices .....	14
Article XXVI. Successor Agreement .....	14
Article XXVII. Entire Agreement.....	14
Article XXVIII. Favored Municipality Status.....	15



**SHARED SERVICES AGREEMENT**  
**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

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

**WITNESSETH:**

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

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

**WHEREAS**, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2022; and

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

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

**Article I. Definitions**

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

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

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

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

**Article II. Commencement and Term**

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2022 and shall remain in effect until December 31, 2022.

**Article III. Municipality Responsibilities**

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

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

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

#### **Article IV. CMCMUA Responsibilities**

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

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

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

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

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

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

**Article VI. Solid Waste Disposal Rates**<sup>61,62,63, 64</sup>

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2022, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2021. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

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<sup>61</sup> The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

<sup>62</sup> Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

<sup>63</sup> Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

<sup>64</sup> Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

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

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

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose<sup>65</sup>.

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

## **Article VII. Single Stream Recyclable Material Disposal Rates**

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that

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<sup>65</sup> The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

**Article VIII. Billing and Payments**

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

**Article IX. Revenues from Cape May County Generated Single Stream Recyclable Material**

The CMCMUA shall pay to the Municipality, or credit to the Municipality's Solid Waste Disposal account all net positive material revenues received by the CMCMUA from the sale of Cape May County generated Single Stream Recyclable Material in excess of the CMCMUA's annual expenses associated with the processing of Cape May County generated Single Stream Recyclable Material accepted by the CMCMUA. All such net positive material revenues will be distributed or credited to each participating Municipality in proportion to the Municipality's share of the total quantity of Single Stream Recyclable Material collected and delivered by the Municipality to the CMCMUA during the previous calendar year.

Any Municipality that fails to deliver, or fails to have delivered, all Single Stream Recyclable Material categories, as referenced in Exhibit "A", generated within the Municipality for collection by, or on behalf of, the Municipality, will be assessed a surcharge for the processing of low revenue Single Stream Recyclable Material and will not be entitled to receive a full share of all net Single Stream Recyclable Material revenues as described above. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream

Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

**Article X. Single Stream Recyclable Material Reports**

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

**Article XI. Technical and Educational Assistance**

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

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

**Article XII. Ordinances**

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

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

**Article XIII. CMCMUA Solid Waste Facilities Dates and Hours of Operation**

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

**Article XIV. Licensing of Transporters**

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

**Article XV. Monitoring of Solid Waste Disposal Activities**

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

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material (“ACM”) removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

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

**Article XVI. Failure of the Municipality to Perform**

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall reduce the share of net positive Single Stream Recyclable Material revenues paid to the Municipality from the sale of



Cape May County generated Single Stream Recyclable Material, as provided for in Article IX, shall, when applicable, assess a surcharge for the processing of low revenue Single Stream Recyclable Material as provided for in Article IX of this Agreement, and/or shall at its sole discretion discontinue temporarily, or permanently, the acceptance of all Single Stream Recyclable Material from the Municipality.

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

Any Municipality that fails to deliver, or fails to have delivered to the CMCMUA all categories of Single Stream Recyclable Material generated and/or collected by or on behalf of the Municipality within its corporate boundaries, will be assessed a surcharge for the processing of low revenue Single Stream Recyclable Material as described in Article IX of this Agreement and will not be entitled to receive a full share of all net positive Single Stream Recyclable Material revenues from the sale of Cape May County generated Single Stream Recyclable Material as described in Article IX.

**Article XVII. Failure of the CMCMUA to Perform**

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

**Article XVIII. Disputes**

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

**Article XIX. Force Majeure**

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

**Article XX. Excusable Termination of Agreement**

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

**Article XXI. Penalty**

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

**Article XXII. Governing Law**

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

**Article XXIII. Severability**

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

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

**Article XXIV. Successors and Assigns**

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

**Article XXV. Notices**

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

**In the Case of the CMCMUA:**

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

**In the case of the Municipality addressed to:**

Mayor Matthew J. Ksiazek  
BOROUGH OF WEST WILDWOOD  
701 West Glenwood Avenue  
West Wildwood, NJ 08260

**Article XXVI. Successor Agreement**

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2022, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

**Article XXVII. Entire Agreement**

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

**Article XXVIII. Favored Municipality Status**

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

\_\_\_\_\_  
**CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

\_\_\_\_\_  
**BOROUGH OF WEST WILDWOOD**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**MUNICIPAL CLERK**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

EXHIBIT "A"

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

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

Single Stream Recyclable Material

Disposition

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

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.<sup>1</sup>

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.<sup>1</sup>

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.<sup>1</sup>

Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.<sup>1</sup>

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

**EXHIBIT "B"**

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

**CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM**

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

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMA.

