

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

RESOLUTION 2013-035

**A RESOLUTION EXPRESSING OPPOSITION TO SENATE BILL NO. S-2114 AND COMPANION
 ASSEMBLY BILL NO. A-3317 WHICH WOULD PROHIBIT MUNICIPAL REGISTRATION OF MULTI-
 FAMILY DWELLINGS**

WHEREAS, since 1967, New Jersey has required the owner of every residential rental property of three or more units to register the property with the Department of Community Affairs; and

WHEREAS, the "Hotel and Multiple Dwelling Law," P.L. 1967, C76 (c.55:13A-1 et seq.), was the first of its kind in the United States and New Jersey continues to be the only state in the Nation with mandatory registration and inspection of rental units. Owners of one-unit and two-unit residential rental properties are required to register properties with the municipality in which they are located. State law also allows municipalities to require owners of all non-owner occupied residential rental units to register their properties locally, although those properties have already been registered with the State; and

WHEREAS, such registration is neither redundant nor at cross-purposes with registration conducted by the State. Municipalities conduct these registrations for a multitude of reasons all centering on the health, safety and welfare of its residents; and

WHEREAS, this option assists municipalities ineffectively regulating the quality of housing in the community and should not be preempted by Trenton.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey hereby opposes Senate Bill No. S-2114 and companion Assembly Bill No. A-3317; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Senator Sean T. Kean, Senator Ronald L. Rice, Senator Samuel D. Thompson, Senator Jennifer Beck, Senator Robert M. Gordon, Senator Raymond J. Lesniak, Senator Loretta Weinberg, Senator Steven V. Oroho, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the New Jersey League of Municipalities and all municipalities in Cape May County.

	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 **April 5, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-036

**A RESOLUTION EXPRESSING OPPOSITION TO
SENATE BILL NO. S-2364 AND COMPANION ASSEMBLY BILL NO. A-3553 WHICH WOULD
ESTABLISH AN EARLY VOTING PROCEDURE**

WHEREAS, Senate Bill S-2364 and Assembly Bill A-3553 purpose to create a system of early voting in the State of New Jersey; and

WHEREAS, the goal of accommodating voters in pursuit of greater participation in the democratic process is a worthy goal, however, in reality, these Bills would increase workloads, add more costs to the election process and ultimately serve to confuse voters more that it would accommodate their needs; and

WHEREAS, these Bills would require for each Primary and General Election a public facility, except a public school. Located in each municipality in an area of a high concentration of population to be open and available to registered voters starting 15 days before an election for early polling, possibly conflicting with, if not pushing out, other important uses for these buildings, causing inconvenience to residents; and

WHEREAS, these Bills require retraining of poll workers and dramatically increased hours, as well as chain of custody requirements to protect the voting process, despite the fact that recruiting and training poll workers is already a difficult process; and

WHEREAS, these Bills would increase costs to municipalities, including overtime pay for workers; and

WHEREAS, although these Bills allow municipalities to request reimbursement for extra costs and provide an appropriation, the appropriation does not outline a specific amount nor dedicated funding, only that which the State Treasurer and the Director of the Division of Budget and Accounting deem necessary and they do not outline the procedure for a municipality whose reimbursement request is denied; and

WHEREAS, the opportunity for "Early Voting" already exists in the State of New Jersey through the Vote by Mail ballot process.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey hereby opposes Senate Bill No. S-2364 and companion Assembly Bill No. A-3553 for the aforementioned reasons; and

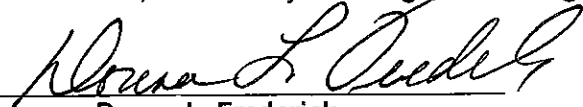
BE IT FURTHER RESOLVED, that the Board of Commissioners of the Borough of West Wildwood does hereby call upon its representatives in the State Legislature to oppose the adoption of these Bills; and

BE IT FURTHER RESOLVED that a copy of this Resolution be immediately forwarded to Governor Chris Christie, Senate President Stephen Sweeney, Senator Nia H. Gill, Esquire, Senator Jim Whelan, sponsors of Senate Bill No. S-2364, Assembly Speaker Sheila Y. Oliver, Assemblyman John S. Wisniewski, Assemblyman Patrick J. Diegnan, Jr., Assemblyman Herb Conaway, Jr., and Assemblyman Craig J. Coughlin, sponsors of Assembly Bill No. A-3553, Senator Jeff Van Drew,

Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the New Jersey League of Municipalities, the Cape May County Board of Elections and all municipalities in Cape May County.

	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 **April 5, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-037

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE BOROUGH OF WEST WILDWOOD AND THE CAPE MAY
COUNTY HEALTH DEPARTMENT**

WHEREAS, the Cape May County Department of Health currently provides and will continue to provide services under the authority of N.J.S.A. 26:1A-15 and 26:3a2-1 ET SEQ. and N.J.A.C.8:52 Public Health Practice Standards of Performance for Local Boards of Health.

WHEREAS, a shared services agreement has been executed by the County of Cape May a Body Politic of the State of New Jersey on March 12, 2013; and

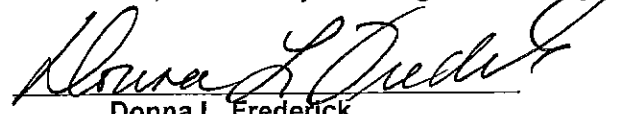
WHEREAS, the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey desire to enter into said shared services agreement.

NOW THEREFORE BE IT RESOLVED, that the Mayor and Clerk be and are hereby authorized to enter into said agreement on behalf of the Borough of West Wildwood.

BE IT FURTHER RESOLVED, that a copy of the signed shared services agreement be attached to this resolution and an original forwarded to the Cape May County Department of Health.

	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 **April 5, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-038

**A RESOLUTION RECOMMENDING AMENDMENTS TO THE
BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012**

WHEREAS, The Biggert-Waters Flood Insurance Reform Act of 2012 will eliminate subsidies to flood insurance plans beginning in January 2013; further, it mandated the update of Flood Insurance Rate Maps (FIRMs) which are used as the foundation for the National Flood Insurance Program (NFIP). New maps, once adopted, will replace the existing FIRM maps, and will provide Base Flood Elevations for properties throughout the coastal region; and

WHEREAS, Hurricane Sandy caused FEMA to release the Advisory Base Flood Elevation Maps (ABFE's) for portions of New Jersey and New York. These maps were adopted by the State of New Jersey through an Executive Order by the Governor, and incorporated into the NJ Flood Hazard Control Program. The maps are significantly different from the existing FIRM maps that they significantly expand flood zones, including the Velocity, or "V" zones. They also provide Base Flood Elevations, to which buildings must be built, rebuilt or raised in order to be consistent with the NFIP. Meeting or exceeding BFE standards will result in reduced Flood Insurance Rates, while non-conformity will result in high premiums; once the ABFE maps have been formally adopted by FEMA as the official Flood Insurance Rate Maps; and

WHEREAS, the expedited release of the ABFE's has caused a great deal of confusion and uncertainty among local officials, property owners, and related real-estate and banking industry professionals. While the maps *do* provide some indication of what future base flood elevations and potential flood insurance rates will be for ABFE mapped properties, they do not provide the level of information necessary for property owners to make informed decisions, given the economic magnitude of the issue at hand. This results in denying much of the public the practical opportunity to take proactive steps to mitigate their future costs or to plan for, in certain cases, largely unavoidable (in certain cases financially ruinous) increases in Flood Insurance Rates and overall ownership costs of homes located within FEMA-designated flood areas; and

WHEREAS, the current implementation plan and timeframe for the Biggert-Waters Act, together with the lack of a coordinated public information effort, have triggered adverse economic consequences of broad and likely epic proportion. The devastating economic ramifications will be felt not only by the State of New Jersey, but all of the other coastal States participating in the National Flood Insurance Program; and

WHEREAS, immediate action must be taken to engage Federal, State and local leaders to develop a coordinated implementation plan. This plan must provide clear directives to provide for the fair and orderly transition into the new Flood Insurance Rates and mapping system.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the appropriate agencies and individuals implement the following recommendations and solutions in an expeditious manner so as to minimize the anticipated negative economic impact of the existing Biggert-Waters legislation:

1. Amend Federal legislation to suspend the four-year subsidy elimination period after the 2013 rate increases.
2. Expedite and complete the technical process required to formally and officially adopt the new FIRM maps.

