

**MEETING
MINUTES
MAY
2013**

**REGULAR
MEETING**

Borough of West Wildwood

"Small town Charm on the Back Bay"

AGENDA REGULAR MEETING – MAY 3, 2013 7:00 PM ACTION MEETING

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. 2012-106 ADOPTED ON DECEMBER 7, 2012. 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:

APPROVAL OF MINUTES:

APRIL 5, 2013 Regular Meeting
APRIL 29, 2013 Workshop Meeting

ORDINANCES: SECOND & FINAL READING:

ORDINANCE NO. 521 (2013) AN ORDINANCE AMENDING ORDINANCE NO. 430 WHICH AMENDED ORDINANCE NO. 398 THE LAND DEVELOPMENT ORDINANCE OF THE BOROUGH OF WEST WILDWOOD

FIRST READING/INTRODUCTION:

ORDINANCE NO. 522 (2013) BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$495,000.00 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250.00 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEROF

ORDINANCE NO. 523 (2013) AN ORDINANCE ESTABLISHING THE FEES TO BE CHARGED FOR COPIES OF DOCUMENTS REQUESTED THROUGH THE BOROUGH CLERK'S OFFICE

Borough of West Wildwood

"Small town Charm on the Back Bay"

RESOLUTIONS:

NUMBERS:

2013-049 – AUTHORIZING PURCHASES WITH VENDORS WHO ARE UNDER CURRENT N.J. STATE CONTRACTS

2013-050 - A RESOLUTION CREATING A LIMITED LEASE WITH THE WEST WILDWOOD VOLUNTEER FIRE COMPANY

2013-051 - A RESOLUTION APPROVING THE MODIFICATION OF THE TERMS OF RETIREMENT FOR ELIZABETH O'HALA

2013-052 – A RESOLUTION ESTABLISHING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD FOR EMERGENCY MEDICAL SERVICES.

2013-053 – AUTHORIZING THE PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE WITH VERDE ENERGY USA AND STREET LIGHTING SERVICES WITH CONSTELLATION NEW ENERGY

2013-054 – A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR THE AMERICAN FAMILY FESTIVAL

2013-055– AUTHORIZING THE AWARDING OF A NON-FAIR AND OPEN CONTRACT FOR PROFESSIONAL SERVICES OF SPECIAL COUNSEL

MOTION TO PAY BILLS

REPORTS FROM COMMISSIONERS

Open to the Floor for Public Comment:

ADJOURNMENT

**Donna L. Frederick
Acting Municipal Clerk**

BOROUGH OF WEST WILDWOOD
BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 3, 2013
7:00PM – ACTION MEETING

MINUTES:

Commissioner Maxwell called the meeting to order, lead the Pledge of Allegiance and read OPMA Statement

ROLL CALL:

Commissioner Golden
Commissioner Maxwell
Solicitor Cafiero
Acting Municipal Clerk (AMC) Donna L. Frederick

Mayor Fox Absent

APPROVAL OF MINUTES OF PREVIOUS MEETINGS AS PRESENTED:

April 5, 2013 Regular Meeting
April 29, 2013 Workshop Meeting

Motion to accept the previous minutes as presented:
Motion made by Comm. Maxwell and Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Motion Carried

ORDINANCES:

ORDINANCE NO. 521 (2013) SECOND READING/PUBLIC HEARING by TITLE: AN ORDINANCE AMENDING ORDINANCE NO. 430 WHICH AMENDED ORDINANCE NO. 398 THE LAND DEVELOPMENT ORDINANCE OF THE BOROUGH OF WEST WILDWOOD (Base Flood Elevations as per Governor's Executive Order)

Comm. Maxwell opened the hearing to the floor for public comment on Ordinance No. 521 (2013)

Hearing no comments Comm. Maxwell closed the hearing to the floor.

AMC Frederick asked for a motion to pass Ordinance No. 521 (2013) on the Second/Final Reading and Public Hearing

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Motion Carried by not less than 2/3 vote of the full membership of the Governing Body.
Ordinance Adopted

FIRST READING/INTRODUCTION OF ORDINANCE NO. 522 (2013): BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$495,000.00 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

AMC Frederick asked for a motion to pass Ordinance No. 522 (2013) on the First Reading/Introduction

Motion was made by Comm. Maxwell; Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Motion to Adopt Ordinance 522 (2013) by not less than 2/3 vote of the Governing Body on the First Reading/Introduction
Ordinance Adopted

AMC Frederick announced that a there would be a Special Meeting on May 20, 2013 in which, in part, Ordinance No. 522 (2013) would have a public hearing and final adoption.

FIRST READING/INTRODUCTION OF ORDINANCE NO. 523 (2013): AN ORDINANCE ESTABLISHING THE FEES TO BE CHARGED FOR COPIES OF DOCUMENTS REQUESTED THROUGH THE BOROUGH CLERK'S OFFICE

AMC Frederick asked for a motion to pass Ordinance No. 523 (2013) on the First Reading/Introduction

Motion was made by Comm. Maxwell; Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Motion to Adopt Ordinance 523 (2013) by not less than 2/3 vote of the Governing Body on the First Reading/Introduction
Ordinance Adopted

RESOLUTIONS: READ BY NUMBER & TITLE

AMC Frederick gave a brief detail of each resolution for the public to understand:

2013-049 – AUTHORIZING PURCHASES WITH VENDORS WHO ARE UNDER CURRENT N.J. STATE CONTRACTS

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-050 – A RESOLUTION CREATING A LIMITED LEASE WITH THE WEST WILDWOOD VOLUNTEER FIRE COMPANY

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-051 – A RESOLUTION APPROVING THE MODIFICATION OF THE TERMS OF RETIREMENT FOR ELIZABETH O’HALA

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-052 – A RESOLUTION ESTABLISHING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD FOR EMERGENCY MEDICAL SERVICES

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-053 – AUTHORIZING THE PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE WITH VERDE ENERGY USA AND STREET LIGHTING SERVICES WITH CONSTELLATION NEW ENERGY

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-054 – A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

2013-055 – AUTHORIZING THE AWARDING OF A NON-FAIR AND OPEN CONTRACT FOR PROFESSIONAL SERVICES OF SPECIAL COUNSEL (MARY D’ARCY BITTNER)

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Resolution Adopted

APPROVAL TO PAY BILLS WHEN PROPERLY SIGNED AND ENDORSED:

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes
Motion Carried

REPORTS FROM OFFICIALS:

Comm. Golden reported 63 actions including three new flood gates at Avenue E and Pine; Arion and Poplar and Avenue J and Poplar. He announced that free bulk trash would be on Tuesday, June 11th and the Borough wide yard sale would be on June 8th.

Comm. Maxwell informed the public that the WWFC Ladies Aux is doing a hoagie sale, tickets are available \$6.00 and they are good until the 20th. He read out the police activity report in the absence of Mayor Fox (attached).

Commissioner Maxwell opened the meeting to the Floor for Public Comment:

ELAINE SZYMKOWIAK, 555 W. Magnolia Avenue, asked what you do when your recyclable containers are full.

Comm. Golden, said to fill up another one

Hearing no more comment from the public, Comm. Maxwell closed the meeting to the floor.

Motion to Adjourn:

Motion was made by Comm. Maxwell, Seconded by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes

Motion Carried

Respectfully submitted
May 30, 2013




Donna L. Frederick, Acting Municipal Clerk

THESE MINUTES WERE APPROVED AT THE JUNE 7, 2013, REGULAR COMMISSION MEETING



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

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

ORDINANCE NO. 521 (2013)

**AN ORDINANCE AMENDING ORDINANCE NO. 430 WHICH AMENDED
ORDINANCE NO. 398 THE LAND DEVELOPMENT ORDINANCE OF THE
BOROUGH OF WEST WILDWOOD**

WHEREAS, as a result of a federally mandated update of the base flood elevations (“BFE”) for purposes of rating properties for flood insurance through the National Flood Insurance Program (“NFIP”), the federal government through FEMA has published advisory base floor elevation (“ABFE”) maps which have updated the flood zones throughout the State of New Jersey; and

WHEREAS, also as a result of the publication of the ABFE maps and due to the impact that Superstorm Sandy has had upon the New Jersey coast, the New Jersey Department of Environmental Protection (“DEP”) has proposed amendments to its Flood Control Act Regulations, N.J.A.C. 7:13-1.1 et seq., which have also incorporated the new ABFE maps and associated elevations for regulations all construction activities in flood zones in the State of New Jersey, which proposed regulations have been implemented by executive order of Governor Christie (“Flood Control Regulations”); and

WHEREAS, the Borough of West Wildwood has been participating in meetings with federal, state, county and municipal officials and professionals, and has been diligently reviewing and commenting on the Flood Control Regulations as well as the AFBE maps, which is a continuing and evolving process which will likely not be finalized for several months; and

WHEREAS, in the meantime, and without prejudice to the Borough’s position and objections to some of the flood zone designations under the ABFE maps as well as to certain provisions in the Flood Control Regulations, the Board of Commissioners desire to restate it’s Land Development Ordinance to incorporate the proposed ABFE as recommended by federal and state officials in order to maintain its community rating discount under the NFIP, which will provide an economic benefit to the Borough and all of its property owners through discounted flood insurance premiums, as well as to preserve the funding opportunities available through FEMA; and

WHEREAS, the adoption of the ordinance will not prevent the Borough from continuing to question, comment on and challenge the ABFE maps as well as the Flood Control Regulations, and to make additional modifications to this ordinance as may be deemed advisable and in the best interest and welfare of the residents, business owners, property owners, tourists and guests of the Borough of West Wildwood.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that:

1.) All other ordinances in conflict or inconsistent with this Ordinance are here by repealed to the extent of such conflict or inconsistency.

2.) Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of the Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

3.) This Ordinance shall take effect after a public hearing and final adoption and publication as provided by law.

COMMISSIONERS:

ABSENT

MAYOR CHRISTOPHER J. FOX

[Signature]

COMMISSIONER SCOTT W. GOLDEN

[Signature]

COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the Regular Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 5th day of April, 2013 and will be considered for final passage after a public hearing at the meeting of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on May 3, 2013 at 7:00 pm prevailing time.