**EXHIBIT "B"**

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

**CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM**

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

<sup>1</sup> Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.



**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION 2021-104**

**AUTHORIZING CHANGE ORDER NO. 1 FOR FY2020 USDA SANITARY SEWER PROJECT, FY2018 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION OF POPLAR AVENUE, (ARION AVENUE TO "J" AVENUE), FY2019 NJDOT MUNICIPAL AID PROGRAM RECONSTRUCTION OF "G" AVENUE (POPLAR AVENUE TO GLENWOOD AVENUE)**

WHEREAS, the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, State of New Jersey awarded a contract to **LEXA CONCRETE, LLC** for the project "FY2020 USDA Sanitary Sewer Project, FY2018 NJDOT Municipal Aid Program Reconstruction of Poplar Avenue, (Arion Avenue to "J" Avenue), FY2019 NJDOT Municipal Aid Program Reconstruction of "G" Avenue (Poplar Avenue to Glenwood Avenue", and;

WHEREAS, **LEXA CONCRETE, LLC** has submitted **Change Order No. 1** through Remington & Vernick Engineers, which **increases** the price of the contract by **\$49,882.54**, to an amended total of **\$1,588,748.24** and;

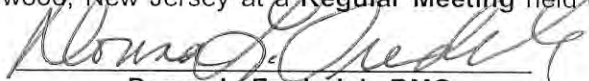
WHEREAS, the Chief Financial Officer of the City of Wildwood has certified that there are sufficient funds to execute said Change Order:

Original Contract Amount:	\$ 1,538,865.70
Amended Contract Amount:	\$ 1,588,748.24
Total Contract Change (Amount):	\$ 49,882.54
Total Contract Change (Percent):	3.24 %

**BE IT RESOLVED**, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey that **Change Order No. 1**, as submitted by **LEXA CONCRETE, LLC**. Through Remington & Vernick Engineers, is hereby approved in the increased amount of **\$49,882.54**, to an amended total of **\$1,588,748.24**.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J. Ksiazek	X		X			
Commissioner John J. Banning			X			
Commissioner Joseph D. Segrest		X	X			

I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on September 3, 2021.

  
 Donna L. Frederick, RMC  
 Municipal Clerk

**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY, NEW JERSEY**

**ORDINANCE 597 (2021)**

**ORDINANCE TO CREATE THE POSITION OF MUNICIPAL ADMINISTRATOR**

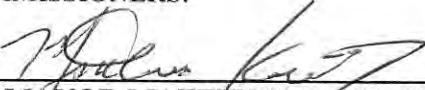
**WHEREAS**, the Mayor and Borough Commissioners of the Borough of West Wildwood, in the County of Cape May, State of New Jersey, in accordance with the provision so N.J.S.A. 40A:9-136, does hereby ordain as follows:


1. There is hereby created the Office of Municipal Administrator to coordinate the administrative affairs of the Borough of West Wildwood and to have such powers and to receive such compensation as hereinafter provided.
2. The Appointment of Municipal Administrator shall be made by the Board of Commissioners and shall be an at-will position. The Municipal Administrator shall serve a term of office at the pleasure of the governing body in accordance with N.J.S.A. 40A:9-137.
3. The municipal Administrator shall receive annual compensation as determined by the current Salary Ordinance.
4. The Municipal Administrator may be removed by a two-thirds vote of the Board of Commissioner pursuant to N.J.S.A. 40A:9-138.
5. The Office of Municipal Administrator may be filled by Resolution on either a full-time or part-time basis, as may be determined by the Board of Commissioners, to be in the best interests of the Borough.
6. The Municipal Administrator shall, at a minimum, be experienced in local government affairs and administration and finance, as well as have demonstrated managerial skills, ability and experience.
7. The Municipal Administrator shall coordinate the administrative affairs of all Borough Departments. Said duties of the Administrator will be inclusive of, but not limited to, the following:
  - a. The Municipal Administrator shall be responsible for all bidding and vendor contracts coordination, including working with the Borough's QPA;
  - b. The Municipal Administrator shall be responsible for the negotiation of all employee contracts, including union and non-represented contracts;