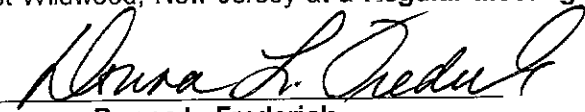
3. Reinstate subsidies at the current rates for pre-FIRM structures and post-FIRM conforming structures, making new rates applicable to new construction or reconstruction only;
OR: reinstate the NFIP's subsidy elimination period beginning January 2015, but phase in the changes over a seven-year period.
4. Provide NFIP policy holders a menu of deductible programs that will enable them to mitigate costs through the option of "self-insuring" for part of the flood risk should they wish.
5. Aggressively communicate to the property owners expected to be impacted by the revised FIRM's and increased NFIP rates the expected impacts of those changes and, if possible, provide a plan of assistance options for bringing noncompliant structures into compliance with new FIRMs and BFE's.

;and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Chris Christie, Lieutenant Governor Kim Guadagno, Senator Robert Menendez, Senator Frank Lautenberg, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the New Jersey State League of Municipalities, the Cape May County Planning Department and all municipalities in Cape May County.

	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 **April 5, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-039

**A RESOLUTION DESIGNATING APRIL AS
NATIONAL DISTRACTED DRIVING PREVENTION MONTH
IN CAPE MAY COUNTY**

WHEREAS, every day thousands of people drive on area roadways, the lives and property of these drivers and area residents are in danger of being seriously altered or destroyed by an instance of distracted driving; and

WHEREAS, texting has become a preferred method of communication for many with recent studies revealing that Americans, on average, send or receive 40 texts per day via cell phones and that individuals between the ages of 18 and 24 text more than 100 times a day with many of these texts sent or received by individuals who are driving a motor vehicle; and

WHEREAS, drivers on cell phones particularly those without hands-free capabilities, are more distracted than impaired drivers at .08 Blood Alcohol Content (University of Utah Study); and

WHEREAS, ~~texting and driving takes a drivers attention away from driving more frequently and for longer periods of time that other distractions (Center for Disease Control); and~~

WHEREAS, the Insurance Institute for Highway Safety has concluded that drivers who use handheld devices while driving are 4 times more likely to be involved in a serious motor vehicle crash; and

WHEREAS, distracted driving has become a significant public health problem with the potential to become an even larger problem than drinking and driving; and

WHEREAS, as responsible community leaders, we must not wait until tragedy strikes to recognize distracted driving as a serious and life threatening practice, we must instead take an active role in encouraging others to make responsible decisions while driving and take appropriate measures to help out and end distracted driving and take appropriate measures to help out and end distracted driving; and

WHEREAS, the New Jersey Division of Highway Traffic Safety, South Jersey Traffic Safety Alliance, four local Sheriff's Offices and local Association of Police Chiefs have joined forces in an effort to raise public awareness of the dangers of distracted driving; and

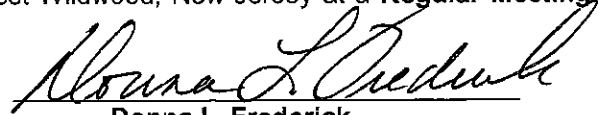
WHEREAS, NJ Motor Vehicle Laws include provisions fines and criminal penalties concerning the use of wireless telephone or electronic communication devices while operating a motor vehicle and the collective belief of local law enforcement that the time is now to enforce these provisions vigorously so as to prevent the serious perils associated with distracted driving; and

WHEREAS, throughout the month of April, all drivers operating motor vehicles in Cape May County shall be on notice that local law enforcement will increase efforts to enforce the motor vehicle laws pertaining to distracted driving.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey that the Borough of West Wildwood joins in with the County of Cape May in designating April 2013 as National Distracted Driving Prevention Month in Cape May County.

	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 **April 5, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-040

**AUTHORIZING AN EXTENSION OF INTER-LOCAL SERVICE AGREEMENT WITH
MIDDLE TOWNSHIP FOR ANIMAL CONTROL SERVICES**

WHEREAS, a shared services agreement between the Borough of West Wildwood and the Township of Middle for Animal Control Services effective January 1, 2013 through March 31, 2013; and

WHEREAS, the governing body would like to extend said agreement for an additional 90 days or until such time as amended by resolution..

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Township of Middle be and is hereby designated as the provider of Animal Control Services for the Borough of West Wildwood, and that the shared services agreement shall be extended for an additional 90 days, with an expiration date of June 29, 2013, or until such time as amended by resolution.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to the Township of Middle Municipal Clerk.

	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 **April 5, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-041

AUTHORIZING A TOWN-WIDE YARD SALE

WHEREAS, the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey deem it in the best interest of its Residents to hold a town-wide yard sale; and

WHEREAS, yard sales are permitted in the Borough for the sale of small personal household items that are typically sold by at individual yard sales after having first obtained a license through the Municipal Clerk's Office; and

WHEREAS, Ordinance No. 422 prescribes the means and methods for the conduct of yard sales within the Borough; and

WHEREAS, the Borough deems it in the best interest of its residents to waive the required five (5) dollar fee for such town-wide sale in order to encourage the most participation in said event.

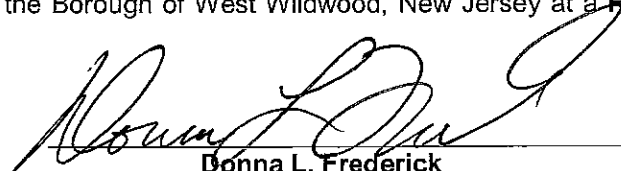
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissions of the Borough of West Wildwood, Cape May County, New Jersey that a town-wide yard sale be permitted on June 08, 2013; and

BE IT FURTHER RESOLVED that, in the event of inclement weather on June 08, the event shall be held on June 09, 2013, and

BE IT FURTHER RESOLVED that the five (5) dollar fee as required in Ordinance No. 422 is hereby waived for these dates.

	Motion	Second	Yes	No	Abstain
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 **April 5, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-042

ADOPTION OF A SECOND TEMPORARY BUDGET FOR CY 2013

WHEREAS, the Borough of West Wildwood adopted a Temporary Budget as authorized under N.J.S.A. 40A:4-19 in accordance with Resolution 2013-003 in order to provide for any contracts, commitments, or payments which are required to be made during the period between the beginning of the Fiscal Year and the formal adoption of the Fiscal Year Budget; and

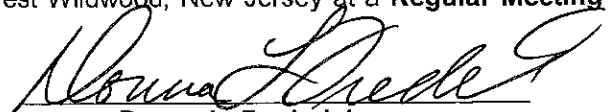
WHEREAS the adoption of the CY2013 Municipal Budget will not occur prior to March 31, 2013 which will necessitate the adoption of a Second Temporary Budget Allocation of 26.25% of the Total Appropriations made for all purposes in the Budget for the preceding Fiscal Year, excluding however, appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance; and

WHEREAS the Acting Chief Financial Officer has prepared the Second Emergency Temporary Budget for 2013 for both the Municipality and Utility as attached hereto.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey that the attachment statements to this Resolution entitled **Second Emergency Temporary Budget for 2013** shall be and is hereby approved in order to meet obligations of any contract, commitment, or payment required to be made between January 01, 2013 and the formal adoption and approval of the **CY2013 Budget** in accordance with, and as permitted by, the New Jersey Statutes.