FIRST READING: 2013 04-05
PUBLICATION: 2013 04-11
SECOND READING/FINAL ADOPTION: 2013 05-03
PUBLICATION: 2013 05-09

[Signature]

Donna L. Frederick
Acting Municipal Clerk

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

ORDINANCE NO. 522 (2013)

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD,
IN THE COUNTY OF CAPE MAY, NEW JERSEY,
APPROPRIATING THE AGGREGATE AMOUNT OF \$495,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250
BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF
THE COST THEREOF.**

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

Section 1. The several improvements described in Section 3 of this bond ordinance
are hereby respectively authorized to be undertaken by the Borough of West Wildwood, in the
County of Cape May, New Jersey (the "Borough") as general improvements. For the several
improvements or purposes described in Section 3, there are hereby appropriated the respective
sums of money therein stated as the appropriation made for each improvement or purpose, such
sums amounting in the aggregate to \$495,000, including the aggregate sum of \$24,750 as the
several down payments for the improvements or purposes required by the Local Bond Law. The
down payments have been made available by virtue of provision for down payment or for capital
improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$470,250 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) The acquisition of a police sport utility vehicle, including all related costs and expenditures incidental thereto.	\$52,000	\$49,400	5 years
b) The acquisition of a backhoe loader, a street sweeper and a skid steer, including all related costs and expenditure incidental thereto.	\$341,300	\$324,235	5 years
c) The acquisition of turn-out gear for the fire fighters, including all related costs and expenditures incidental thereto.	\$13,750	\$13,065	5 years
d) The acquisition and/or installation of flood valves, a hydric hose press, and a plasma cutter, including all related costs and expenditures incidental thereto.	\$22,075	\$20,970	15 years

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
e) Repairs to the Fire House, including all work and materials necessary therefor and incidental thereto.	\$13,750	\$13,065	15 years
f) The replacement/upgrade to the refueling station and the acquisition of various equipment in Public Works Department, including all related costs and expenditures incidental thereto.	\$10,400	\$9,880	15 years
g) The acquisition of office equipment for Police Department, including all related costs and expenditures incidental thereto.	\$10,400	\$9,880	5 years
h) The acquisition of computers, technology equipment and software, including all related cost and expenditures incidental thereto.	\$17,275	\$16,410	5 years
i) The acquisition of office furniture for the Borough offices and Borough Hall, including all related costs and expenditures incidental thereto.	\$14,050	\$13,345	5 years
TOTALS	<u>\$495,000</u>	<u>\$470,250</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as

may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the Borough may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 5.93 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$470,250, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

Section 7. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

COMMISSIONERS:

ABSENT
MAYOR CHRISTOPHER J. FOX

[Signature]
COMMISSIONER SCOTT W. GOLDEN

[Signature]
COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the Regular Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 3rd day of May, 2013 and was be considered for final passage after a public hearing at a **Special Meeting** of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on **May 20, 2013 at 9:00am.**

FIRST READING: 2013 05-03
PUBLICATION: 2013 05-09
SECOND READING/FINAL ADOPTION:
PUBLICATION:

[Signature]
Donna L. Frederick
Acting Municipal Clerk

**BOROUGH OF WEST WILDWOOD
COUNTY OF CAPE MAY**

ORDINANCE NO. 523 (2013)

**AN ORDINANCE AMENDING ORDINANCE NO. 447 ESTABLISHING
THE FEES TO BE CHARGED FOR COPIES OF DOCUMENTS
REQUESTED THROUGH THE BOROUGH CLERK'S OFFICE**

WHEREAS, requests for public documents in matters pertaining to the Borough of West Wildwood are submitted through the office of the Borough Clerk; and

WHEREAS, it is necessary to establish the fees that may be charged for copies of documents to be provided, consistent with the provisions of the New Jersey Open Public Records Act, *N.J.S.A.* 47:1A-1, et seq.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Borough of West Wildwood, in the County of Cape May, New Jersey, the Governing Body of the Borough of West Wildwood, as follows:

Section 1. The allegations of the preamble are incorporated herein as if set forth in full.

Section 2. All requests for copies of public documents in matters relating to the Borough of West Wildwood shall be submitted through the office of the Borough Clerk

Section 3. The following fees shall be payable by the requestor to the Borough of West Wildwood for the documents provided:

- a. \$ 0.05 per page for letter sized pages and smaller;
- b. \$ 0.07 per page for legal sized pages and larger;
- c. If the actual costs to produce paper copies exceed the \$0.05 and \$0.07 rates, then the actual cost of duplicating the records will be charged;
- d. Electronic records will be provided free of charge (i.e. records sent via e-mail and fax);
- e. The actual costs to provide records in another medium will be charged (i.e. computer disc, CD-ROM, DVD);
- f. Actual postage costs for any documents sent by mail

Section 4. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, shall be, and the same hereby are, repealed.

Section 5. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect and, to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 6. This Ordinance shall take effect immediately upon final passage and publication according to law.

COMMISSIONERS :

ABSENT

MAYOR CHRISTOPHER J. FOX

Sub

COMMISSIONER SCOTT W. GOLDEN

Cal Maxwell

COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the Regular Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 3rd day of May, 2013 and will be considered for final passage after a public hearing at the meeting of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on June 7, 2013 at 7:00 pm prevailing time.

FIRST READING: 2013 05-03
PUBLICATION: 2013 05-09
SECOND READING/FINAL ADOPTION: 2013 06-07
PUBLICATION:

Donna L. Frederick

Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-049

**AUTHORIZING PURCHASES WITH VENDORS WHO ARE
 UNDER CURRENT N.J. STATE CONTRACTS**

WHEREAS, the Borough of West Wildwood routinely purchase certain supplies and equipment; and

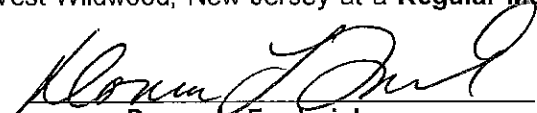
WHEREAS, certain vendors have been awarded State Contracts, through an open and competitive bidding process through the State of New Jersey and hold a valid State Contract which allows the Borough of West Wildwood to purchase from those vendors without going to bid, saving the taxpayers money.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough hereby recognizes the following vendors holding current State Contracts pursuant to the Laws of the State of New Jersey:

- 1.) Gaithersburg Farmers Supply.....contract # 79572

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						X
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting 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 **May 3, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-050

**A RESOLUTION CREATING A LIMITED LEASE WITH THE
WEST WILDWOOD VOLUNTEER FIRE COMPANY**

WHEREAS, the Borough of West Wildwood owns a multi-use building, located at 651 North Drive, West Wildwood, New Jersey, currently shared by the West Wildwood Volunteer Fire Company No.1, the West Wildwood Public Works Department and the Office of Emergency Management; and

WHEREAS, the Board of Commissioners of the Borough of West Wildwood desire to enter into a lease agreement with the West Wildwood Volunteer Fire Company No. 1, (WWVFC) pursuant to N.J.S.A. 40A:12-15, which allows for the creation of a leasehold for a term not in excess of 50 years which may be extended for an additional 25 years for the provision of fire protection services by an association duly incorporated for such purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, as follows:

- 1.) The preamble of the Resolution is hereby incorporated here by reference;
- 2.) This resolution shall serve as a Lease by and between the Borough of West Wildwood and the West Wildwood Volunteer Fire Company #1, in accordance with the following provisions.
 - a. The term of this lease shall be 50 years from the date of execution hereof by all necessary parties.
 - b. The leasehold shall include all of the interior areas of the building currently occupied by the West Wildwood Volunteer Fire Company No. 1.
 - c. **LIMITATIONS:** With regard to the second floor areas of the Firehouse, there shall be no limitations upon the rights of the Fire Company as lessee.
 - d. **CONSIDERATION:** There is no monetary consideration. Consideration for this lease consists of the continuing provisions of fire protection.
 - e. **LIABILITY INSURANCE:** The Borough shall continue to provide liability insurance for the entire building.
 - f. **CASUALTY INSURANCE AND MAINTENANCE:** The Borough of West Wildwood shall provide casualty insurance for the structure, fixtures and equipment and shall provide maintenance of the structure, fixtures and equipment except as related to fixtures, equipment and other items which are exclusively titled to the West Wildwood Volunteer Fire Company No. 1.
 - g. **INSURANCE:** the Borough shall provide insurance coverage for the benefit of the WWVFC for worker's compensation, automobile insurance and liability insurance, subject to the review and approval of the Borough's Risk Management Consultant.
 - h. **UTILITIES:** the Borough shall pay the cost of electric, natural gas, water and telephone.
 - i. **ALTERATIONS:** there shall be no alteration of the leased premises by the West Wildwood Volunteer Fire Company No. 1 without prior written consent of the Borough.
 - j. **POLLUTION; DISCHARGE OR STORAGE OF HAZARDOUS MATERIALS:** the West Wildwood Volunteer Fire Company No. 1 shall not do anything or otherwise permit anything to occur which would result in the pollution of the leased premises. The WWVFC shall not store or discharge any materials of hazardous nature or substance other than those customarily associated with the WWVFC's activities. In the event of any pollution at the site which arises from any action or inaction of the WWVFC, or its agents, the WWVFC shall be responsible for cleanup and remediation of the site. WWVFC shall indemnify the Borough from any claim arising out of

any pollution of the leased premises by reason of any action or inaction of the WWVFC, or its agents.

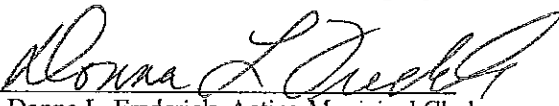
k. **AMENDMENTS:** this Agreement can only be amended, in writing, signed by the parties to this Agreement and with respect to the Borough, in accordance with the manner established by law.

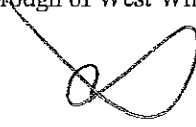
~~No verbal amendment or informal amendment shall be binding or effective.~~


l. **ASSIGNMENT:** this Agreement is executed by the Borough with a non-profit corporation for a public purpose. In entering into this Agreement, the Borough must be satisfied that the WWVFC meets the statutory requirements established by New Jersey law and continues to meet those requirements during the term of the Agreement. For that reason, the WWVFC is expressly prohibited from assigning this Agreement to any other person or entity, including any successor, without the express written approval of the Borough.

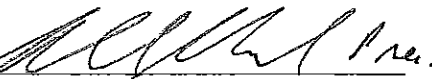
m. **CONTROLLING LAW:** this Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event this Agreement, or any portion thereof, is determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall thereupon terminate.

3.) The Mayor and Borough Clerk shall be and hereby are authorized to execute this resolution as the Lease of the aforementioned premises by and between the Borough of West Wildwood and the West Wildwood Volunteer Fire Company No. 1.

Attest: 
 Donna L. Frederick, Acting Municipal Clerk
 Borough of West Wildwood

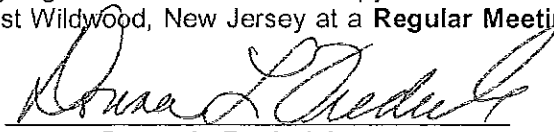
By: 
 Christopher J. Fox, Mayor
 Borough of West Wildwood

Attest:  Sec.
 Michael Kutas, Secretary
 West Wildwood Vol. Fire. Co. #1

By:  Pres.
 Ronald McGowan, Jr. President
 West Wildwood Vol. Fire Co. #1

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						X
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting 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 **May 3, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION NO. 2013-051

**A RESOLUTION APPROVING THE MODIFICATION OF THE TERMS OF
RETIREMENT FOR ELIZABETH O'HALA**

WHEREAS, ELIZABETH O'HALA was employed by the Borough of West Wildwood for a term of thirty-three years; and

WHEREAS a collective bargaining agreement ("Agreement") executed by the Borough and Teamsters Local No. 331, International Brotherhood of Teamsters effective January 1, 2007 through December 31, 2011, and pursuant to Article XXXI, Group Health and Life Insurance and AFLAC which states:"(1) Borough shall provide family health care insurance benefits including prescription, dental and optical coverage and (4) the Borough shall continue to provide the same benefits the employee was receiving at the time of retirement for any employee who retires after thirty-five years of service with the Borough and is at least fifty-five years of age. Benefits will be reduced by the amount Medicare pays when the employee becomes Medicare eligible; and

WHEREAS on March 25, 2010 the Board of Commissioners adopted Resolution No. 10-10 deeming it to be in the best interest of the citizens of the Borough of West Wildwood and the employees of the Borough of West Wildwood to provide health care insurance benefits for any employee that retires with thirty-three years of service and who is at least fifty-five years of age; and