- c. The Municipal Administrator shall assist the CFO in coordinating the annual budget process and capital improvement plan;
- d. The Municipal Administrator shall conduct staff meetings as deemed necessary;
- e. The Municipal Administrator shall be the liaison to the Board of Commissioners for all Federal, State and local agencies and professionals, except where otherwise provided by statute, rule or regulation;
- f. The Municipal Administrator shall be responsible for implementing Borough policies with the approval of the Board of Commissioners and to provide oversight to insure compliance with the policies;
- g. The Municipal Administrator shall oversee all Borough insurance programs, including Joint Insurance Fund and Municipal Excess Liability Program, and shall work with the CFO in maintaining a health insurance program;
- h. The Municipal Administrator shall work with the CFO with all grant coordination;
- i. The Municipal Administrator shall coordinate with all Commissioners and Department Heads for ordinance development;
- j. The Municipal Administrator shall attend all public Borough meetings;
- k. The Municipal Administrator shall participate in the development and maintenance of a personnel system;
- l. The Municipal Administrator shall be responsible and coordinate with the Borough Clerk and the CFO on all workmen's compensation issues.
- m. The municipal Administrator shall review all ordinances and resolutions, as well as all other items on the agenda, for completeness prior to all Board of Commissioner meetings;
- n. The Municipal Administrator shall direct and assist the Borough Clerk's office for compliance with all statutory obligations;
- o. The Municipal Administrator shall be responsible to coordinate all publicly bid capital projects and to update the Board of Commissioners on at least a monthly basis or as-needed as to the status of all capital projects;
- p. The municipal Administrator shall be responsible for maintaining the Borough's Policy & Procedure Manual, and assisting the Borough Clerk's office in update the Borough Manual; and

- q. The Municipal Administrator shall have other duties regarding all Departments and Offices within the Borough of West Wildwood as instructed by the Board of Commissioners.
8. The powers of the Municipal Administrator shall not supersede the powers of the Board of Commissioners or their powers as the Director of their individual departments.

COMMISSIONERS:

  
 \_\_\_\_\_  
 MAYOR MATTHEW J. KSIAZEK


  
 \_\_\_\_\_  
 COMMISSIONER JOHN J. BANNING

  
 \_\_\_\_\_  
 COMMISSIONER JOSEPH D. SEGREST

First Reading/Introduction: 2021 09-03  
 Publication: 2021 09-09

	Motion	Second	Yes	No	Abstain	Absent
<b>Mayor Matthew J. Ksiazek</b>			X			
<b>Commissioner John J. Banning</b>	X		X			
<b>Commissioner Joseph D. Segrest</b>		X	X			

I, Donna L. Frederick, RMC, Municipal Clerk of the Borough of West Wildwood, Cape May County, do hereby certify the forgoing to be a true and correct copy of an ordinance introduced and passed on the first reading at a Regular Meeting held on September 3, 2021 will be considered for final adoption after a public hearing to be held on October 1, 2021 at 7:00pm prevailing time.

  
 \_\_\_\_\_  
 Donna L. Frederick, RMC  
 Municipal Clerk

Range of Checking Accts: CURRENT to CURRENT      Range of Check Ids: 15011 to 15013  
Report Type: All Checks      Report Format: Detail      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
15011	09/01/21	13409 JACQUELYN FERENTZ					1417
21-00462	1	JUDGMENT DOCKET #CPM-797-08	5,040.60	1-01-37-480-001 JUDGMENTS	Budget		1 1
15012	09/01/21	964647 EQUITY TRUST COMPANY					1417
21-00463	1	JUDGMENT PARTIAL PAYMENT	10,000.00	1-01-37-480-001 JUDGMENTS	Budget		2 1
15013	09/01/21	964673 DOUGLAS LAW GROUP, LLC					1417
21-00464	1	JUDGMENT DOCKET #CPC-797-08	7,589.96	1-01-37-480-001 JUDGMENTS	Budget		3 1

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	22,630.56	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	22,630.56	0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	1-01	22,630.56	0.00	0.00	22,630.56
Total of All Funds:		<u>22,630.56</u>	<u>0.00</u>	<u>0.00</u>	<u>22,630.56</u>