	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 **April 5, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-043

**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

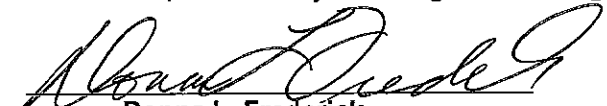
WHEREAS, certain vendors have been awarded State Contracts, through an open and competitive bidding process through the State of New Jersey and hold a valid State Contract which allows the Borough of West Wildwood to purchase from those vendors without going to bid, saving the taxpayers money.

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.) W.B. Mason, furnishings.....contract # A81641
- 2.) Warnock Fleet, vehicles.....contract # A83560

	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 **April 5, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-044

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

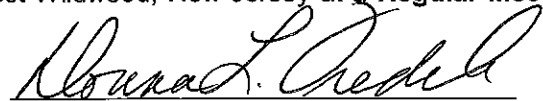
WHEREAS, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for the year 2013.

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 Municipal Court Services in the amount not to exceed \$ 17,500.00; 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 **April 5, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

**SHARED SERVICES AGREEMENT
MUNICIPAL COURT SERVICES**

THIS AGREEMENT, made this 13 day of March, 2013, between the City of Wildwood, Cape May County, a municipal corporation of the State of New Jersey, with principal offices at 4400 New Jersey Avenue, Wildwood, New Jersey and whose mailing address is 4400 New Jersey Avenue, Wildwood, New Jersey 08260 (hereinafter referred to as "Wildwood") and the Borough of West Wildwood, a municipal corporation of the State of New Jersey, with principal offices at 701 W. Glenwood Avenue, West Wildwood, New Jersey and whose mailing address is 701 W. Glenwood Avenue, West Wildwood, New Jersey 08260 (hereinafter referred to as "West Wildwood").

WITNESSETH

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1, et. seq. any local government unit may enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide or receive within its own jurisdiction; and

WHEREAS, West Wildwood has indicated a willingness to enter into a Shared Services Agreement with Wildwood to permit Wildwood to provide all of the usual and ordinary services of a Municipal Court for West Wildwood; and

WHEREAS, Wildwood has express a willingness to enter into a Shared Services Agreement with West Wildwood to provide all of the usual and ordinary services of a Municipal Court for West Wildwood.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein West Wildwood and Wildwood hereby agree as follows:

1. Wildwood hereby agrees to provide at its costs and expense all usual and ordinary judicial and administrative services to West Wildwood including the physical court facilities, the services of the Judge, Prosecutor, Public Defender, Court Administrator and other court staffing and equipment as required by statute and by the Supreme Court of New Jersey, for all matters arising within the jurisdiction of the Municipal Court of West Wildwood. This shall include security requirements of the Administrative Office of the Courts, Municipal Division, and Municipal Court Services.
2. For and in consideration of services aforesaid, West Wildwood shall pay to Wildwood the sum of \$17,500.00 ("the annual payment"). The payments shall be made in equal quarterly payments on the first day of the second month of each quarter.
3. West Wildwood shall retain all revenue West Wildwood receives from West Wildwood Municipal Court matters including but not limited to the assessment of fines, costs and other fees. The parties understand and agree that such revenue may be collected by Wildwood but must be disbursed in accordance with State law such that Wildwood may be required to forward same directly to West Wildwood.

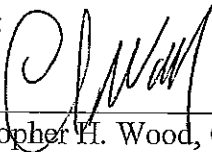
4. West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of Wildwood as the Judge of the Municipal Court of West Wildwood. In the event the Judge of the Municipal Court of West Wildwood must be reappointed during the term of this Agreement, West Wildwood agrees to appoint the then current Municipal Court of Judge of Wildwood as the Municipal Court Judge of West Wildwood. In addition, West Wildwood agrees to appoint the same Court Administrator, Prosecutor, Public Defender and other court personnel as currently serving and who in the future shall serve for Wildwood and, during the term of this Agreement, shall reappoint, as necessary, all such personnel appointed by Wildwood.
5. The parties agree that Wildwood shall have sole and exclusive authority over all matters with respect to the municipal court services provided under this Agreement, including but not limited to physical facilities, personnel, administrative services, and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of Wildwood exclusively. Wildwood shall make all appointments to said positions in its sole discretion. Wildwood shall save and hold harmless West Wildwood for any and all claims directly or indirectly related to the employment of any personnel providing services in accordance with this Agreement.
6. Wildwood shall keep and maintain Errors and Omissions insurance coverage on any and all staff providing services in accordance with this Agreement naming West Wildwood as an additional insured. Wildwood shall keep and maintain a policy of insurance on the facilities naming West Wildwood as an additional insured. Further, Wildwood shall keep and maintain any and all bonding requirements for revenue which may be collected by Wildwood on behalf of West Wildwood in an amount agreeable by and between the parties.
7. This Agreement is subject to the review and approval of the Civil Service Commission with respect to the employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. If necessary, this employment reconciliation plan shall be provided by West Wildwood to the Civil Service Commission and shall outline the matters required pursuant to said statute with respect to West Wildwood employees. With respect to Wildwood employees, there are no anticipated changes after this Agreement which would impact Wildwood employees. Wildwood has not agreed to hire or receive any employees of West Wildwood. West Wildwood agrees it has the sole and exclusive responsibility for all employment and personnel obligations in any manner associated with current West Wildwood court employees, personnel and appointments. West Wildwood agrees to indemnify and hold Wildwood harmless from and against any and all claims, causes of action, suits, administrative proceedings, liability, damages, losses, costs, including reasonable attorney fees, and other obligations arising directly or indirectly from, or in any manner associated with, current West Wildwood employees, personnel and appointments.
8. This Agreement is also contingent upon the Assignment Judge of the Superior Court of New Jersey, Vicinage I, approving this arrangement.
9. This Agreement commences January 1, 2013 and shall continue for a period of one (1) year ending on December 31, 2013. On or before January 31, 2014, representatives from

each municipality shall meet to discuss the possible renewal and modification of this agreement. In the event the commencement date of this Agreement is delayed due to a delay in obtaining the approvals set forth in paragraphs 6 and 7 above, the parties agree that the commencement date shall be the date the last such approval is obtained either party may cancel this Agreement upon sixty (60) days' notice for any reason. Notwithstanding anything herein to the contrary, the term of this Agreement shall remain in full force and effect for so long and until the Administrative Office of the Courts for the State of New Jersey governing this vicinage approved the termination of this Shared Services Agreement.

10. The identity of the individual courts of the Borough of West Wildwood and Wildwood Shall continue to be expressed as may be required under New Jersey law. The courtroom and sessions of West Wildwood Municipal Court shall be held in Wildwood City Hall. Sessions for West Wildwood Municipal Court may be combined with sessions of Wildwood Municipal Court and shall be held at such times as shall be fixed by Wildwood Municipal Court Judge.

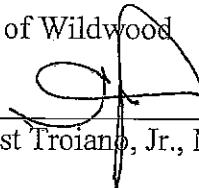
IN WITNESS WHEREOF, the parties have set their hands and seals below.

Attest:



Christopher H. Wood, City Clerk

City of Wildwood

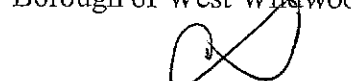


Ernest Troiano, Jr., Mayor



Donna L. Frederick, Borough Clerk
ACTING MUNICIPAL CLERK

Borough of West Wildwood



Christopher J. Fox, Mayor

CITY OF WILDWOOD
Cape May County, New Jersey

ORDINANCE NO. 961-13

AN ORDINANCE ESTABLISHING A SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD
AND CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40:8A:1 ET SEQ. KNOWN AS THE UNIFORM SHARED SERVICES
ACT AND CONSOLIDATION ACT RE: MUNICIPAL COURT 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 deemed it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for the year 2013.

NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Wildwood County of Cape May and State of New Jersey, the Governing Body thereof, that they hereby authorize and direct the Mayor and City Clerk to execute an Inter-local Services Agreement with the Borough of West Wildwood for Municipal Court Services in the annual amount of \$17,500.00; and


BE IT FURTHER ORDAINED, 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 hereto and made a part hereof.

BE IT FURTHER ORDAINED, this Ordinance shall become effective immediately upon final passage and publication, according to law.



Peter Byron, Commissioner


Anthony Leonetti, Commissioner


Ernest Troiano, Jr., Mayor

Attest: 
Christopher H. Wood, City Clerk
or
Karen M. Gose, Deputy City Clerk

The above ordinance was introduced and passed first reading on March 13, 2013.
Second Reading/Public Hearing on the above ordinance was held on March 27, 2013.
The above ordinance passed second reading on March 27, 2013.



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

RESOLUTION 2013-045

**APPOINTMENT OF MUNICIPAL REGISTRAR, DEPUTY REGISTRAR
AND TWO ALTERNATE REGISTRARS**

WHEREAS, as per Resolution No. 2012-061, Elaine Crowley is currently appointed as Municipal Registrar for the Borough of West Wildwood, three year appointment effective August 1, 2012; and

WHEREAS, Donna L. Frederick, who is the Acting Municipal Clerk has completed the necessary courses and received Certificate Number 3680 as having met the requirements of a Certified Municipal Registrar; and

WHEREAS, under the statutes of the State of New Jersey a Municipality with a population of less than 5,000 the Municipal Clerk shall be designated as Registrar; and

WHEREAS, the Board of Commissioners of the Borough of West Wildwood, deem it in the best interest of the Borough to make a change in appointments; and

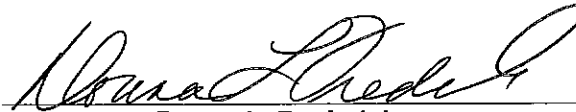
WHEREAS, it is further recommended to appoint two Alternate Registrars as setforth below.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the following appointments be and are hereby made:

<u>NAME</u>	<u>TITLE</u>	<u>Certification Number</u>	<u>TERM- EXPIRES</u>
Donna L. Frederick	Municipal Registrar	#3680 (concurrent w/ clerk term)	Ending Sept. 7, 2013
Elaine Crowley	Deputy Registrar	#3590	3 Year – Ending April 5, 2016
Ruth Sweeney	Alternate Registrar	#3683	3 Year – Ending April 5, 2016
Louise Pellegrino	Alternate Registrar (previously deputy)		3 Year – Ending December 5, 2016

	Motion	Second	Yes	No	Abstain
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 **April 5, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

New Jersey Department of Health
Office of Vital Statistics and Registry
CMR#3680

This Certification is awarded to

Donna Frederick

For successfully completing the mandatory requirements for

Certified Municipal Registrar

Initial CMR Date: March 1, 2013

Issuance Date: March 1, 2013

Expiration Date: February 28, 2016

Vincent T. Artisi

Vincent T. Artisi
State Registrar

1 1 1

NY Department of Health and Senior Services

CMR# 3590

Office of Vital Statistics and Registry

This Certification is awarded to

Elaine Crowley

For successfully completing the mandatory requirements for

Certified Municipal Registrar

Initial CMR Date: June 11, 2012

Issuance Date: June 11, 2012

Expiration Date: June 10, 2015

Vincent Arrisi

State Registrar of Vital Statistics

State Registrar

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

RESOLUTION 2013-046

**AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF
THE BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12(b), it is permissible by resolution for the Governing Body to enter into a Closed (Executive) Session in order to discuss matters falling within one or more of the permitted nine exemptions; and

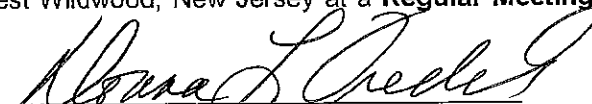
WHEREAS, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

WHEREAS, the minutes of this meeting shall remain confidential until after such time as Legal Counsel determines that the need of confidentiality no longer exists and provided that the matter(s) discussed can be legally disclosed.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, Cape May County, New Jersey that a Closed (Executive) Session of the Governing Body shall be convened to discuss the aforementioned matters.

	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 **April 5, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-047

**AUTHORIZING THE APPLICATION OF A GRANT WITH THE
USDA NOT TO EXCEED \$37,500.00**

WHEREAS, the USDA Rural Development has certain grants available to government agencies; and

WHEREAS, the Borough of West Wildwood Police Department desires to make an application to the USDA for the purchase of a SUV; and

WHEREAS, the Board of Commissioners deem it in the best interest of the Borough to submit said application on behalf of the Police Department; and

WHEREAS, the Borough of West Wildwood acknowledges it must have 25% of the grant sum total (\$ 9,375.00), and the Borough CFO has certified that the funds are available.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, New Jersey that the Mayor and Chief of Police are hereby authorized to file the necessary application forms to the USDA.

BE IT FURTHER RESOLVED, that a copy of this Resolution be attached to said application.

	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 **Workshop Meeting** held on **April 29, 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:

FOR: USDA RURAL DEVELOPMENT GRANT

IN THE AMOUNT OF: \$9,375.00

Funds for Certification are therefore being made available and certified against the appropriation and/or Ordinance entitled:

AMOUNT: \$9,375.00

ACCOUNT(S) 3-01-25-240-051

Amount Certified by this Certification: \$9,375.00

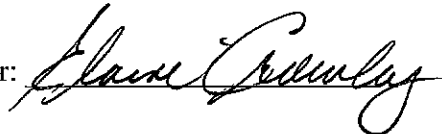
_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: April 29, 2013

Acting Chief Financial Officer:



Resolution # 2013-047

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

RESOLUTION 2013-048

**AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF
THE BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12(b), it is permissible by resolution for the Governing Body to enter into a Closed (Executive) Session in order to discuss matters falling within one or more of the permitted nine exemptions; and

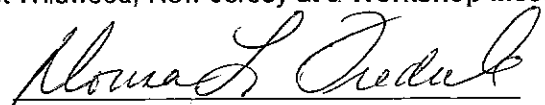
WHEREAS, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

WHEREAS, the minutes of this meeting shall remain confidential until after such time as Legal Counsel determines that the need of confidentiality no longer exists and provided that the matter(s) discussed can be legally disclosed.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, Cape May County, New Jersey that a Closed (Executive) Session of the Governing Body shall be convened to discuss the aforementioned matters.

	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 **Workshop Meeting** held on **April 29, 2013**.



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

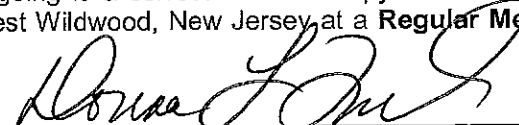
WHEREAS, certain vendors have been awarded State Contracts, through an open and competitive bidding process through the State of New Jersey and hold a valid State Contract which allows the Borough of West Wildwood to purchase from those vendors without going to bid, saving the taxpayers money.

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;

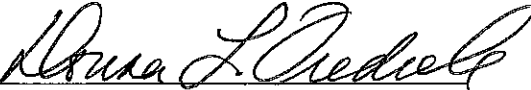
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, as follows:


- 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

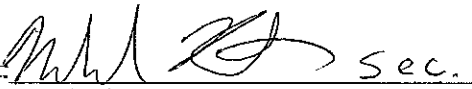
any pollution of the leased premises by reason of any action or inaction of the WWVFC, or its agents.

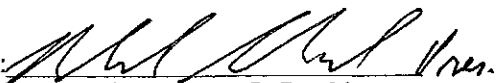
- k. **AMENDMENTS:** this Agreement can only be amended, in writing, signed by the parties to this Agreement and with respect to the Borough, in accordance with the manner established by law. No verbal amendment or informal amendment shall be binding or effective.
- l. **ASSIGNMENT:** this Agreement 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: 
 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".