WHEREAS on April 9, 2010 the Board of Commissioners passed Resolution No. 10-20 wherein the Borough accepted a letter of resignation submitted by Elizabeth O'Hala on March 23, 2010 after she provided thirty-three years of service to the Borough which letter of resignation was to take effect on June 30, 2010; and

WHEREAS on May 24, 2010 Elizabeth O'Hala completed and forwarded to the State Health Benefits Program a Retired Coverage Enrollment Application wherein she included her husband as a dependent/spouse; and

WHEREAS the Borough's former Chief Financial Officer failed to timely submit several back quarterly pension reports resulting in an audit and a several month delay in Ms. O'Hala receiving the health benefits; and

WHEREAS but for the aforementioned delay, Ms. O'Hala would have been entitled to the health benefits that are prescribed by the Collective Bargaining Agreement and her; and

WHEREAS on August 13, 2010 Ms. O'Hala signed a Separation Agreement and General Release which appears to have been inconsistent with both the Collective Bargaining Agreement and her State Health Benefits Program Retired Coverage Enrollment Application by stating post retirement health insurance benefits would be for "the employee only"; and

WHEREAS Ms. O'Hala now seeks to modify the terms of the Separation Agreement and General Release so as to be able to pursue with the State Health Benefits Plan the health insurance coverage that, but for the delay in submitting the pension reports, she would have been entitled to receive under the terms of the Collective Bargaining Agreement and Resolution 10-10; and

WHEREAS Paragraph 9 of the aforementioned Separation Agreement and General Release entitled **Integration, Representation by Counsel**, states "...this agreement constitutes the entire understanding of the parties and cannot be modified except in writing signed by all the parties hereto"; and

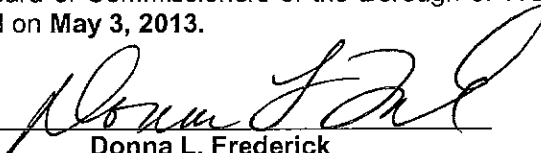
WHEREAS under the circumstances described the Commissioners deem it appropriate to authorize execution of a modification of Ms. O'Hala's Separation Agreement and General Release in the form annexed hereto as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood as follows:

1. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if set forth at length.
2. The modified Agreement annexed hereto as Exhibit "A: to be executed between the Borough and Elizabeth O'Hala which will provide family health care insurance benefits to Ms. O'Hala as delineated in the agreement between the Borough of West Wildwood and Teamsters Local No. 331, International Brotherhood of Teamsters effective January 1, 2007 through December 31, 2011 and as authorized and resolved by the Borough pursuant to Resolution No. 10-10 is approved and the Mayor, Commissioners and Borough Clerk be and they hereby are authorized to execute same.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						X
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting 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 **May 3, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

AGREEMENT

THIS AGREEMENT by and between the **BOROUGH OF WEST WILDWOOD** (hereinafter collectively referred to as "The Borough") and **ELIZABETH O'HALA** (hereinafter referred to as "The Employee")

WHEREAS a Collective Bargaining Agreement was executed between the Borough of West Wildwood and Teamsters Local No. 331 International Brotherhood of Teamsters effective January 1, 2007 through December 31, 2011, and pursuant to **Article XXXI-Group Health and Life Insurance and AFLAC** which states (1) the Borough shall provide family health care insurance benefits including prescription, dental and optical coverage and (4) the Borough shall continue to provide the same benefits the employee is receiving at the time of retirement for any employee who retires after thirty-five years of service with the Borough and is at least fifty-five years of age. Benefits will be reduced by the amount Medicare pays when the employee becomes Medicare eligible; and

WHEREAS on March 25, 2010, the Board of Commissioners adopted Resolution No. 10-10 deeming it to be in the best interest of the citizens of the Borough of West Wildwood and the employees of the Borough of West Wildwood to provide health care insurance benefits for any employee that retires with thirty-three years of service and who is at least fifty-five years of age; and

WHEREAS on April 9, 2010 the Board of Commissioners passed Resolution No. 10-20 wherein the Borough accepted a letter of resignation submitted by the employee on March 23, 2010 after she provided thirty-three years of service to the Borough which letter of resignation was to take effect on June 30, 2010; and

WHEREAS on May 24, 2010 Elizabeth O'Hala completed and forwarded to the State Health Benefits Program a Retired Coverage Enrollment Application wherein she included her husband as a dependant/spouse; and

WHEREAS, on August 13, 2010 the Borough and the Employee executed a Separation Agreement and General Release which appears to have been inconsistent with both the Collective Bargaining Agreement and her State Health Benefits Program Retired Coverage Enrollment Application by stating post retirement health benefits would be for “the employee only”; and

WHEREAS pursuant to **Paragraph 9** of the Separation Agreement and General Release dated August 13, 2010 entitled **Integration, Representation By Counsel** which states “...this Agreement constitutes the entire understanding of the parties and cannot be modified except in writing signed by all the parties hereto”.


NOW THEREFORE, IT IS HEREBY AGREED between the parties hereto that the Separation Agreement and General Release dated August 13, 2010 shall be modified as follows:

1. **Paragraph 2** entitled **Post Retirement Benefits** shall read as follows: Employee will be eligible for post retirement health insurance benefits in accordance with the then current plan provided to Borough employees and shall be subject to any changes or amendments made thereto until the earlier of age sixty-five or when she first becomes eligible for Medicare. Upon Medicare eligibility the Borough shall provide employee with Supplemental Plan B coverage under the State Health Benefit Plan or its equivalent. Said coverage shall continue for the life of the employee pursuant to the Collective Bargaining Agreement as delineated in **Article XXXI Group Health and Life Insurance and AFLAC paragraphs (1) and (4)** and as authorized and resolved in Borough Resolution No. 10-10. The parties acknowledge and understand that the modification included in this agreement is conditioned upon employee successfully pursuing with the State Health Benefit Plan the Health Insurance Coverage that, but for the delay in submitting the pension reports, she would have been entitled to receive under the terms of the Collective Bargaining Agreement and Resolution 10-10. The parties agree to cooperate with one another and the State Health Benefit Program to effectuate the modification.

2. All other terms and conditions of the Separation Agreement and General Release executed on August 13, 2010 shall remain in full force and effect. To the extent that there are inconsistencies in the Separation Agreement and General Release and this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 6th day of May, 2013.

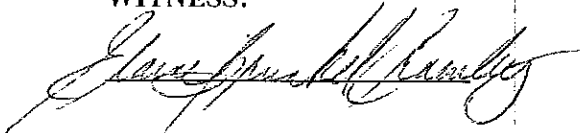
WITNESS:


Donna L. Frederick, Acting Municipal Clerk

BOROUGH OF WEST WILDWOOD

by 
MAYOR CHRISTOPHER J. FOX

WITNESS:




ELIZABETH O'HALA

ELAINE BRUNKEL-CROWLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/13/2016

Sworn to and subscribed
before me this
6th day of May 2013

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

RESOLUTION 2013-052

**A RESOLUTION ESTABLISHING A SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE
CITY OF WILDWOOD FOR EMERGENCY MEDICAL SERVICES**

WHEREAS, N.J.S.A. 40:8A:1 et seq. the Inter-local Services Act, authorized municipalities to enter into Agreements with other municipalities for the joint provisions within their jurisdictions of services which any of the parties on whose behalf such services are to be performed may legally perform for itself; and

WHEREAS, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Emergency Medical Services for the year 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorize and direct the Mayor and Borough Clerk to execute an Inter-local Services Agreement with the Borough of West Wildwood for Emergency Medical Services in the amount of \$15,000.00 attached herewith; and

BE IT FURTHER RESOLVED that the term of this Agreement is for one (1) year, commencing January 1, 2013 and expiring December 31, 2013, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed and made a part hereof.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting 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 **May 3, 2013**.


Donna L. Frederick
Acting Municipal Clerk

**INTER-LOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD
AND CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40:84-1 ET SEQ KNOWN AS THE INTER-LOCAL SERVICES ACT.**

THIS AGREEMENT dated this 16th day of April, 2013 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, N.J.S.A. 40:84-3 authorized municipalities to enter into an agreement for the exchange of inter-local services pursuant to the provisions of the statute known as the "Inter-local Services Act"; and

WHEREAS, the City has equipment and personnel available to service the limited and specific needs of the Borough relating to year round Emergency Medical Service for the year 2013; and

WHEREAS, the Borough of West Wildwood needs these services for their respective residents and visitors; and

WHEREAS, each respective municipality has determined through its governing body that the exchange of money and services is fair and equitable, and shall serve to save each respective municipality substantial sums of money and serve the best interests and for the exchange of mutual covenants and conditions and such other considerations as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40:84-1 et seq. the parties agree as follows:

- A. Wildwood shall provide first response for Emergency Medical Services (EMS) throughout the entire Borough of West Wildwood.
- B. Responses shall be upon the same priority and with the same level of service as is provided in the City of Wildwood.
- C. Calls for emergency services shall be routed to the City of Wildwood, which Department provides dispatching services to the Borough of West Wildwood. Wildwood shall respond immediately upon dispatch.
- D. In the event that Wildwood is committed to prior responses, in accordance with the Cape May County Mutual Aid Policy either in the City of North Wildwood or the Borough of Wildwood Crest will respond through Mutual Aid to Wildwood; and

WHEREAS, the Borough of West Wildwood will pay to the City of Wildwood \$15,000.00 for the services for the year 2013.

THEREFORE, BE IT RESOLVED, that the Mayor of both municipalities be, and hereby, are authorized to sign this contract; and

BE IT FURTHER RESOLVED, that should this Inter-local Services Agreement be cancelled by either party, the Limited Automatic Fire Response shall also be cancelled; and


BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 31, 2013 and shall terminate on December 31, 2013, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with the appropriate municipal approval acquired by law or, upon termination, renegotiate terms for subsequent agreements, with the appropriate municipal approval as required by law; and

BE IT FURTHER RESOLVED, that it is recognized by both parties that the City of Wildwood and the Borough of West Wildwood are self-insured and, as such, both are participants in the Atlantic County Municipal Joint Insurance Fund (JIF) and that final approval of this Contract is subject to acknowledgement by the JIF that the services as provided for in this Contract are insurable by the Joint Insurance Fund as to both municipalities with any dispute involving this Agreement which cannot be amicably resolved between the parties shall be adjudicated through binding arbitration; and

IN WITNESS WHEREOF, the parties have herunto caused their proper officers to sign their respective municipal seals to be affixed hereto on the dates indicated below.