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Range of Checking Accts: CURRENT to CURRENT      Range of Check Ids: 15014 to 15046  
Report Type: All Checks      Report Format: Detail      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
15014	09/02/21	00308 ADP, INC.					1418
21-00444	1	CHARGES FOR AUGUST 2021	12.36	1-01-20-130-028 Payroll Services	Budget		27 1
21-00444	2	CHARGES FOR AUGUST 2021	10.48	1-01-20-130-028 Payroll Services	Budget		28 1
			<u>22.84</u>				
15015	09/02/21	019011 ATLANTIC CITY ELECTRIC					1418
21-00441	1	CHARGES FOR AUGUST 2021	2,016.84	1-01-31-435-000 Street Lighting	Budget		14 1
21-00441	2	CHARGES FOR AUGUST 2021	37.44	1-01-31-430-000 Electricity	Budget		15 1
21-00441	3	CHARGES FOR AUGUST 2021	13.87	1-01-31-430-000 Electricity	Budget		16 1
21-00441	4	CHARGES FOR AUGUST 2021	897.46	1-01-31-430-000 Electricity	Budget		17 1
21-00441	5	CHARGES FOR AUGUST 2021	1,026.11	1-01-31-430-000 Electricity	Budget		18 1
21-00441	6	CHARGES FOR AUGUST 2021	21.80	1-01-31-430-000 Electricity	Budget		19 1
21-00441	7	CHARGES FOR AUGUST 2021	516.60	1-01-31-435-000 Street Lighting	Budget		20 1
			<u>4,530.12</u>				
15016	09/02/21	01905 AT & T MOBILITY					1418
21-00471	1	CHARGES FOR AUG 2021	229.38	1-01-31-440-000 Telephone	Budget		47 1
15017	09/02/21	05203 C.M.C.M.U.A. WASTER WATER DIV.					1418
21-00478	1	DISPOSAL FEES FOR JULY 2021	4,592.87	1-01-32-465-000 SOLID WASTE DISPOSAL	Budget		53 1
15018	09/02/21	05235 THE CARLSEN GROUP INC					1418
21-00445	1	CHARGES FOR AUGUST 2021	95.00	1-01-20-120-026 Maintenance Contracts	Budget		29 1
15019	09/02/21	06001 CITY OF WILDWOOD					1418
21-00481	1	3RD QTR POLICE DISPATCH	9,500.00	1-01-42-250-000 INTERLOCAL SERVICE 911	Budget		55 1
21-00482	1	3RD QTR MUNICIPAL COURT FEES	5,500.00	1-01-43-490-039 WILDWOOD COURT O.E.	Budget		56 1
21-00483	1	3RD QTR EMS	4,250.00	1-01-42-251-000 WILDWOOD AMBULANCE FEES	Budget		57 1
			<u>19,250.00</u>				
15020	09/02/21	06001 CITY OF WILDWOOD					1418
21-00470	1	CHARGES FOR JULY 2021	783.28	1-01-31-460-000 Gasoline and Diesel	Budget		46 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Num Acct
PO #	Item	Description							
15021	09/02/21	06615 COMCAST					1418		
21-00442	1	CHARGES FOR AUGUST 2021	88.40	1-01-31-440-000 Telephone	Budget		21	1	
21-00442	2	CHARGES FOR AUGUST 2021	82.46	1-01-31-440-000 Telephone	Budget		22	1	
21-00442	3	CHARGES FOR AUGUST 2021	15.02	1-01-31-440-000 Telephone	Budget		23	1	
21-00442	4	CHARGES FOR AUGUST 2021	310.24	1-01-31-440-000 Telephone	Budget		24	1	
21-00442	5	CHARGES FOR AUGUST 2021	108.35	1-01-31-440-000 Telephone	Budget		25	1	
			<u>604.47</u>						
15022	09/02/21	08201 DELTA DENTAL PLAN OF N.J. INC.					1418		
21-00476	1	CHARGES FOR SEPT 2021	1,073.53	1-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		51	1	
15023	09/02/21	10811 STEFANKIEWICZ & BELASCO LLC					1418		
21-00452	1	PROFESSIONAL SERVICES RENDERED	750.00	1-01-21-180-028 Professional Services	Budget		35	1	
15024	09/02/21	13416 CONSTELLATION NEWENERGY INC					1418		
21-00440	1	CHARGES FOR AUGUST 2021	254.30	1-01-31-430-000 Electricity	Budget		12	1	
21-00440	2	CHARGES FOR AUGUST 2021	2.62	1-01-31-430-000 Electricity	Budget		13	1	
			<u>256.92</u>						
15025	09/02/21	16902 BLANEY & DONOHUE, PA					1418		
21-00479	1	PROFESSIONAL SERVICES RENDERED	40.50	1-01-20-155-027 Legal Services	Budget		54	1	
15026	09/02/21	18609 ANIMAL CONTROL OF SOUTH JERSEY					1418		
21-00484	1	3RD QTR ANIMAL CONTROL SERVICE	600.00	1-01-27-340-029 Contractual Services	Budget		58	1	
15027	09/02/21	18611 JOYCE MEDIA					1418		
21-00461	1	WEB HOSTING FOR AUG 2021	89.95	1-01-20-140-059 Data Processing Equipment	Budget		40	1	
15028	09/02/21	31220 MAX COMMUNICATIONS, INC.					1418		
21-00455	1	CHARGES FOR AUG 2021	668.46	1-01-31-440-000 Telephone	Budget		36	1	
15029	09/02/21	31402 McMANIMON, SCOTLAND & BAUMANN					1418		
21-00472	1	PROFESSIONAL SERVICES RENDERED	600.00	1-01-20-155-027 Legal Services	Budget		48	1	
15030	09/02/21	31801 MGL PRINTING SOLUTIONS					1418		
21-00428	1	FILLER SHEETS FOR CLERK'S	240.00	1-01-20-120-030 Materials and Supplies	Budget		6	1	