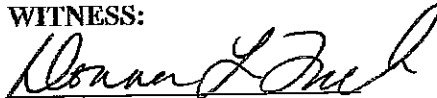
NOW THEREFORE, IT IS HEREBY AGREED between the parties hereto that the Separation Agreement and General Release dated August 13, 2010 shall be modified as follows:

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.

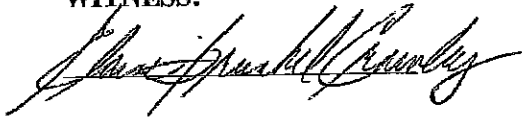
WITNESS:

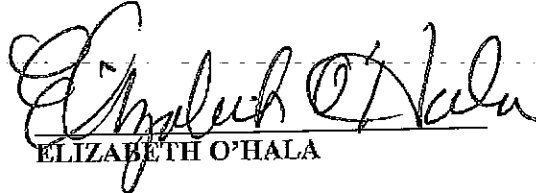

Donna L. Frederick, Acting Municipal Clerk

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. 40:8A-1 ET SEQ. KNOWN AS THE INTERLOCAL SERVICES ACT.**

THIS AGREEMENT dated this 12th 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. 40:8A-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. 40:8A-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 hereunto 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, Jr., Mayor

ATTEST:


Donna L. Frederick, Borough Clerk
(Active)

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
Service Start Month

24
Term Length Months

\$.07961/SUT Included
Price (cents / kWh)

98,500
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

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		
LDC & Account Number [PSEG: POD ID Number; JCPL: Customer Number; ACE: Account Number]		
Glenwood & Neptune Ave		
Service address		
West Wildwood	NJ	08260
City	State	Zip
701 West Glenwood Ave.		
Mailing address		
West Wildwood	NJ	08260
City	State	Zip

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

FOR INTERNAL USE ONLY

("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: 8006423780

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FOR INTERNAL USE ONLY

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

Name: ~~Carl Ottala~~ Christopher J. Fox
Title: MAYOR

Address: 1221 Lamar St. Suite 750
Houston, Texas 77010

Date: MAY 6, 2013
Address: PO Box 644-701 West Glenwood Avenue
West Wildwood NJ 08260

Attention: Contracts Administration
Facsimile: (866) 470-4485
Telephone: (212) 885-6400

Attention:
Facsimile: (609) 729-5616
Telephone: (609) 522-4845
Email Address:

FOR INTERNAL USE ONLY

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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Reference Number: 1-2231740336 | Account Representative: 032891 | FORM: Siebel - 1-2231740336 | Page - 6 - of 8 | Printed: 5/3/2013 | 006348
©2013 Constellation Energy Resources, LLC. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation. Errors and omissions excepted. 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>	<table border="1"> <caption>Air Emissions Comparison to NJ Benchmark</caption> <thead> <tr> <th>Pollutant</th> <th>Percentage of Benchmark</th> <th>Impact</th> </tr> </thead> <tbody> <tr> <td>CO₂</td> <td>95%</td> <td>less air pollution</td> </tr> <tr> <td>NO_x</td> <td>35%</td> <td>less air pollution</td> </tr> <tr> <td>SO₂</td> <td>145%</td> <td>greater air pollution</td> </tr> </tbody> </table>	Pollutant	Percentage of Benchmark	Impact	CO ₂	95%	less air pollution	NO _x	35%	less air pollution	SO ₂	145%	greater air pollution
Pollutant	Percentage of Benchmark	Impact											
CO ₂	95%	less air pollution											
NO _x	35%	less air pollution											
SO ₂	145%	greater air pollution											
<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>													

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 (771) 997-3995, option 4.

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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	044462799998	Various Locations, West Wildwood, NJ, 08260	06/26/2013	06/25/2015	\$ 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..

FOR INTERNAL USE ONLY

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

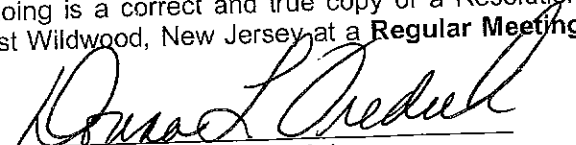
WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Donations - Acceptance of Bequests and Gifts are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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						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

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

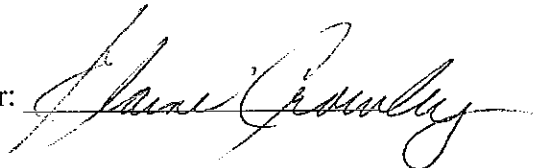
Amount Certified by this Certification: \$7,500.00

_____ 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
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION 2013-056

**A RESOLUTION SUPPORTING CAPE MAY COUNTY'S APPLICATION TO THE
UNITED STATES COAST GUARD FOR OFFICIAL
DESIGNATION AS A "COAST GUARD COMMUNITY"**

WHEREAS, Cape May County residents and businesses have a longstanding history of recognizing and supporting their Coast Guard neighbors, and wish to formalize their continuing commitment to these men, women and children and make known to the public their commitment by attaining the designation of "Coast Guard Community; and

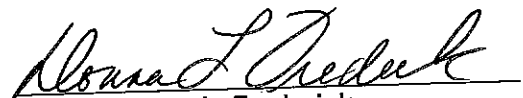
WHEREAS, the Borough of West Wildwood joins with the County of Cape May in this initiative.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey support Cape May County's Application to the United States Coast Guard for official designation as a "Coast Guard Community."

AND BE IT FURTHER RESOLVED, that an official certified copy of this Resolution be forwarded to Freeholder Morey of the Cape May County Board of Chosen Freeholders.

	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 **Special Meeting** held on **May 20, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 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**

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, NJS 39:4-139.0 provides for receipt of Parking Offenses Adjudication fines collected 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 Parking Offenses Adjudication Act 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 Parking Offenses Adjudication Act, per NJS 39:4-190.0.
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 "Parking Offenses Adjudication Fund" 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 **Special Meeting** held on **May 20, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-058

ADOPTION OF CY2012 AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every Local Unit to have made an annual audit of its books, accounts, and financial transactions; and

WHEREAS, the Annual Report of Audit for the Year 2012 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6 and a copy has been received by each Member of the Governing Body; and

WHEREAS, R.S.52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the Governing Body of each Municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all Members of the Governing Body have reviewed, as a minimum, the sections of the 2012 Annual Audit entitled "Findings and Recommendations"; and

WHEREAS, the Members of the Governing Body have personally reviewed as a minimum the 2012 Annual Report of Audit and, specifically, the sections of the Annual Audit entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidence by the Group Affidavit Form of the Governing Body, attached hereto; and

WHEREAS, such resolution or certification shall be adopted by the Governing Body no later than forty-five (45) days after receipt of the Annual Audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all Members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the Affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the Members of the Governing Body to the penalty provisions of R.S. 52:27BB-52, to wit

R.S. 52:27BB-52- A Local Officer or Member of a Local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director of Local Government Services, under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her Office.

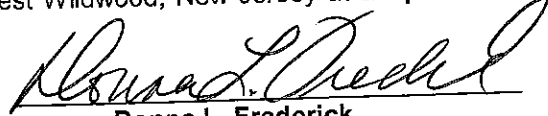
WHEREAS, the Municipal Finance Officer has reviewed the findings of said Audit and has set forth a description of the accounting records to be established and identified in the manner of a Corrective Action Plan, attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of West Wildwood hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this Resolution and the required Affidavit to said Board to show evidence of said compliance.