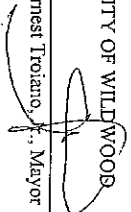
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:




Christopher H. Wood, City Clerk

CITY OF WILDWOOD




Ernest Troiano, Mayor

ATTEST:



Donna L. Frederick, Borough Clerk
(Acting)

BOROUGH OF WEST WILDWOOD



Christopher J. Fox, Mayor

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

RESOLUTION 2013-053

**AUTHORIZING THE PURCHASE OF ENERGY GENERATION SERVICES FOR PUBLIC USE
WITH VERDE ENERGY USA AND
STREET LIGHTING SERVICES WITH CONSTELLATION NEW ENERGY**

WHEREAS, Commercial Utility Consultants, Inc. (CUC) with its prime principal of business located at 1556 McDaniel Drive, Westtown Business Center, West Chester, Pennsylvania, is engaged in the business of conducting an analysis of utility bills for governmental entities as well as commercial and residential consumers, to determine whether such entities and/or consumers can realize savings through a competitive procurement of energy services from alternate energy suppliers; and

WHEREAS, the State of New Jersey has enacted a regulatory scheme designed to encourage and support energy aggregation for the purchase of electric and gas utility services (N.J.S.C. 14:4-6.1 et seq.); and

WHEREAS, CUC, Inc. has registered with the State of New Jersey, Board of Public Utilities, to conduct business therein as an energy agent (EA-0171) and private aggregator (PA-0109), and in connection therewith, CUC has been authorized by the State of New Jersey, Department of Community Affairs, Division of Local Government Services, as an approved vendor to offer its reverse auction platform to New Jersey local contracting units for the purchase of energy generation services pursuant to the Local Unit Electronic Technology Pilot Program (P.L. 2001, c.30); and

WHEREAS, the Borough of West Wildwood purchases electric services for the operation of its municipal facilities (Municipal Building, Police Building, Public Works/Fire Co/OEM building, 26th Street Pump Station, etc.) along with street lighting and desires to determine whether the Borough can realize a savings on such energy expenses through competitive procurement of such costs; and

WHEREAS, the Board of Commissioners on January 4, 2013 adopted Resolution No. 2013-004 authorizing CUC, Inc. to review the current municipal utilities costs and do a reverse energy auction for both natural gas and electric service; and

WHEREAS, CUC, Inc. conducted a reverse energy auction for electric generation and has submitted the low bid to the Borough from Verde Energy USA, Inc., for electric service to the operation of the Borough's municipal facilities and a low bid from Constellation New Energy for street lighting, for consideration; and

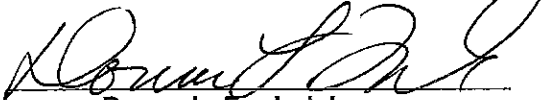
WHEREAS, the Board of Commissioners deem it in the best interest of the Borough to enter into an Energy Supply Agreement which authorizes both Verde Energy USA, Inc. and Constellation New Energy to switch utility suppliers.

NOW, THEREFORE, BE IT RESOLVED that the Mayor be and is hereby authorized on behalf of the Borough of West Wildwood, County of Cape May, New Jersey, to enter into an Energy Supply Agreement with both Verde Energy USA and Constellation New Energy for a length of term of 24 months for electric supply service and street lighting with an estimated savings of approximately \$9,849.71 over the term period.

AND BE IT FURTHER RESOLVED that an executed copy of the Energy Supply Agreements be attached hereto, and forwarded to Commercial Utility Consultants, Inc. Broker/Agency.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						X
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting 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 **May 3, 2013**.

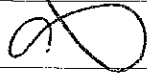


Donna L. Frederick
Acting Municipal Clerk

Energy Supply Agreement

This Agreement is hereby unconditionally accepted. Verde Energy USA, Inc. is authorized to switch my utility supplier for the generation service charge. I understand and agree to the Terms of Service included in this Energy Supply Agreement. I will notify and/or cancel any previous agreement I may have in place with any other supplier, if applicable. Verde has my permission to obtain my past and current electric usage data.

June 2013 24
Service Start Month Months
 \$.07961/SUT Included 98,500
Price (cents / kWh) Estimated Annual Usage kWh

Borough of West Wildwood CHRISTOPHER J. FOX
Company Name Authorized Signatory Name
 DONNA L. FREDERICK MAYOR
Contact Name Title
 609-522-4845 x 306 
Contact Phone Number Signature
 dfrederick@westwildwood.org 5/6/13
Contact Email Address Date

CUC, Inc. CUC, Inc.
Broker/Agent Marketing Code

Account(s) to be enrolled

Please fill in an account number for each address. If you have additional accounts, please complete and attach the Additional Accounts form. Please include a copy of your electric bill in order to determine eligibility.

ACE & 0432-2779-9996		
<small>LDC & Account Number [PSEG: POD ID Number JCPL: Customer Number ACE: Account Number]</small>		
Glenwood & Neptune Ave		
<small>Service address</small>		
West Wildwood	NJ	08260
<small>City</small>	<small>State</small>	<small>Zip</small>
701 West Glenwood Ave.		
<small>Mailing address</small>		
West Wildwood	NJ	08260
<small>City</small>	<small>State</small>	<small>Zip</small>

Additional Accounts

(Attach as many sheets as necessary)

LDC	Account Number PSRG: POD ID Number JCP: Customer Number ACE: Account Number	Service Address			Billing Address				
		Street	City	State	Zip	Street	City	State	Zip
ACE	0432-2779-9970	11 Neptune Ave Temp	West Wildwood	NJ	08260	Same as above			
ACE	3181-8779-9990	701 W Glenwood Ave	West Wildwood	NJ	08260	Same as above			
ACE	0432-2779-9988	666 26th St	West Wildwood	NJ	08260	Same as above			
ACE	0945-4599-9982	651 North St.	West Wildwood	NJ	08260	Same as above			

Terms of Service
NJ License ESL-0085

This Agreement authorizes Verde Energy USA, Inc. ("Verde") to change my ("Customer") electric supplier in territories of Public Service Electric and Gas ("PSE&G"), Jersey Central Power and Light ("JCP&L") or Atlantic City Electric ("ACE").

1. **Generation Rate:** Customer will receive electricity from Verde for the duration of the Term Length at a fixed generation rate to begin at the Start Month. This rate includes transmission charges but excludes applicable state and local sales taxes as well as any new taxes imposed. The transmission charges are the basic service charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of an electric distribution company. Customer may compare price terms by ~~looking at the rates posted on the website and on Customer's monthly bill. The generation charge is basic service charge for~~ generation supply to retail customers and excludes charges for transmission or other charges related to electric service. In addition, Customer shall pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and charges.
2. **Term and Renewal:** This Agreement will start when Verde provides confirmation to Customer's local distribution company and it initiates the change and will continue for the Term Length. Customer will be responsible for the cancellation of any existing supplier agreement. At the end of the Term Length, this Agreement may be renewed by the mutual agreement of Customer and Verde. If this Agreement is not renewed at the end of the Term Length, it will continue on a month-to-month basis at the fixed Generation Rate until cancelled by either Customer or Verde upon 60 days' prior written notice to the other party.
3. **Change in Usage:** In the event of a change of greater than 25% in Customer's aggregate monthly kWh usage under this Agreement, Verde may adjust the Generation Rate to reflect the incremental cost of purchasing energy in excess of the 125% bandwidth at market, or to reflect the incremental loss incurred by Verde in reselling unused energy below the 75% bandwidth at market.
4. **Cancellation:** Customer may cancel this Agreement at any time and for any reason. The cancellation will become effective when Customer's new supplier or PSE&G, JCP&L or ACE completes the change. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to cancellation. Verde may terminate Customer for non-payment at the time of the next meter reading.
5. **Billing:** Customer will continue to receive one monthly electric bill processed and provided by PSE&G, JCP&L or ACE. Payment is due to PSE&G, JCP&L or ACE in accordance with their standard billing practices. In the event of a Customer bankruptcy, late payment or nonpayment, Verde has the right to terminate this Agreement. If customer has any past due amount to its local utility of 60 days or more then Customer will be moved to dual billing for a period of at least 12 months with one monthly bill from its local utility for distribution costs and one monthly bill from Verde for supply costs. Verde shall have the right under dual billing to require Customer payment via credit card or direct ACH to a checking account.
6. **Contact Information:** For any service question or in the event of an emergency such as a power failure or downed power line, Customer should contact local utility. Utility contact numbers are PSE&G 800-436-7734, JCP&L 800-662-3115 and ACE 800-833-7476. Customer may contact Verde at 800-388-3862. Customer may also contact the NJ Board of Public Utilities' Division of Customer Relations at 800-624-0241. Customer shall contact Verde with any change in Customer's email address and/or withdrawal of consent for electronic retention of customer information.
7. **Customer Relocation:** If Customer moves to a new address within Verde's current service territory, Customer should contact Verde in order to re-enroll at the new location.
8. **Changes to Agreement:** Verde may change, modify or amend these Terms of Service at any time (each a "Change"). Verde will notify Customer of the Change by posting the revised Terms of Service on Verde's website (www.lowcostpower.com). Each Change is effective upon posting. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of these Terms of Service as so Changed.
9. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business; or (d) to another supplier licensed by the New Jersey Board of Public Utilities. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Verde's records for Customer's account. There are no third-party beneficiaries to this Agreement.
10. **Notice:** Any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.
11. **Disputes: Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.
13. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or local distribution company that materially impair a party's ability to perform.
14. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of New Jersey.



Agreement is Not
Valid Unless
Executed by CNE

Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions
NJ License # ESL-0016

Borough of West Wildwood ("Customer") AND CONSTELLATION NEWENERGY, INC. ("CNE") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to CNE, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include CNE's credit costs and margin and applicable New Jersey Sales and Use Taxes at the levels required by currently applicable law as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Real Time Locational Based Marginal Price

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("LMP" (or in NYISO Zone J, the ISO-published Day Ahead LMP) + \$0.00525/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges unless we agree otherwise. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. ~~Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less.~~

Certain Warranties. You warrant and represent that for Account(s) located in the State of New Jersey that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Environmental Disclosure Information. Our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A attached hereto and incorporated herein by reference, will be provided to you periodically with your invoices, is available upon request and will be updated periodically.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at customercare@constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections. Additional information may be obtained by contacting the New Jersey Board of Public Utilities Division of Customer Assistance (8:30 a.m. to 5:00 p.m.), in state at 800-624-0241 and out of state at 973-648-2350. This Agreement will also be subject to all applicable consumer protection laws of the United States and the State of New Jersey, to the extent allowed by applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Atlantic City Electric Company	AECO	Emergency: 8008337476; Customer Service: 8008423780

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

Customer: Borough of West Wildwood

By:  05/06/13

By: 

Name: David G. Mally
Title: Sr. Vice President
Address: 1221 Lamar St. Suite 750
Houston, Texas 77010
Attention: Contracts Administration
Facsimile: (866) 470-4485
Telephone: (212) 885-8400

Name: ~~Carl O'Hala~~ Christopher J. Fox
Title: MAYOR
Date: MAY 6, 2013
Address: PO Box 844-701 West Glenwood Avenue
West Wildwood NJ 08260
Attention:
Facsimile: (609) 729-5616
Telephone: (609) 522-4845
Email Address:

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General Terms and Conditions**1. Definitions.**

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement.

We will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO

Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO on load served by us in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by us by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation

units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory. Beginning on June 1, 2013, several Pennsylvania UDCs (i.e. Met.Ed, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting the Transmission Cost Enhancement Charges on Customer's Delivery Charges. Our contract price(s) for Accounts in the aforementioned UDCs will reflect the cost for any applicable Transmission Cost Enhancement Charges, if any, until May 31, 2013. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting Transmission Cost Enhancement Charges and we again become responsible for collecting them, we will pass those costs through to you.

"Transmission Loss Credits" means your share of amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months immediately preceding our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable

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judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and

• all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. Indemnification obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement,

whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its

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signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Std. Short Form_v.2010_Rev. Oct-27-2012

Environmental Information for the Electricity Product
Electricity supplied from June 1, 2011 through May 31, 2012

Constellation NewEnergy, Inc. - Electricity Service

Electricity can be generated in a number of ways with different impacts on the environment. The standardized environmental information shown below allows you to compare this electricity product with electricity products offered by other electric suppliers.