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
15030		MGL PRINTING SOLUTIONS						
		Continued						
21-00428		2 SHIPPING	19.00	1-01-20-120-030	Budget		7	1
				Materials and Supplies				
			<u>259.00</u>					
15031	09/02/21	34220 NEXTEL COMMUNICATIONS/SPRINT						1418
21-00488		1 CHARGES FOR SEPT 2021	237.67	1-01-31-440-000	Budget		60	1
				Telephone				
15032	09/02/21	44606 REMINGTON,VERNICK & WALBERG						1418
21-00409		1 PROFESSIONAL SERVICES RENDERED	7,500.00	1-01-20-165-028	Budget		5	1
				Professional Services				
21-00487		1 COMPLETE AN EXISTING TOPOGRAPH	83.95	1-01-20-165-028	Budget		59	1
				Professional Services				
			<u>7,583.95</u>					
15033	09/02/21	44608 REEL FIRE PROTECTION, INC.						1418
21-00477		1 FIRE EXTINGUISHER ANNUAL CERT	631.55	1-01-26-310-029	Budget		52	1
				maintenance contract				
15034	09/02/21	48201 SOUTH JERSEY GAS COMPANY						1418
21-00469		1 CHARGS FOR AUG 2021	91.39	1-01-31-446-000	Budget		44	1
				Natural Gas				
21-00469		2 CHARGS FOR AUG 2021	104.91	1-01-31-446-000	Budget		45	1
				Natural Gas				
			<u>196.30</u>					
15035	09/02/21	48207 SOUTH JERSEY WELDING SUPPLY CO						1418
21-00443		1 CHARGES FOR AUGUST 2021	58.59	1-01-26-290-038	Budget		26	1
				Gen. Hardware-maint. supplies				
15036	09/02/21	51103 TRIAD ASSOCIATES						1418
21-00457		1 IMPLEMENTATIN SERVICES FOR	3,500.00	G-02-40-775-000	Budget		38	1
				USDA SEARCH GRANT				
15037	09/02/21	60201 XEROX CORPORATION						1418
21-00474		1 COPIER LEASE BACK OFFICE	137.40	1-01-20-100-023	Budget		50	1
				GEN. ADMIN. PRINTING				
15038	09/02/21	65405 W. B. MASON						1418
21-00305		1 OFFICE SUPPLIES	105.55	1-01-20-100-036	Budget		4	1
				GEN. ADMIN. OFFICE SUPPLIES				
21-00435		1 OFFICE SUPPLIES FOR P/W	67.45	1-01-26-290-030	Budget		8	1
				Materials and Supplies				
			<u>173.00</u>					
15039	09/02/21	65406 STANDARD OFFICE SYSTEMS						1418
21-00446		1 CHARGES FOR AUGUST 2021	0.00	1-01-20-100-030	Budget		30	1
				GEN. ADMIN. MATERIALS & SUPPLIES				
21-00446		2 CHARGES FOR AUGUST 2021	34.05	1-01-20-100-030	Budget		31	1
				GEN. ADMIN. MATERIALS & SUPPLIES				
21-00446		3 CHARGES FOR AUGUST 2021	89.14	1-01-20-100-030	Budget		32	1
				GEN. ADMIN. MATERIALS & SUPPLIES				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
15039		STANDARD OFFICE SYSTEMS							
		Continued							
21-00490	1	CHARGS FOR SEPT 2021	104.50	1-01-20-100-030	Budget		62	1	
				GEN. ADMIN. MATERIALS & SUPPLIES					
21-00490	2	CHARGS FOR SEPT 2021	54.98	1-01-25-240-030	Budget		63	1	
				Materials and Supplies					
			<u>282.67</u>						
15040	09/02/21	654114 Vital Communications, Inc.							1418
21-00458	1	MODIV FOR TAX UPDATE	100.00	1-01-20-145-023	Budget		39	1	
				printing					
15041	09/02/21	66666 VERIZON							1418
21-00439	1	CHARGES FOR AUGUST 2021	101.32	1-01-31-440-000	Budget		9	1	
				Telephone					
21-00439	2	CHARGES FOR AUGUST 2021	1,458.49	1-01-31-440-000	Budget		10	1	
				Telephone					
21-00439	3	CHARGES FOR AUGUST 2021	132.52	1-01-31-440-000	Budget		11	1	
				Telephone					
			<u>1,692.33</u>						
15042	09/02/21	964646 GOLD MEDAL ENVIRONMENTAL							1418
21-00473	1	CHARGES FOR AUG 2021	6,213.08	1-01-26-305-029	Budget		49	1	
				Contractual-collection					
15043	09/02/21	964654 ARTISTIC CUSTOM BADGES							1418
21-00303	1	CUT-OUT CROSS W/RED, WHITE,BLU	60.00	1-01-25-240-030	Budget		1	1	
				Materials and Supplies					
21-00303	2	CROSS WREATH W/EAGLE	171.00	1-01-25-240-030	Budget		2	1	
				Materials and Supplies					
21-00303	3	SHIPPING	24.30	1-01-25-240-030	Budget		3	1	
				Materials and Supplies					
			<u>255.30</u>						
15044	09/02/21	964679 GEBHARDT & KIEFER, P.C.							1418
21-00489	1	PROFESSIONAL SERVICES RENDERED	3,000.00	1-01-20-155-027	Budget		61	1	
				Legal Services					
15045	09/02/21	964691 FREEDOM TITLE & ABSTRACT CO							1418
21-00456	1	REFUND OF OVERPAYMENT OF	1,331.45	1-01-55-000-005	Budget		37	1	
				REFUND OF TAXES					
15046	09/02/21	03102 BANK OF AMERICA							1418
21-00449	1	3 X 5 AMERICAN FLAG	32.82	1-01-26-310-030	Budget		33	1	
				Materials and Supplies					
21-00450	1	VARIOUS SUPPLIES	27.48	1-01-26-290-038	Budget		34	1	
				Gen. Hardware-maint. supplies					
21-00465	1	BOROUGH MEETING DUE TO	15.98	1-01-20-100-041	Budget		41	1	
				GEN. ADMIN. CONFERENCES & MEETINGS					
21-00466	1	VARIOUS SUPPLIES	83.27	1-01-26-290-030	Budget		42	1	
				Materials and Supplies					