	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 **Special Meeting**
held on **May 20, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

**RESOLUTION 2013-059
ADOPTION OF A CORRECTIVE ACTION PLAN**

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every Local Unit to have made an annual audit of its books, accounts, and financial transactions; and

WHEREAS, the Annual Report of Audit for the Year 2012 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6 and a copy has been received by each Member of the Governing Body; and

WHEREAS, the Acting Municipal Finance Officer has reviewed the findings of said Audit and has set forth a description of the accounting records to be established and identified in the manner of a Corrective Action Plan, attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Commissioners of the Borough of West Wildwood, County of Cape May County hereby approves the recommendation of the Acting Chief Financial Officer and the attached Corrective Action Plan; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution along with the Corrective Action Plan be forwarded to the N.J. Department of Community Affairs.

	Motion	Second	Yes	No	Abstain
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 the Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Special Meeting** held on **May 20, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

REPORT OF AUDIT 2012
CORRECTIVE ACTION PLAN

Finding # 2012-1 – The Borough does not have an accurate listing of fixed assets that have been purchased.

Action Taken – Fixed assets are being updated to reflect all new purchases.

Implementation Date – May 2013

Finding # 2012-2 – The Trust Reserve accounts were not in agreement with the cash activity as of December 31, 2012.

Action Taken – Procedures have been put place to ensure that the Trust Reserves agree with the cash activity.

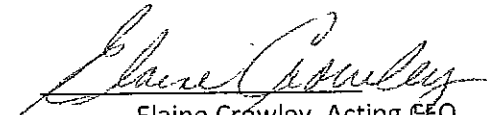
Implementation Date - May 2013

Finding # 2012-3 – Several old grant balances have been maintained by the Borough for several years.

Action Taken – All old grant balances will be reviewed and analyzed to determine if they should be cancelled.

Implementation Date – May 2013

Date: 5/14/2013


Elaine Crowley, Acting CFO

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

RESOLUTION 2013-060

ADOPTION OF A THIRD EMERGENCY TEMPORARY BUDGET FOR CY 2013

WHEREAS, the Borough of West Wildwood adopted a Temporary Budget as authorized under N.J.S.A. 40A:4-19 in accordance with Resolution 2013-003 in order to provide for any contracts, commitments, or payments which are required to be made during the period between the beginning of the Fiscal Year and the formal adoption of the Fiscal Year Budget; and

WHEREAS the adoption of the CY2013 Municipal Budget will not occur prior to March 31, 2013 which will necessitate the adoption of a Third Emergency Temporary Budget Allocation of 26.25% of the Total Appropriations made for all purposes in the Budget for the preceding Fiscal Year, excluding however, appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance; and

WHEREAS the Acting Chief Financial Officer has prepared the Third Emergency Temporary Budget for 2013 for both the Municipality and Utility as attached hereto.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey that the attachment statements to this Resolution entitled **Third Emergency Temporary Budget for 2013** shall be and is hereby approved in order to meet obligations of any contract, commitment, or payment required to be made between January 01, 2013 and the formal adoption and approval of the **CY2013 Budget** in accordance with, and as permitted by, the New Jersey Statutes.

	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 **Special Meeting** held on **May 20, 2013**.


Donna L. Frederick
Acting Municipal Clerk

**3rd Temporary Emergency Budget for 2013
West Wildwood Borough**

	2013
Auditor	\$10,000.00
Data Processing OE	\$15,000.00
Liability Insurance	\$20,000.00
Employee Group Insurance	\$10,000.00
Police SW	\$60,000.00
Police OE	\$25,000.00
Fire Department OE	\$3,000.00
Municipal Prosecutor SW	\$500.00
Public Works SW	\$30,000.00
Telephone	\$5,775.00
Public Defender SW	\$200.00
	<hr/>
Total	<u>\$179,475.00</u>

Utility Budget for 2013

	2013
<u>Sewer</u>	
Sewer O/E	\$86,000.00
	<hr/>
Total	\$86,000.00

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

RESOLUTION 2012-061

**AUTHORIZING THE INTRODUCTION AND PUBLIC HEARING
 OF THE CY2013 BOROUGH OF WEST WILDWOOD
 MUNICIPAL BUDGET**

WHEREAS, the Borough of West Wildwood CY2013 Budget has been prepared and is now filed with the Municipal Clerk for Public Inspection in preparation of the required Public Hearing.

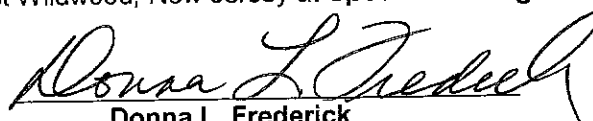
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of West Wildwood that the CY2013 Municipal Budget for the Borough of West Wildwood, Cape May County is hereby approved for introduction; and

BE IT FURTHER RESOLVED that said Budget shall be published by the Municipal Clerk in the May 24, 2013 Edition of the Atlantic City Press; and

BE IT FURTHER RESOLVED that a Public Hearing on said Budget will be held in the West Wildwood Borough Hall, 701 W. Glenwood Avenue, West Wildwood on Friday, June 17, 2013 at 7:00 P.M., prevailing time at which time and place any comments on or objections to said CY2013 Municipal Budget may be presented by taxpayers or other interested persons.

	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 **Special Meeting** held on **May 20, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-062

**AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF
THE BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12(b), it is permissible by resolution for the Governing Body to enter into a Closed (Executive) Session in order to discuss matters falling within one or more of the permitted nine exemptions; and

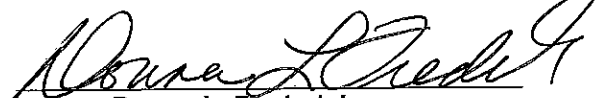
WHEREAS, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

WHEREAS, the minutes of this meeting shall remain confidential until after such time as Legal Counsel determines that the need of confidentiality no longer exists and provided that the matter(s) discussed can be legally disclosed.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, Cape May County, New Jersey that a Closed (Executive) Session of the Governing Body shall be convened to discuss the aforementioned matters.

	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 **Special Meeting** held on **May 20, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-068

SELF-EXAMINATION OF BUDGET RESOLUTION

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5 the Borough of West Wildwood has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2013 budget year.

NOW, THEREFORE BE IT RESOLVED by the governing body of the Borough of West Wildwood that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

- 1.) That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
- 2.) That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
- 3.) That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
- 4.) That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
- 5.) The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
- 6.) That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

	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 **Special Meeting** held on **May 20, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-064

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD
PERTAINING TO LOAN OF SURPLUS MOTOR VEHICLES**

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et. seq.*, authorized municipalities to enter into agreements for the exchange of Interlocal Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*, authorizes municipalities to enter into an agreement for the exchange of services; and

WHEREAS, the United States makes available to state, county and local government agencies, through the General Service Administration, federal surplus property; and

WHEREAS, the City of Wildwood obtained such federal surplus property consisting of the motor vehicle that are scheduled on and described in Exhibit "B"; and

WHEREAS, the motor vehicle that is scheduled in Exhibit "B" is to be used by the Borough of West Wildwood Police Department; and

WHEREAS, the regulations governing the federal surplus property program require that the vehicle scheduled in Exhibit "B" be placed into service for their intended use within one year of acquisition by the state, county or local government agency; and

WHEREAS, the regulations governing the federal surplus property program also provide that, for a period of eighteen months after the acquired property is placed into service, the City of Wildwood is restricted from transferring title to the property, and, if during those eighteen months, the acquired property ceased to be used for its intended purpose, title to the property reverts to the State of New Jersey; and

WHEREAS, the City of Wildwood does not presently have a need for the vehicle scheduled in Exhibit "B", but the Borough of West Wildwood does have a need for said vehicle; and

WHEREAS, the City of Wildwood is not restricted from loaning the vehicle scheduled in Exhibit "B" to 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, as follows:

- 1.) All of the statements of the preamble are repeated and incorporated herein by this reference thereto as though the same were set forth at length.
- 2.) The Mayor and Acting Municipal Clerk are authorized to execute, on behalf of the Borough of West Wildwood, a Shared Services Agreement for the loan of the surplus vehicle in the form annexed as Exhibit "B".
- 3.) This Resolution shall be contingent upon the adoption of a similar resolution by the governing body of the City of Wildwood.