Energy Source		
Constellation uses PJM default values which represent 2011 and 2012 regional averages.	Coal	45%
	Gas	16%
	Hydroelectric (large)	1%
	Nuclear	35%
	Oil	0%
	Renewable energy:	
	Captured methane gas	0%
	Fuel cells	0%
	Geothermal	0%
	Hydroelectric (small)	0%
	Solar	0%
	Solid waste	1%
	Wind	2%
	Wood or other biomass	0%
Renewable energy sources subtotal	3%	
TOTAL	100%	

Air Emissions													
<p>The emission data given are default values and represent the average amount of air pollution associated with the generation of electricity in the region. This amount is compared to the New Jersey benchmark. The benchmark approximates the average emission rate for all electricity generation in New Jersey.</p>													
<p>CO₂ is a "greenhouse gas" which may contribute to global climate change. SO₂ and NO_x react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthy component of "smog."</p>	<table border="1"> <caption>Air Emissions Comparison to Benchmark</caption> <thead> <tr> <th>Gas</th> <th>Percentage of Benchmark</th> <th>Impact</th> </tr> </thead> <tbody> <tr> <td>CO₂</td> <td>95%</td> <td>Lesser pollution</td> </tr> <tr> <td>NO_x</td> <td>33%</td> <td>Lesser pollution</td> </tr> <tr> <td>SO₂</td> <td>145%</td> <td>Greater pollution</td> </tr> </tbody> </table>	Gas	Percentage of Benchmark	Impact	CO ₂	95%	Lesser pollution	NO _x	33%	Lesser pollution	SO ₂	145%	Greater pollution
Gas	Percentage of Benchmark	Impact											
CO ₂	95%	Lesser pollution											
NO _x	33%	Lesser pollution											
SO ₂	145%	Greater pollution											

Energy Conservation									
<p>Constellation is not investing in energy conservation measures for this electricity product.</p>									
<p>Energy conservation measures means less electricity needs to be generated and pollution is avoided.</p>	<table border="1"> <thead> <tr> <th>Avoided generation</th> <th>Avoided Air Emissions</th> </tr> </thead> <tbody> <tr> <td>0 KWh</td> <td>0 tons CO₂</td> </tr> <tr> <td></td> <td>0 tons NO_x</td> </tr> <tr> <td></td> <td>0 tons SO₂</td> </tr> </tbody> </table>	Avoided generation	Avoided Air Emissions	0 KWh	0 tons CO ₂		0 tons NO _x		0 tons SO ₂
Avoided generation	Avoided Air Emissions								
0 KWh	0 tons CO ₂								
	0 tons NO _x								
	0 tons SO ₂								

See your Terms of Service for further information regarding this label. You may also call Constellation for additional information or a copy of the Terms of Service at (877) 987-9995, option 3.

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ACCOUNT SCHEDULE:**For: Borough of West Wildwood****The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on 5/3/2013**

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
 Please verify that your specific information is **COMPLETE** and **ACCURATE**.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (866) 470-4485.

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
AECO	044462798998	Various Locations, West Wildwood, NJ, 08260	06/26/2013	08/25/2015	\$ 0.052
AECO	099115499990	Neptune Ave Maint Yard Light, West Wildwood, NJ, 08260	06/26/2013	06/25/2015	\$ 0.052

Payments to Certain Third-Parties: You acknowledge and understand that:

- o We are making a payment to Commercial Utility Consultants, Inc. in connection with its efforts to facilitate our entering into this Agreement; and
- o Your price reflects the fee we are paying to Commercial Utility Consultants, Inc.
- o Commercial Utility Consultants, Inc. is acting on your behalf as your representative and is not a representative or agent of ours.

You should direct any questions regarding such fee to Commercial Utility Consultants, Inc..

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

RESOLUTION 2013-054

**A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND
WHICH SHALL BE CONSIDERED A "DEDICATION BY RIDER" TO THE BUDGET OF THE
BOROUGH OF WEST WILDWOOD FOR THE AMERICAN FAMILY FESTIVAL**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for receipt of Donations - Acceptance of Bequests and Gifts, by the municipality to provide for the operating costs to administer this act; and

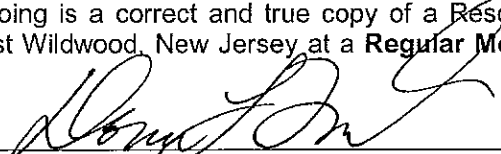
WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Donations - Acceptance of Bequests and Gifts are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of West Wildwood, County of Cape May, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Donations - Acceptance of Bequests and Gifts per N.J.S.A. 40A:5-29.
2. The Clerk of the Borough of West Wildwood, County of Cape May, New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services for review and approval by the Director thereof.
3. All funds received and accepted by the Borough of West Wildwood shall be placed in a specific fund entitled "American Family Festival" and said account shall be considered a "Dedication by Rider" to the budget of the Borough of West Wildwood pursuant to N.J.S.A. 40A:4-39 for the sole purpose above stated.
4. This resolution shall be effective only if adopted by a majority of the full membership of the governing body.
5. The effective date of this resolution shall be the date of its approval by the Division of Local Government Services.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						X
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting 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 **May 3, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-055

**AUTHORIZING THE AWARDING OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL SERVICES OF SPECIAL COUNSEL**

WHEREAS, the Borough of West Wildwood is seeking Professional Services for litigation matters; and

WHEREAS, Mary D'Arcy Bittner, Esq. an attorney of law of the State of New Jersey, having a practice at 15 Lake Vista Drive, P.O.Box 471, South Seaville, NJ 08246, is willing to provide such services; and

WHEREAS, the Board of Commissioners authorize Mary D'Arcy Bittner, Esq. to take appropriate actions she may deem necessary; and

WHEREAS, a General Retainer Agreement for Legal Services along with the terms of the representation shall not exceed \$7,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Commissioner Cornelius J. Maxwell is hereby authorized on behalf of the Borough to sign the General Retainer Agreement; and

BE IT FURTHER RESOLVED, that a Certificate of Availability of Funds from the Acting Chief Financial Officer be attached hereto in the amount of \$7,500.00.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be published by the Municipal Clerk in accordance with the requirements of Law.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox						
Commissioner Scott W. Golden						
Commissioner Cornelius J. Maxwell						

I, **Donna L. Frederick, Acting 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 **May 3, 2013**.



Donna L. Frederick
Acting Municipal Clerk

CERTIFICATION OF AVAILABILITY OF FUNDS

As required by NJSA 40A:4-57, NJAC 5:30-14.5 and any other applicable requirement, I Elaine Crowley, Acting Chief Financial Officer of the Borough of West Wildwood, NJ have ascertained that there are available sufficient uncommitted appropriations to award a contract to:

TO: APPOINTMENT OF MARY D'ARCY BITTNER

FOR: PROFESSIONAL SERVICES FOR LEGAL COUNSEL

IN THE AMOUNT OF: \$7,500.00

Funds for Certification are therefore being made available and certified against the appropriation.

AMOUNT: \$7,500.00

ACCOUNT(S) 3-01-20-155-027

Amount Certified by this Certification: \$7,500.00

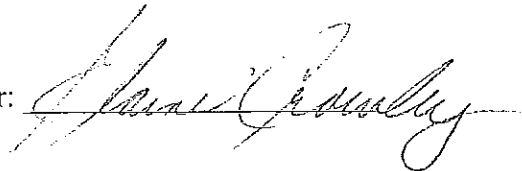
_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: May 3, 2013

Acting Chief Financial Officer:



Resolution # 2013-055



Borough of West Wildwood
Police Department

701 W. Glenwood Ave., West Wildwood, NJ 08260
(609) 522-2396

**ACTIVITY REPORT APRIL
2013**

- 3 Reports of Animal Complaints
- 3 Arrests (One Arrest Made for a Stolen Firearm with the Firearm Being Recovered).
- 4 Reports for Check the Well Being of a Person
- 1 Report of Criminal Attempt
- 1 Report of Downed Wires
- 1 Fire Alarm Call (Turned Over to Fire Company)
- 1 Report of Forgery
- 2 Reports of General Complaints
- 24 Local Ordinance Violations
- 4 Medical Assist
- 63 Motor Vehicle Stops (53 Warnings/10 Summonses)
- 7 Reports to OEM for Flooding/Bad Weather
- 1 Motorist Assist
- 1 Neighborhood Dispute
- 1 Report of Noise/Loud Party
- 2 Opened Doors/Secured
- 8 Parking Complaints
- 169 Property Checks
- 1 Resident Assists
- 7 Reports of Suspicious Activity/Persons
- 2 Reports of Theft
- 9 Reports of Unhitched Trailers

TOTAL CALLS FOR SERVICE 762

Range of Checking Accts: CURRENT to CURRENT Range of Check Ids: 10085 to 10123
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Chk #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
10085	05/03/13	00101 THE HERALD					906
13-00213	1	ADVERTISMENT FOR ORD NO. 520	30.08	3-01-20-120-021 Legal Advertising	Budget		38
13-00213	2	ADVERTISMENT FOR ORD NO. 521	30.08	3-01-20-120-021 Legal Advertising	Budget		39
13-00213	3	ADVERTISMENT FOR CONTRACT FOR	27.15	3-01-20-120-021 Legal Advertising	Budget		40
			<u>87.31</u>				
10086	05/03/13	00207 ACTION SUPPLY INC.					906
13-00202	1	10 YDS CONCRETE SLURRY MIX	700.00	G-02-40-731-000 CMC FISHING PIER AND PARK	Budget		19
13-00202	2	PUMP SETUP TO PUMP SLURRY MIX	750.00	G-02-40-731-000 CMC FISHING PIER AND PARK	Budget		20
13-00202	3	SHIPPING	200.00	G-02-40-731-000 CMC FISHING PIER AND PARK	Budget		21
			<u>1,650.00</u>				
10087	05/03/13	00207 ACA COMPUTERS, INC.					906
13-00240	1	AS PER RESOLUTION 2013-023	2,750.00	3-01-20-140-059 Data Processing Equipment	Budget		91
10088	05/03/13	00308 ADP, INC.					906
13-00220	1	PAYROLL FEE FOR APRIL 2013	179.03	3-01-20-130-028 Payroll Services	Budget		49
10089	05/03/13	019011 ATLANTIC CITY ELECTRIC					906
13-00228	1	MONTHLY ELECTRIC CHARGES FOR	36.77	3-01-31-430-000 Electricity	Budget		66
13-00228	2	MONTHLY ELECTRIC CHARGES FOR	1,857.71	3-01-31-435-000 Street Lighting	Budget		67
13-00228	3	MONTHLY ELECTRIC CHARGES FOR	66.46	3-01-31-430-000 Electricity	Budget		68
13-00228	4	MONTHLY ELECTRIC CHARGES FOR	368.47	3-01-31-430-000 Electricity	Budget		69
13-00228	5	MONTHLY ELECTRIC CHARGES FOR	288.09	3-01-31-430-000 Electricity	Budget		70
13-00228	6	MONTHLY ELECTRIC CHARGES FOR	5.16	3-01-31-430-000 Electricity	Budget		71
13-00228	7	MONTHLY ELECTRIC CHARGES FOR	215.02	3-01-31-430-000 Electricity	Budget		72
			<u>2,817.68</u>				
10090	05/03/13	01903 AT & T					906
13-00238	1	LONG DISTANCE FOR	65.30	3-01-31-440-000 Telephone	Budget		87
13-00238	2	LONG DISTANCE FOR	95.97	3-01-31-440-000 Telephone	Budget		88
			<u>161.27</u>				