September 2, 2021  
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BOROUGH OF WEST WILDWOOD  
Check Register By Check Id

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
15046		BANK OF AMERICA						
		21-00467						
		1 REACH GRABBERS						
			38.97	1-01-26-290-030	Budget		43	1
				Materials and Supplies				
			<u>198.52</u>					

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	33	0	60,038.13	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	33	0	60,038.13	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	1-01	56,538.13	0.00	0.00	56,538.13
GRANT FUND	G-02	3,500.00	0.00	0.00	3,500.00
Total of All Funds:		<u>60,038.13</u>	<u>0.00</u>	<u>0.00</u>	<u>60,038.13</u>

*State of NJ  
Health Care*

14425<sup>50</sup>  
#74463.63

September 2, 2021  
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BOROUGH OF WEST WILDWOOD  
Check Register By Check Id

Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL      Range of Check Ids: 1419 to 1420  
Report Type: All Checks      Report Format: Detail      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
1419	09/02/21	44606 REMINGTON, VERNICK & WALBERG					1419		
21-00491	1	ADA RAMP - TOPOGRAPHIC SURVEY	3,439.00	C-04-55-919-103	Budget	2	1		
				INSTALLATION OF POLICE ADA RAMPS					
1420	09/02/21	964688 T & M ASSOCIATES					1419		
21-00468	1	PROFESSIONAL SERVICES RENDERED	831.25	C-04-55-918-100	Budget	1	1		
				ORD 579(2020) FAIR SHARE HOUSING ELEMENT					

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	4,270.25	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>2</u>	<u>0</u>	<u>4,270.25</u>	<u>0.00</u>