	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 **Workshop/Special Meeting** held on **June 3, 2013**.



Donna L. Frederick
Acting Municipal Clerk

RESOLUTION

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF WILDWOOD AND THE BOROUGH OF WEST WILDWOOD
PERTAINING TO LOAN OF SURPLUS MOTOR VEHICLES.**

WHEREAS, the Inter-local Services Act, N.J.S.A. 40:8A-1, et seq., authorized municipalities to enter into agreements for the exchange of Inter-local Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorized municipalities to enter into an agreement for the exchange of services; and

WHEREAS, the united States makes available to state, county and local government agencies, through the General Service Administration, federal surplus property; and

WHEREAS, the City of Wildwood obtained such federal surplus property consisting of the motor vehicles that are scheduled on and described in Exhibits "A" and "B"; and

WHEREAS, the motor vehicles that are scheduled in Exhibits "A" and "B" are to be used by the Borough of West Wildwood Public Works Department and/or the Borough of West Wildwood Office of Emergency Management; and

WHEREAS, the regulations governing the federal surplus property program require that the vehicles scheduled in Exhibits "A" and "B" be placed into service for their intended use within one year of acquisition by the state, county or local government agency; and



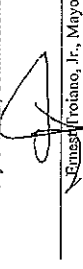
WHEREAS, the regulations governing the federal surplus property program also provide that, for a period of eighteen months after the acquired property is placed into service, the City of Wildwood is restricted from transferring title to the property, and, if during those eighteen months, the acquired property ceased to be used for its intended purpose, title to the property reverts to the State of New Jersey; and

WHEREAS, the City of Wildwood does not presently have a need for the vehicles scheduled in Exhibits "A" and "B", but the Borough of West Wildwood does have a need for said vehicles; and

WHEREAS, the City of Wildwood is not restricted from loaning the vehicles scheduled in Exhibits "A" and "B" to the Borough of West Wildwood.

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

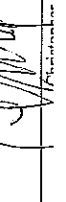
1. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as though the same were set forth at length.
2. The Mayor and City Clerk are authorized to execute, on behalf of the City of Wildwood, a Shared Services Agreement for the loan of the surplus vehicles in the form annexed as Exhibit "A" and "B".
3. This Resolution shall be contingent upon the adoption of a similar resolution by the governing body of the Borough of West Wildwood.


Peter Byron, Commissioner

Anthony Leonelli, Commissioner

Ernest Troiano, Jr., Mayor

Resolution No. 186-5-13

Offered by: Leonelli Seconded by: Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 22nd day of May, 2013 and in witness whereof I have hereunto set my hand and official seal on this date written.


Christopher H. Wood, City Clerk

SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD
PERTAINING TO LOAN OF SURPLUS MOTOR VEHICLES

THIS AGREEMENT ("Agreement") made this 22 day of NOV, 2013 is made between the Borough of West Wildwood ("West Wildwood") a New Jersey municipality, having municipal offices at 701 W. Glenwood Avenue, West Wildwood, New Jersey 08260, and the City of Wildwood ("Wildwood") a New Jersey municipality, having offices at 4400 New Jersey Avenue, Wildwood, New Jersey, 08260.

WITNESSTH:

WHEREAS, the Inter-local Services Act, N.J.S.A. 40:8A-1, et seq., authorized municipalities to enter into agreements for the exchange of Inter-local Services; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes municipalities to enter into an agreement for the exchange of services; and

WHEREAS, the United States makes available to state, county and local government agencies, through the General Service Administration, federal surplus property; and

WHEREAS, the City of Wildwood obtained such federal surplus property consisting of the motor vehicles that are scheduled on and described in Exhibits "A" and "B"; and

WHEREAS, the motor vehicles that are scheduled in Exhibits "A" and "B" are to be used by the Borough of West Wildwood Public Works Department and/or the Borough of West Wildwood Office of Emergency Management; and

WHEREAS, the regulations governing the federal surplus property program require that the vehicles scheduled in Exhibits "A" and "B" be placed into service for its intended use within one year of acquisition by the state, county or local government agency; and

WHEREAS, the regulations governing the federal surplus property program also provide that, for a period of eighteen months after the acquired property is placed into service, the City of Wildwood is restricted from transferring title to the property, and, if during those eighteen months, the acquired property ceased to be used for its intended purpose, title to the property reverts to the State of New Jersey; and

WHEREAS, the City of Wildwood does not presently have a need for the vehicles scheduled in Exhibits "A" and "B", but the Borough of West Wildwood does have a need for said vehicles; and

WHEREAS, the City of Wildwood is not restricted from loaning the vehicles scheduled in Exhibits "A" and "B" to the Borough of West Wildwood.

NOW, THEREFORE, in consideration of the exchange of mutual covenants and conditions set forth herein and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq., and by N.J.S.A. 40:8A-1, et seq., West Wildwood and Wildwood agree as follows:

- 1.) **Incorporation of Preamble.** All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if set forth at length.
- 2.) **Loan of Vehicle.** Wildwood agrees to loan to West Wildwood and West Wildwood agrees to accept the loan of the motor vehicles that are scheduled in Exhibits "A" and "B" for use by West Wildwood during the term of this Agreement
- 3.) **Term.** The term of this Agreement shall begin on the Effective Date of this Agreement (as set forth below) and shall expire 18 months after the Effective Date of the Agreement.
- 4.) **Use of Motor Vehicle.** During the term of this Agreement West Wildwood shall use each loaned vehicle consistent with the purposes for which the vehicles were manufactured.
- 5.) **Prior Inspection of Loaned Vehicles.** West Wildwood acknowledges that its officials have inspected and examined the vehicles scheduled on Exhibits "A" and "B" and are prepared to accept the loan of that vehicles "as is" and acknowledges that Wildwood, its officials, employees and agents, have not made, and West Wildwood is not relying upon, any claim or promise about the vehicle other than that good and sufficient title.
- 6.) **Payments; Transfer of Title Upon the End of Term of Agreement.** During the term of this Agreement Wildwood shall not require any payment from West Wildwood for the

Agreement. Wildwood shall transfer ownership of the vehicles scheduled Exhibits "A" and "B" to West Wildwood for the sum of \$1.00.

7.) **Obligation to Repair.** During the term of this Agreement West Wildwood, at its own costs and expense, shall keep the loaned vehicle in good repair, condition and working order and shall be responsible for making such repairs as may be required by the State of New Jersey in connection with State inspection of the vehicles.

8.) **Registration; Registration Fees; Inspection.** During the term of this Agreement and to the extent required by the laws of the State of New Jersey, the parties shall be responsible for having the loaned vehicles inspected by the State of New Jersey Motor Vehicle Commission. During the term of this Agreement the parties shall have the vehicles registered with the State of New Jersey and West Wildwood shall be responsible for the payment of any and all registration fees and any other fees imposed by the State of New Jersey.

9.) **Motor Vehicle Liability Insurance; Additional Insured; Notice of Cancellation.** During the term of this Agreement West Wildwood shall procure and maintain motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per accident combined single limit bodily injury and property damage coverage. Wildwood including all elected and appointed officials, all employees and volunteers, shall be named as additional insured's on the policy of insurance required by this paragraph. The policy of insurance required by this paragraph shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: "City Administrator/Clerk, City of Wildwood, 4400 New Jersey Avenue, Wildwood, NJ 08260." Upon delivery of vehicles to West Wildwood, West Wildwood shall supply a Certificate of Insurance to Wildwood evidencing the insurance coverage required by this paragraph.