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq
		Amount Paid	Charge Account	Account Type
091	05/03/13	01906 ATLANTIC COUNTY MUNICIPAL JIF		906
13-00212	1	2013 2ND QTR ASSESSMENT BILL	17,978.00 3-01-23-215-000	Budget 37
			WORKER COMPENSATION INSURANCE	
10092	05/03/13	05202 CAPE MAY CNTY TREASURERS OFF.		906
13-00203	1	2013 2ND QTR COUNTY TAXES	122,042.15 3-01-55-000-000	Budget 22
			CAPE MAY COUNTY TAX	
13-00203	2	2013 2ND QTR OPEN SPACE TAX	6,365.74 3-01-55-000-002	Budget 23
			CAPE MAY COUNTY OPEN SPACE	
13-00203	3	2013 2ND QTR LIBRARY TAX	18,448.58 3-01-55-000-001	Budget 24
			CAPE MAY COUNTY LIBRARY TAX	
13-00204	1	2013 2ND QTR ANIMAL SHELTER	451.00 3-01-27-340-029	Budget 25
			Contractual Services	
		<u>147,367.47</u>		
10093	05/03/13	05203 C.M.C.M.U.A. WASTER WATER DIV.		906
13-00218	1	1st QTR 2013 USER FEE	79,394.00 3-09-55-502-078	Budget 45
			Contract Services-MUA	
13-00229	1	SOLID WASTE DUMPING FEES FOR	2,623.82 3-01-32-465-000	Budget 73
			SOLID WASTE DISPOSAL	
		<u>82,017.82</u>		
10094	05/03/13	05233 CAPE 47 LUMBER		906
3-00176	1	VARIOUS SUPPLIES	110.24 3-01-26-310-030	Budget 8
			Materials and Supplies	
10095	05/03/13	06518 PUBLIC EMPLOYEES RETIREMENT		906
13-00241	1	PRIOR BALANCE	21.82 3-01-36-471-000	Budget 92
			PUBLIC EMPLOYEE RETIREMENT SYS	
13-00241	2	6% INTEREST ON DELINQUENT	13.64 3-01-36-471-000	Budget 93
			PUBLIC EMPLOYEE RETIREMENT SYS	
		<u>37.46</u>		
10096	05/03/13	06625 COCAST OF WILDCOOD		906
13-00232	1	MONTHLY BILLING	53.98 3-01-25-240-030	Budget 75
			Materials and Supplies	
13-00232	2	MONTHLY BILLING	106.01 3-01-20-100-030	Budget 76
			GEN. ADMIN. MATERIALS & SUPPLIES	
13-00232	3	MONTHLY BILLING	203.23 3-01-20-100-030	Budget 77
			GEN. ADMIN. MATERIALS & SUPPLIES	
13-00232	4	MONTHLY BILLING	97.91 3-01-26-290-030	Budget 78
			Materials and Supplies	
13-00232	5	MONTHLY BILLING	86.09 3-01-26-290-030	Budget 79
			Materials and Supplies	
		<u>564.03</u>		
10097	05/03/13	08201 DELTA DENTAL PLAN OF N.J. INC.		906
13-00210	1	MONTHLY BILLING 5/1/13-5/31/13	673.86 3-01-33-310-001	Budget 35
			EMPLOYEE GROUP INSURANCE	
10098	05/03/13	14702 DONNA L. FREDERICK		906
13-00208	1	REIMBURSEMENT FOR DECORATIONS	41.79 3-01-20-100-030	Budget 31
			GEN. ADMIN. MATERIALS & SUPPLIES	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
098	13-00208	DONNA L. FREDERICK 2 GAS - FOR SCHOOL	30.00	3-01-31-445-000 Natural Gas	Budget		32
		Continued	<u>71.79</u>				
10099	05/03/13 13-00184	18201 H.B. CHRISTMAN & SON, INC. 1 ELEC MOTOR PUMP IMPELLER	90.26	3-01-26-290-034 Fleet Maintenance	Budget		906 10
	13-00244	1 VARIOUS SUPPLIES	118.42	3-01-26-290-034 Fleet Maintenance	Budget		95
			<u>208.68</u>				
10100	05/03/13 13-00214	19602 THE HOME DEPOT #0943 1 TILLER FOR PARKS	528.00	5-02-40-731-000 CMC FISHING PIER AND PARK	Budget		906 41
10101	05/03/13 13-00196	23805 JERRY'S EXCAVATING 1 HAUL FEE FOR 1 DUMPSTER	175.00	3-01-26-310-083 Grounds Maintenance	Budget		906 11
	13-00201	1 HAUL FEES - HURRICANE SANDY	525.00	3-01-26-310-083 Grounds Maintenance	Budget		18
	13-00215	1 HAUL FEE (52 DUMPSTERS)	9,100.00	2-01-26-310-083 Grounds Maintenance	Budget		42
	13-00215	2 EQUIPMENT & LABORER FOR SIX	4,800.00	2-01-26-310-083 Grounds Maintenance	Budget		43
			<u>14,600.00</u>				
10102	05/03/13 13-00198	26001 K MART 9133 1 50" RCA FLAT SCREEN TV	299.99	3-01-26-252-030 Materials and Supplies	Budget		906 13
	13-00198	2 50" RCA FLAT SCREEN TV	200.00	3-01-26-270-063 Recreation Program Equipment	Budget		14
	13-00198	1	6.90	3-01-26-212-030 Materials and Supplies	Budget		15
			<u>496.89</u>				
10103	05/03/13 13-00161	26404 KENNEDY CULVERT & SUPPLIES 1 24X48" C-20-F-Y CANAL GATE	2,996.30	3-01-26-290-061 Road Repairs/Maintenance	Budget		906 4
	13-00161	2 FREIGHT	326.91	3-01-26-290-061 Road Repairs/Maintenance	Budget		5
			<u>3,323.21</u>				
10104	05/03/13 13-00116	29008 LEADER PRINTERS 1 LARGE SEP INKER STAMP	28.00	3-01-26-100-035 GEN. ADMN. OFFICE SUPPLIES	Budget		906 1
	13-00205	1 POLICE ID BADGES - LAMINATED	19.84	3-01-26-240-030 Uniforms	Budget		26
	13-00205	2 COMPOSITION ON ABOVE ITEM	90.00	3-01-26-240-030 Uniforms	Budget		27
	13-00206	1 BUSINESS CARD - CHIEF FERENTZ	93.00	3-01-26-310-030 Materials and Supplies	Budget		28

Check #	Check Date	Vendor	Amount Paid	Change Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
104		LEADER PRINTERS					
		Continued					
13-00206	2	COMPOSITION ON ABOVE ITEM	42.00	3-01-25-240-050	Budget		29
				Materials and Supplies			
			<u>224.84</u>				
10105	05/03/13	30007 LOWE'S # 1861					906
13-00170	1	VARIOUS SUPPLIES	79.27	3-01-26-290-030	Budget		6
				Materials and Supplies			
10106	05/03/13	31220 MAX COMMUNICATIONS, INC.					906
13-00234	1	RECURRING CHARGES FOR APRIL	226.22	3-01-31-440-000	Budget		81
				Telephone			
10107	05/03/13	33298 MUNICIPAL EMERGENCY SERVICES					906
13-00199	1	PRO 14' LEATHER/DEFENDER	870.00	3-01-25-265-030	Budget		16
				Materials and Supplies			
10108	05/03/13	34220 NEXTEL COMMUNICATIONS					906
13-00239	1	POLICE DATA CONNECT CARDS	65.70	3-01-31-440-000	Budget		89
				Telephone			
13-00239	2	POLICE DATA CONNECT CARDS	57.36	3-01-31-440-000	Budget		90
				Telephone			
13-00242	1	CELL PHONE BILL FOR APRIL	252.85	3-01-31-440-000	Budget		94
				Telephone			
			<u>375.91</u>				
10109	05/03/13	39801 PITNEY BOWES					906
13-00233	1	POSTAGE MACHINE RENTAL FEE	429.00	3-01-20-100-025	Budget		80
				GEN. ADMIN. MAINTENANCE (MAIL)			
10110	05/03/13	44601 TIDEFLEX TECHNOLOGIES					906
13-00223	1	21" CHECK MATED TIDE FLEX	4,531.00	3-09-55-502-038	Budget		55
				TOWNSHIP STATE			
13-00223	2	23" CHECK MATED TIDE FLEX	93.00	3-09-55-502-038	Budget		56
				Gen. Hardware & Minor Tools			
13-00223	3	FREIGHT	150.00	3-09-55-502-038	Budget		57
				Gen. Hardware & Minor Tools			
			<u>4,774.00</u>				
10111	05/03/13	45005 REGGINS OIL COMPANY					906
13-00222	1	GAS FOR VARIOUS VEHICLES	2,436.24	3-01-31-460-000	Budget		53
				Gasoline and Diesel			
13-00222	2	PAIDITE FROM PO # 13-00146	188.43	3-01-31-460-000	Budget		54
				Gasoline and Diesel			
			<u>2,624.67</u>				
10112	05/03/13	5619 AUGER ZONE					906
13-00175	1	VARIOUS SUPPLIES	343.28	3-01-26-290-030	Budget		7
				Fleet Maintenance			
10113	05/03/13	46201 RUTGERS, THE STATE UNIVERSITY					906
13-00172	1	MUNICIPAL CLERK CLASS FOR	735.00	3-01-20-100-041	Budget		9
				GEN. ADMIN. EDUCATIONAL TRAINING			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
10114	05/03/13	47203 SEA GEAR MARINE SUPPLY INC					906
13-00197	1	BLADDER FOR THE SLUICE PIPE	263.41	3-09-55-502-038 Gen. Hardware & Minor Tools	Budget		12
10115	05/03/13	48201 SOUTH JERSEY GAS COMPANY					906
13-00221	1	MONTHLY GAS CHARGES	1,700.27	3-01-31-446-000 Natural Gas	Budget		50
13-00221	2	MONTHLY GAS CHARGES	60.85	3-01-31-446-000 Natural Gas	Budget		51
13-00221	3	MONTHLY GAS CHARGES	640.45	3-01-31-446-000 Natural Gas	Budget		52
			<u>2,401.69</u>				
10116	05/03/13	48207 SOUTH JERSEY WELDING SUPPLY CO					906
13-00219	1	ACETYLENE CYL RENT	11.90	3-01-26-290-038 Gen. Hardware-maint. supplies	Budget		46
13-00219	2	ARGON/MIX CYL RENT	17.86	3-01-26-290-038 Gen. Hardware-maint. supplies	Budget		47
13-00219	3	OXYGEN CYL RENT	17.85	3-01-26-290-038 Gen. Hardware-maint. supplies	Budget		48
			<u>47.62</u>				
10117	05/03/13	50203 THIS & THAT UNIFORMS					906
13-00200	1	3 CLASS A SHORT SLEEVE SHIRTS	171.00	3-01-25-240-032 Uniforms	Budget		17
13-00211	1	5/5 SHIRTS FOR G. DECECCO	177.00	3-01-25-240-032 Uniforms	Budget		36
13-00215	1	CLASS II UNIFORMS FOR C. DUNN	440.00	3-01-25-240-032 Uniforms	Budget		44
			<u>788.00</u>				
10118	05/03/13	57602 WEST WILWOOD BD. OF EDUCATION					906
13-00230	1	4TH QTR SCHOOL TAX LEVY	318,297.25	3-01-55-000-006 SCHOOL TAXES	Budget		74
10119	05/03/13	58002 CITY OF WILWOOD WATER UTILITY					906
13-00224	1	WATER SERVICE FOR VARIOUS	21.85	3-09-55-502-029 Contractual Items-Software	Budget		58
13-00224	2	WATER SERVICE FOR VARIOUS	21.85	3-09-55-502-029 Contractual Items-Software	Budget		59
13-00224	3	WATER SERVICE FOR VARIOUS	21.85	3-09-55-502-029 Contractual Items-Software	Budget		60
13-00224	4	WATER SERVICE FOR VARIOUS	47.53	3-09-55-502-029 Contractual Items-Software	Budget		61
13-00224	5	WATER SERVICE FOR VARIOUS	24.85	3-09-55-502-029 Contractual Items-Software	Budget		62
13-00224	6	WATER SERVICE FOR VARIOUS	24.85	3-09-55-502-029 Contractual Items-Software	Budget		63
13-00224	7	HYDRANTS	2,440.00	3-01-25-250-051 WATER MAIN SERVICE	Budget		64
			<u>2,600.73</u>				