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CAPITAL FUND	C-04	4,270.25	0.00	0.00	4,270.25
Total of All Funds:		<u>4,270.25</u>	<u>0.00</u>	<u>0.00</u>	<u>4,270.25</u>

Range of Checking Accts: TRUST OTHER to TRUST OTHER Range of Check Ids: 1198 to 1199  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
1198	09/02/21	44606 REMINGTON, VERNICK & WALBERG					1420
21-00453	1	BL 101 LOT 30.02 602 W 26TH	120.00	T-12-00-000-013	Budget		3 1
				RESERVE FOR STREET OPENINGS			
21-00454	1	BL 101 LOT 30.04 606 W. 26TH	120.00	T-12-00-000-013	Budget		4 1
				RESERVE FOR STREET OPENINGS			
21-00486	1	STREET OPENINGS BL 101 LT 6-11	240.00	T-12-00-000-013	Budget		5 1
				RESERVE FOR STREET OPENINGS			
			<u>480.00</u>				
1199	09/02/21	58901 WRITTEN IN STONE					1420
21-00437	1	BRICK PAVER - BRIAN JEFFERY	79.00	T-12-00-000-009	Budget		1 1
				RESERVE FOR BRICKS & BENCHES			
21-00438	1	BRICK PAVER - K. EWALD	79.00	T-12-00-000-009	Budget		2 1
				RESERVE FOR BRICKS & BENCHES			
			<u>158.00</u>				

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	638.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	638.00	0.00

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Totals by Year-Fund  
Fund Description

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Fund	Budget Total	Revenue Total	G/L Total	Total
T-12	638.00	0.00	0.00	638.00
Total of All Funds:	<u>638.00</u>	<u>0.00</u>	<u>0.00</u>	<u>638.00</u>

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# WEST WILDWOOD PUBLIC WORKS

## ACTIVITY REPORT AUGUST 2021

- 4 WORK ORDERS FOR MAINTENANCE OF PUBLIC WORKS VEHICLES
- 4 WORK ORDERS FOR MAINTENANCE OF POLICE VEHICLES
- 4 WORK ORDERS FOR MAINTENANCE OF PUBLIC WORKS EQUIPMENT
- 8 WORK ORDERS TO EMPTY TRASH AND RECYCLING CONTAINERS AT BORO PARKS
- 8 WORK ORDERS FOR INSPECTIONS OF BORO PARKS AND STREETS
- 4 WORK ORDERS TO CLEAN UP TRASH ON BORO STREETS
- 4 WORK ORDERS TO CLEAN BORO HALL AND REMOVE TRASH AND RECYCLING
- 4 WORK ORDERS FOR MAINTENANCE OF 26TH AVE. SEWER PUMPING STATION
- 4 WORK ORDERS FOR MAINTENANCE OF FLOOD PUMP SOUTH END OF NEPTUNE AVE.
- 8 WORK ORDERS TO EMPTY DOGGI STATION CONTAINERS AT BORO PARKS AND PLAYGROUND
- 2 WORK ORDERS FOR MAINTENANCE AND INSPECTIONS OF FLOOD GATES