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq
		Amount Paid	Charge Account	Account Type
120	05/03/13	65405 W. B. MASON		906
13-00140	1	VARIOUS SUPPLIES FOR P/W	3-01-26-220-030	Budget 2
		117.89	Materials and Supplies	
13-00141	2	VARIOUS SUPPLIES- TAX OFFICE	3-01-20-100-036	Budget 3
		504.90	GEN. ADMN. OFFICE SUPPLIES	
13-00209	1	P-TOUCH TAPES	3-01-20-100-036	Budget 33
		62.00	GEN. ADMIN. OFFICE SUPPLIES	
13-00209	2	LEXMARK BLK TONER CARTRIDGE	3-01-20-100-036	Budget 34
		163.55	GEN. ADMIN. OFFICE SUPPLIES	
13-00225	1	VARIOUS BINDERS FOR CLERKS	3-01-20-100-036	Budget 65
		150.80	Office Supplies	
		<u>1,008.14</u>		
10121	05/03/13	654153 EARTHTECH CONTRACTING INC.		906
13-00207	1	TRASH COLLECTION FOR APRIL	3-01-26-305-029	Budget 30
		4,200.00	Contractual-collection	
10122	05/03/13	65434 CAFIERO AND BULLIETTE		906
13-00235	1	PROFESSIONAL SERVICES RENDERED	3-01-20-100-036	Budget 82
		2,916.66	Professional Services	
13-00235	2	ADDITIONAL LEGAL SERVICES	3-01-20-100-036	Budget 83
		5,890.00	Legal Services	
		<u>8,806.66</u>		
13	05/03/13	65666 VERIZON		906
13-00237	1	MONTHLY PHONE CHARGES	3-01-21-440-000	Budget 84
		261.57	Telephone	
13-00237	2	MONTHLY PHONE CHARGES	3-01-21-440-000	Budget 85
		258.57	Telephone	
13-00237	3	MONTHLY PHONE CHARGES	3-01-21-440-000	Budget 86
		210.77	Telephone	
		<u>810.91</u>		

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks	39	0	625,550.49	0.00
Wire Deposits	0	0	0.00	0.00
Total	39	0	625,550.49	0.00

Fund Description	Fund	Budget Total	Revenue Total
RENT FUND	2-01	13,900.00	0.00
CURRENT FUND	3-01	524,869.30	0.00
UTILITY FUND	3-09	80,072.19	0.00
Year Total:		<u>604,841.49</u>	<u>0.00</u>
GRANT FUND	6-02	6,709.00	0.00
Total of All Funds:		<u><u>625,550.49</u></u>	<u><u>0.00</u></u>

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1227 to 1227
 Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

ck #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
1227	05/02/13	31402 MCMANIMON & SCOTLAND, L.L.C.					905
13-00243	1	PROFESSIONAL SERVICES RENDERED	600.00	C-04-55-911-104	Budget		1
				ORD 2011- REHAB BORO OFFICES			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	600.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>600.00</u>	<u>0.00</u>

Fund Description	Fund	Budget Total	Revenue Total
ITAL FUND	C-04	600.00	0.00
Total of All Funds:		<u>600.00</u>	<u>0.00</u>

Borough of West Wildwood

Small Town Charm on the Back Bay

To: Donna L. Frederick, Acting Municipal Clerk
Christopher J. Fox, Mayor
Cornelius Maxwell, Commissioner
Scott Golden, Commissioner

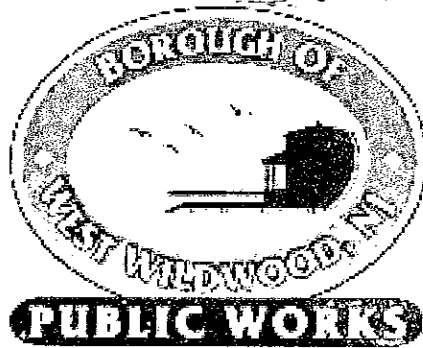
From: Terence Graff, Tax Collector

Date: May 1, 2013

Re: **Statement of Uncollectible Taxes**

In accordance with N.J.S.A. 54:4-91.1, "Collector's list of delinquent taxes believed not collectible", this memo is to inform you we have no taxes that are deemed uncollectible.

cc: Elaine Crowley, Acting CFO



Activity Report APRIL 2013

- 4 Work orders for maintenance of public works vehicles and equipment
- 2 Work orders for repairs to backhoe loader
- 2 Work orders for repairs public works equipment
- 4 Work orders to clean Borough hall and remove trash and recycling
- 2 Work orders to install new flood gates at Arion and E avenues
- 4 Work orders for maintenance public safety vehicles
- 3 Work orders for repairs to public safety vehicles
- 1 Work order to cut lawns at boro hall and boro parks
- 2 Work orders for maintenance of 26th ave. pumping station
- 4 Work orders for maintenance of flood pump south end of Neptune ave
- 1 Work order for maintenance and service to lawn equipment
- 4 Work orders to clean up trash on borough streets
- 4 Work orders to empty doggi station containers at borough parks
- 3 Work orders to pick up televisions placed at curbside

- 1 Work order to clean up dirt on Poplar and Arion Avenues
- 6 Work orders to patch potholes on boro streets
- 8 Work orders for boro inspections of streets and parks
- 3 Work orders for maintenance of flood gates
- 4 Work orders to empty trash and recycling containers boro parks
- 1 Work order for removal of undermined concrete at Taggart park

SPECIAL

MEETING

Borough of West Wildwood

"Small town Charm on the Back Bay"

AGENDA SPECIAL MEETING – MAY 20, 2013 9:00 AM

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. 2012-106 ADOPTED ON DECEMBER 7, 2012. 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:

ORDINANCES: SECOND & FINAL READING:

ORDINANCE NO. 522 (2013) BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$495,000.00 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250.00 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

ORDINANCE: FIRST READING/INTRODUCTION :

ORDINANCE 524 (2013): ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

ORDINANCE 512 (2011): BOND ORDINANCE RE-ADOPTING BOND ORDINANCE 512(2011) PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,040,764 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$988,726 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

Borough of West Wildwood

"Small town Charm on the Back Bay"

RESOLUTIONS:

NUMBERS:

2013-056 – A RESOLUTION SUPPORTING CAPE MAY COUNTY’S APPLICATION TO THE UNITED STATES COAST GUARD FOR OFFICIAL DESIGNATION AS A “COAST GUARD COMMUNITY:

2013-057 - A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR PARKING OFFENSES ADJUDICATION FUND

2013-058 - ADOPTION OF CY2012 AUDIT

2013-059 – ADOPTION OF A CORRECTIVE ACTION PLAN

2013-060 – ADOPTION OF A THIRD EMERGENCY TEMPORARY BUDGET FOR CY 2013

2013-061 – A RESOLUTION FOR THE INTRODUCTION AND APPROVAL OF THE CY2013 BUDGET

2013-062– AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

2013-063 – SELF-EXAMINATION OF BUDGET RESOLUTION

MOTION TO PAY BILLS

REPORTS FROM COMMISSIONERS

Open to the Floor for Public Comment:

ADJOURNMENT

**Donna L. Frederick
Acting Municipal Clerk**

BOROUGH OF WEST WILDWOOD
BOARD OF COMMISSIONERS
SPECIAL MEETING
MAY 20, 2013
9:00AM

MINUTES:

Comm. Maxwell called the meeting to order, lead the Pledge of Allegiance and read OPMA.

ROLL CALL – PRESENT

Commissioner Golden
Commissioner Maxwell
Mayor Fox (delayed 5 minutes)
Solicitor Cafiero
Acting Municipal Clerk Donna L. Frederick
Auditor Kenneth Moore

ORDINANCES:

ORDINANCE 522 (2013):

SECOND READING/PUBLIC HEARING by TITLE: BOND ORDINANCE PROVIDEING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPSROPRIATING THE AGGREGATE AMOUNT OF \$495,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEROF.

Commissioner Maxwell opened to the floor for public comment on Ordinance 522 (2013):

FRANK STONE, 504 W. Magnolia Avenue, asked if the bond was relatively the same, and what about tax increase?

Comm. Maxwell confirmed that the ordinance is relatively the same, and that at this time he can't give an exact amount of any increase in taxes, he is working on it with the auditor.

Auditor Ken Moore, explained that the bond amount is based on the life of the assets, and asked Mr. Stone if he needed further clarification.

Mr. Stone understood.

Hearing no comment, Mayor closed the public hearing portion to the floor

AMC Frederick asked for a motion to pass Ord. 522 (2013) on the Second/Final Reading.

Motion was made by Comm. Maxwell, Seconded by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Motion Carried by not less than 2/3 vote of the Governing Body.

Ordinance Adopted On The Second Reading/Public Hearing

ORDINANCE 524 (2013): FIRST READING/INTRODUCTION:

ORDINANCE 524(2013):

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

Motion to Adopt Ordinance 521 (2013) by not less than 2/3 of the Governing Body on the First Reading/Introduction

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Motion Carried by not less than 2/3 vote of the Governing Body.
Ordinance Adopted On the First Reading/Introduction

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

RESOLUTIONS: Clerk gave a brief detail of each resolution for the public to understand:

RESOLUTIONS:

NUMBERS:

2013-056 – A RESOLUTION SUPPORTING CAPE MAY COUNTY’S APPLICATION TO THE UNITED STATES COAST GUARD FOR OFFICIAL DESIGNATION AS A “COAST GUARD COMMUNITY:

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-057 - A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR PARKING OFFENSES ADJUDICATION FUND

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-058 - ADOPTION OF CY2012 AUDIT

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-059 – ADOPTION OF A CORRECTIVE ACTION PLAN

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-060 – ADOPTION OF A THIRD EMERGENCY TEMPORARY BUDGET FOR CY 2013

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-061 – A RESOLUTION FOR THE INTRODUCTION AND APPROVAL OF THE CY2013 BUDGET

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-062– AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

2013-063 – SELF-EXAMINATION OF BUDGET RESOLUTION

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Resolution Adopted

MAYOR FOX OPENED UP THE MEETING TO THE FLOOR FOR PUBLIC COMMENT

Hearing none Mayor Fox closed the meeting to the floor.

COMMISSIONERS WENT INTO CLOSED (EXECUTIVE) SESSION AS PER RESOLUTION 2013-062

MOTION TO RECONVENE FROM CLOSED SESSION

Motion By: Comm. Maxwell; Seconded by Comm. Golden
Roll Call: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Motion Carried

ORDINANCE 512 (2011) FIRST READING/INTRODUCTION:

ORDINANCE 512 (2011): BOND ORDINANCE RE-ADOPTING BOND ORDINANCE 512(2011) PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,040,764 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$988,726 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

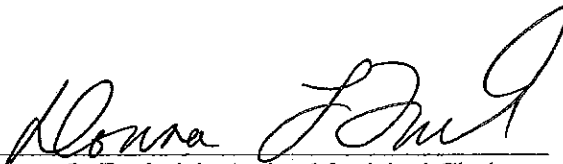
Motion to Adopt Ordinance 512 (2011) by not less than 2/3 of the Governing Body on the First Reading/Introduction

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Motion Carried by not less than 2/3 vote of the Governing Body.
Ordinance Adopted On the First Reading/Introduction

Motion to Adjourn:

Motion was made by Comm. Maxwell, Seconded by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.
Motion Adopted

Respectfully submitted
May 30, 2013




Donna L. Frederick, Acting Municipal Clerk

**THESE MINUTES WERE APPROVED AT THE JUNE 7, 2013, REGULAR
COMMISSION MEETING**



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

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

ORDINANCE NO. 522 (2013)

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL
IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD,
IN THE COUNTY OF CAPE MAY, NEW JERSEY,
APPROPRIATING THE AGGREGATE AMOUNT OF \$495,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF \$470,250
BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF
THE COST THEREOF.**

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

Section 1. The several improvements described in Section 3 of this bond ordinance
are hereby respectively authorized to be undertaken by the Borough of West Wildwood, in the
County of Cape May, New Jersey (the "Borough") as general improvements. For the several
improvements or purposes described in Section 3, there are hereby appropriated the respective
sums of money therein stated as the appropriation made for each improvement or purpose, such
sums amounting in the aggregate to \$495,000, including the aggregate sum of \$24,750 as the
several down payments for the improvements or purposes required by the Local Bond Law. The
down payments have been made available by virtue of provision for down payment or for capital
improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$470,250 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) The acquisition of a police sport utility vehicle, including all related costs and expenditures incidental thereto.	\$52,000	\$49,400	5 years
b) The acquisition of a backhoe loader, a street sweeper and a skid steer, including all related costs and expenditure incidental thereto.	\$341,300	\$324,235	5 years
c) The acquisition of turn-out gear for the fire fighters, including all related costs and expenditures incidental thereto.	\$13,750	\$13,065	5 years
d) The acquisition and/or installation of flood valves, a hydric hose press, and a plasma cutter, including all related costs and expenditures incidental thereto.	\$22,075	\$20,970	15 years

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
e) Repairs to the Fire House, including all work and materials necessary therefor and incidental thereto.	\$13,750	\$13,065	15 years
f) The replacement/upgrade to the refueling station and the acquisition of various equipment in Public Works Department, including all related costs and expenditures incidental thereto.	\$10,400	\$9,880	15 years
g) The acquisition of office equipment for Police Department, including all related costs and expenditures incidental thereto.	\$10,400	\$9,880	5 years
h) The acquisition of computers, technology equipment and software, including all related cost and expenditures incidental thereto.	\$17,275	\$16,410	5 years
i) The acquisition of office furniture for the Borough offices and Borough Hall, including all related costs and expenditures incidental thereto.	\$14,050	\$13,345	5 years
TOTALS	<u>\$495,000</u>	<u>\$470,250</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as

may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the Borough may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 5.93 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$470,250, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$50,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

Section 7. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

COMMISSIONERS:



MAYOR CHRISTOPHER J. FOX



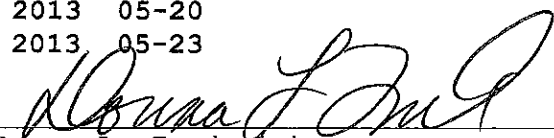
COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the Regular Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 3rd day of May, 2013 and was be considered for final passage after a public hearing at a **Special Meeting** of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on **May 20, 2013 at 9:00am.**

FIRST READING:	2013 05-03
PUBLICATION:	2013 05-09
SECOND READING/FINAL ADOPTION:	2013 05-20
PUBLICATION:	2013 05-23



Donna L. Frederick
Acting Municipal Clerk

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

ORDINANCE NO. 524 (2013)

**CALENDAR YEAR 2013
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cape 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 up to 2.00% unless authorize 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 Governing Body of the Borough of West Wildwood, County of Cape May, New Jersey find it advisable and necessary to increase its CY 2013 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 Governing Body herby determines that a 1.5% increase in the budget for said year, amounting to \$25,729 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Governing Body 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 Governing Body of the Borough of West Wildwood, in the County of Cape May, New Jersey, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2013 budget year, the final appropriations of the Borough of West Wildwood shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$60,033, and that the CY 2013 municipal budget for the Borough of West Wildwood be approved and adopted in accordance with this ordinance; and

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; and,

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; and,

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.

COMMISSIONERS:



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at a Special Meeting of the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey on the 20th day of May, 2013 and will be considered for final passage after a public hearing at the meeting of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on June 7, 2013 at 7:00 pm.

FIRST READING:

2013 05-20

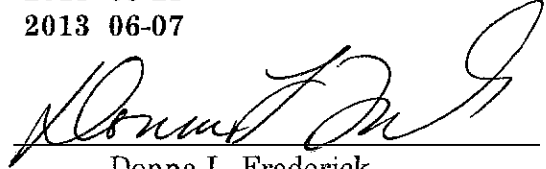
PUBLICATION:

2013 05-23

SECOND READING/FINAL ADOPTION:

2013 06-07

PUBLICATION:



Donna L. Frederick
Acting Municipal Clerk

**BOND ORDINANCE RE-ADOPTING BOND ORDINANCE 512 (2011)
PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE
BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE
MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE
AMOUNT OF \$1,040,764 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$988,726 BONDS OR NOTES OF THE BOROUGH TO
FINANCE PART OF THE COST THEREOF.**

WHEREAS, on October 7, 2011, the Borough of West Wildwood, in the County of Cape May, New Jersey (the "Borough"), introduced on first reading bond ordinance 512 (2011), entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,040,764 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$988,726 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF" (the "Original Bond Ordinance"); and

WHEREAS, on October 14, 2011, the Borough published notice of pending adoption of the Original Bond Ordinance, by title only, in The Press of Atlantic City, an authorized Borough newspaper (the "Original Publication"); and

WHEREAS, Section 17 of the Local Bond Law (N.J.S.A. 40A:2-17(b)) requires all bond ordinances to be published in full or in a prescribed summary "form prescribed by the Local Finance Board"; and

WHEREAS, the Original Publication failed to meet the prescribed summary format set forth in the Local Bond Law and by the Local Finance Board, and as a result, the notice of pending adoption of the Original Bond Ordinance was published improperly; and

WHEREAS, on October 7, 2011, the Borough held a public hearing and finally adopted the Original Bond Ordinance; and

WHEREAS, on November 18, 2011, the Borough filed the supplemental debt statement for the Original Bond Ordinance with the Director of the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "Director"); and

WHEREAS, Section 10 of the Local Bond Law (N.J.S.A. 40A:2-10) requires a supplemental debt statement to be filed in the office of the Director prior to final adoption of a bond ordinance; and

WHEREAS, (i) the failure by the Borough to properly publish the notice of pending bond ordinance and (ii) the failure of the Borough to timely file the supplemental debt statement, each, independently, result in the Original Bond Ordinance not being validly adopted or effective; and

WHEREAS, in calendar years 2011 and 2012, the Borough spent at least \$211,000 on the projects authorized by the Original Bond Ordinance (the "Project Expenditure Amount"), notwithstanding that the Original Bond Ordinance was not properly adopted or effective; and

WHEREAS, as a result, the Local Budget Law (N.J.S.A. 40A:4-1 et seq.) requires that the Project Expenditure Amount either be raised in full in the budget, or appropriated by a bond ordinance; and

WHEREAS, the Borough tax rate will be increased by approximately ten (10) cents (or approximately \$300 on the average assessed value homeowner) if the Project Expenditure Amount is required to be raised in the budget;

WHEREAS, the Borough desires to re-adopt the Original Bond Ordinance, avoid requiring a ten (10) cent increase in the budget, properly authorize the projects authorized by the Original Bond Ordinance and properly appropriate the funds necessary to fund such projects, including the Project Expenditure Amount;

NOW THEREFOR, BE IT ORDAINED BY THE BOROUGH BOARD OF COMMISSIONERS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of West Wildwood, in the County of Cape May, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$1,040,764, including a Federal Emergency Management Agency Hazard Mitigation Grant in the amount of \$292,500 (the "FEMA Grant"), and including the aggregate sum of \$52,038 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, and in anticipation of the FEMA Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$988,726 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond

anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) The reconstruction of Avenue O and other related road construction, including all work and materials necessary therefor and incidental thereto.	\$160,000	\$152,000	10 years
b) The reconstruction of Neptune Avenue and other related road construction, including all work and materials necessary therefor and incidental thereto.	\$390,000 (including the FEMA Grant in the amount of \$292,500)	\$370,500	10 years
c) The rehabilitation of Borough Hall, including but not limited to roof replacement, including all work and materials necessary therefor and incidental thereto.	\$300,000	\$285,000	20 years
d) The rehabilitation of Borough buildings and related projects, including all work and materials necessary therefor and incidental thereto.	\$40,764	\$38,726	10 years
e) Miscellaneous drainage improvements, including all work and materials necessary therefor and incidental thereto.	<u>\$150,000</u>	<u>\$142,500</u>	10 years

<u>Purpose</u>	Appropriation and Estimated <u>Cost</u>	Estimated Maximum Amount of Bonds or <u>Notes</u>	<u>Period of Usefulness</u>
TOTALS	<u>\$1,040,764</u>	<u>\$988,726</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any

inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the Borough may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 12.88 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$988,726, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$208,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

Section 7. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes described in Section 3 hereof, other than the FEMA Grant, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Donna L. Frederick, Acting Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

COMMISSIONERS:

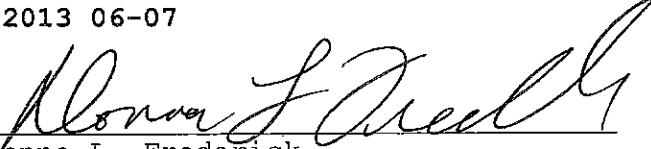

MAYOR CHRISTOPHER J. FOX


COMMISSIONER SCOTT W. GOLDEN


COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the Regular Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 3rd day of May, 2013 and was be considered for final passage after a public hearing at a **Special Meeting** of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on **May 20, 2013 at 9:00am.**

FIRST READING:	2013 05-20
PUBLICATION:	2013 05-25
SECOND READING/FINAL ADOPTION:	2013 06-07
PUBLICATION:	


Donna L. Frederick
Acting Municipal Clerk