2 WORK ORDERS TO CLEAR OFF CATCH BASIN TOPS OF DEBRIS AND TRASH

4 WORK ORDERS TO PATCH POT HOLES ON BORO STREETS

1 WORK ORDER FOR OIL CHANGE ON POLICE VEHICLE

1 WORK ORDER FOR MAINTENANCE OF FLOOD TRUCK

2 WORK ORDERS TO PICK UP TV'S WITH IN THE BORO

4 WORK ORDERS TO CUT GRASS AT BORO HALL, PARKS AND PLAYGROUND

4 WORK ORDERS TO CLEAN BEACH OF SALT GRASS

1 WORK ORDER TO INSTALL PARKS AND PLAYGROUND HOURS SIGNS

1 WORK ORDER TO FIX SINK HOLE BY CATCH BASIN AT D AND POPLAR AVES.

1 WORK ORDER TO INSTALL A NEW STREET SIGN MISSING FROM R AND MUELLER AVES.

1 WORK ORDER TO CHECK TIDE FLEX VALVES

1 WORK ORDER TO WEED EAT WEEDS GROWING AT THE KAYAK PARK

1 WORK ORDER TO INSTALL A NEW DOOR CHIME FOR POLICE DEPT. ENTRY DOOR

3 WORK ORDERS TO PICK UP PAID BULK TRASH

2 WORK ORDERS TO MARK OUT SEWER LATERALS ON MAPLE AVE.  
AND 26<sup>TH</sup> AVE.

4 WORK ORDERS TO PICK UP YARD WASTE

1 WORK ORDER TO REPAIR TIRE ON POLICE VEHICLE THAT HAD A NAIL  
IN IT

4 WORK ORDERS TO PICK UP TRASH MISSED BY THR TRASH  
CONTRACTOR

1 WORK ORDER TO REATTACH SPINDLES ON THE GAZEBO NEPTUNE  
AVE. PARK

1 WORK ORDER TO CHECK SEWR BACK UP FOR RESIDENT ON A AVE.

94 TOTAL WORK ORDERS FOR AUGUST 2021

**Commissioner's Report  
Finance and Revenue**

**Tax Assessor Report**

The final 2021 tax rate is 1.822. Overall, the rate is up 1.7% (3 cents) compared to last years rate. County taxes were estimated to go up 5% but the actual increase was 6.39%. The fourth quarter tax bill includes any adjustment for the difference in rate estimates.

**Tax increase Impact**

- 150,000 home is up \$45.00 from 2020
- 217,000 home is up \$65.10 from 2020
- 400,000 home is up \$120.00 from 2020

**Tax Collector Report**

- No update available for this report

**Operating Budget**

**September 3 Account Status**

FCOA	Description	% Expended	Notes
20	General Government	57%	
21	Land-Use Administration	60%	Planning Board related costs
22	Uniform Construction Code	66%	
23	Insurance	67%	
25	Public Safety	52%	Fire Department costs usually paid in December
26	Public Works	54%	
27	H&HS (Animal Control)	44%	
28	Parks and Recreation	37%	
29	Education (Fire Prevention)	17%	
30	Unclassified (Public Events)	100%	July 4th Celebration, shred day
31	Utilities and Bulk Purchases	56%	Electric, Telephone, Fuel
32	Landfill / Solid Waste Disposal	72%	
36	Statutory Expenditures	81%	
37	Judgements	75%	Due monthly on 10th of the month
42	Shared Services	74%	

September 3, 2021

43	Court and Public Defender	75%	
44	Capital	0%	Contribution to Capital Fund
45	Debt	50%	Bonds and Bond Anticipation Notes
46	Deferred Charges	0%	Final payment on tax revaluation
	<b>Total</b>	<b>59%</b>	<b>Total of all accounts</b>

### Judgement Bond

- The Department of Community Affairs Local Finance Board approved issue of a bond to create permanent financing for the remainder of the judgement. The bond was sold, and closing is scheduled for mid-September.

### Office Staffing

- The approval of the Judgement bond gives the borough some relief in future years budgets. That allows for several changes to occur including additional part time staffing for the tax office that will allow the office to be open on Fridays. An exact date for Friday opening will be announced once we complete the hiring and training process. Also, we are formally creating a new position of Business Administrator to help fill the operational overlap across departments. At this time the position is expected to be part time.



# Activity for the Month of August 2021

Calls for Service: 525		MVA's State Roads:		MVA's County Roads:		MVA's Municipal Roads:	
Adults Arrested: 2	Juv. Arrested:	CDS Arrests: 2	DWI Arrests:	Summonses:	911 Calls: 35		
Property Check		128	Lockout				1
Directed Patrol		118	Lift Assist				1
Directed Walking Beat		55	Juvenile Complaint				1
Parking Complaint/ Violation		49	Intoxicated Person				1
Property Check		31	General Compliants				1
MV Stop		26	Found Property				1
Back-up Officer		22	Error CAD				1
Medical Emergency / Assistance		10	Burglary 2C:18-2				1
Directed Patrol - Vehicle		10	Blocked Driveway				1
General Compliants		8	Alarm - Fire / CO				1
Animal Complaint		8	Alarm - Burglar/ Panic				1
Foot Patrol - Walking Beat		5	9-1-1 Calls				1
Welfare Check		4					0
Suspicious Activity/ Auto/ Person		4					
Assist Other Agency		4					
Suspicious Vehicle		3					
Suspicious Person(s)		3					
Local Ordinance		3					
Follow-Up Investigation		3					
Relay Person/Paper		2					
Property Check Requested		2					
Parking Violation		2					
Other Public Service		2					
Administrative		2					
911 Abandoned		2					
Property Damage		1					
Police Information		1					
Open Door		1					
Noise Complaint		1					
Megan's Law		1					
Lost/Found Property		1					