10.) **Indemnification and Hold Harmless Agreement.** West Wildwood shall defend (and assume all costs, expenses and attorney's fees incurred in connection w/such defense) indemnify and save harmless Wildwood, its elected and appointed officials, its employees, agents, volunteers and all others working on behalf of Wildwood from and against all claims, suits, or actions of every kind or description for loss, damage or injury including, but not limited to, personal injury, death and/or property loss, costs, reasonable attorney's fees incurred, expense claims or demands that is/are made or brought against Wildwood, its elected and appointed officials, its employees, agents, volunteers and all others working on behalf of Wildwood which arise out of or to have been caused in any manner whatsoever by reason of possession and/or use and/or operation of the loaned vehicles.

11.) **Effective Date.** This Agreement shall be approved by Resolution of the governing bodies of both West Wildwood and Wildwood duly adopted in accordance with law at public meetings held in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., the Uniform Shared Services and Consolidation Act and the Inter-local Services Act. The Effective Date of this Agreement shall be the date of adoption of the last Resolution necessary to make this Agreement effective.

12.) **Miscellaneous.**

a. This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that their respective Municipal Administrators immediately will meet and make a good faith effort to resolve said dispute. In the event that the dispute cannot be resolved amicably then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.

b. The parties have read this Agreement and it is a full statement of their understandings. This Agreement is not subject to oral modification and may only be changed by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.

c. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

d. If any term or provision of this Agreement or the application thereof to any participating municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to

e. This Agreement may be signed in one or more original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

f. Wildwood and West Wildwood agree that no inference concerning the meaning or interpretation of this Agreement shall be drawn based upon the fact that it was drafted by West Wildwood.

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

ATTEST:



Donna L. Frederick, Acting Municipal Clerk

BOROUGH OF WEST WILDWOOD

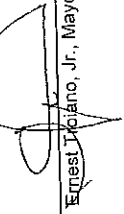


Christopher J. Fox, Mayor

ATTEST:


Christopher H. Wood, Administrator/Mun. Clerk

CITY OF WILDWOOD


Ernest Trujano, Jr., Mayor

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

RESOLUTION 2013-065

**AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF
THE BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12(b), it is permissible by resolution for the Governing Body to enter into a Closed (Executive) Session in order to discuss matters falling within one or more of the permitted nine exemptions; and

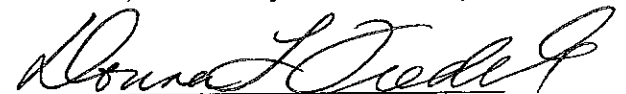
WHEREAS, the Borough anticipates discussion of possible/pending litigation matters, which constitutes one of the permitted exemptions; and

WHEREAS, the minutes of this meeting shall remain confidential until after such time as Legal Counsel determines that the need of confidentiality no longer exists and provided that the matter(s) discussed can be legally disclosed.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, Cape May County, New Jersey that a Closed (Executive) Session of the Governing Body shall be convened to discuss the aforementioned matters.

	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 **Workshop/Special Meeting** held on **June 3, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

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

RESOLUTION 2013-066

**A RESOLUTION EXPRESSING OPPOSITION TO SENATE BILL NO. S2601
WHICH WOULD PERMIT FIFTH AND SIXTH CLASS COUNTIES TO ASSUME CONTROL AND
RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF BEACHES BORDERING THE
ATLANTIC OCEAN**

WHEREAS, the Honorable New Jersey State Senator Bob Smith, Chairman of the Senate Environment and Energy Committee, as primary sponsor, has introduced into the current session of the New Jersey State Senate, Senate Bill No. S-2601 which would permit fifth and sixth class counties to assume control and responsibility for the operation and maintenance of beaches bordering on the Atlantic Ocean; and

WHEREAS, Senate Bill S-2601 authorizes a county to: 1.) establish a uniform beach fee and beach tag system within the county, 2.) establish a uniform policy with respect to beach improvement, maintenance and dune construction for the protection of properties near the beach, 3.) realize economies of scale by dealing with the maintenance and operation of all of the beaches within the county through one entity; and

WHEREAS, S-2601 requires the operation of the beaches to constitute a public utility of the county and also provides counties that assume the control of beaches with an exception to the 2.5% CAP on increases to final appropriations of the previous year for expenditures relating to the operation and maintenance of the county-controlled beaches; and

WHEREAS, the operations of the beaches in Cape May County, which Senate Bill No. S-2601 proposes to place under the control of the Cape May County Board of Chosen Freeholders, have been and are at present under the control and responsibility of the citizens of individual municipalities by way of their duly elected officials who determine the system that works best for its taxpayers, visitors and form of government; and

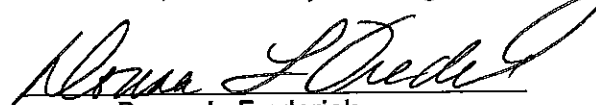
WHEREAS, a shift of responsibility for and control of the beaches bordering on the Atlantic Ocean from the local governing unit to the government of the County would have an immediate negative impact on all of the taxpayers of the County of Cape May through an increase in county property tax as a result of the exception to the 2.5% CAP on increases in final appropriations as the county government attempts to create and pay for an increased level of expenses in a time of reduced property values as a result of the economy and Superstorm Sandy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, strongly oppose Senate Bill No. S-2601 and request that Senate Bill No. S-2601 be immediately removed from consideration by the New Jersey State Senate; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Governor Chris Christie, Senate President Stephen Sweeney, Senator Bob Smith, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Robert Andrzejczak, and the New Jersey League of Municipalities, the Cape May County Board of Chosen Freeholders and all municipalities in Cape May County

	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 **June 7, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-067

**A RESOLUTION EXPRESSING SUPPORT OF ASSEMBLY BILL NO. A-1551 CONCERNING
CERTAIN PROPERTY RIGHTS, SUPPLEMENTING TITLE 2A OF THE NEW JERSEY STATUTES
AND REPEALING PARTS OF THE STATUTORY LAW**

WHEREAS, Assembly Bill No. A-1551 , if enacted, would provide the following legislative findings:

Section 1:

- a. The 2012 severe storm, named Hurricane Sandy, has damaged many properties along the New Jersey shore and other low-lying areas, and repair and reconstruction of these properties is essential to the economic health of the State; and
- b. Some of these properties have been subject to State tidelands claims and those claims make it difficult for the property owners to obtain mortgage financing necessary to repair their properties; and
- c. Property owners in some instances purchased and developed their property before the State made its claims and had no way of knowing that their property would be subject to tidelands claims and notwithstanding the State claims, the properties remained on the property tax rolls and the owners paid taxes as owners of the properties for many years; and
- d. It is necessary to provide a remedy for some of these property owners to establish their right to quiet enjoyment of their property and to make necessary repairs and allowing some property owners to establish their unencumbered ownership is right as a matter of simple equity and advantageous to the New Jersey economy; and

Section 2: Except as provided in Sections 3 and 4 of this act, if a person, for 20 years, has possessed real estate, all claims that may be made by any person for the recovery of the real estate shall be barred from any claim of right and that person shall have good title in the real estate provided that during that period the possession has been:

- a. Actual, open and notorious, of a kind that would notify other of the claim to the property;
- b. Inconsistent with ownership of the property by others;
- c. Continued uninterruptedly for the requisite period by the person and the person's predecessors by occupancy, descent, conveyance or otherwise.

Section 3: Shall not, except as provided in Section 4 of this act, limit the estate, right, title or interest of, or bar any claim or action by:

- a. The State, any agency thereof, or any political subdivision of the State including, but not limited to, its instrumentalities and independent authorities, or any county or municipality, or any agency or authority of a county or municipality, with respect to real property or any estate, right, title or interest therein, that was at any time used or intended to be used for a public or transportation, environmental, recreational, governmental, educational, charitable, institutional or other similar purpose or held in public trust, whether such use be at the time of acquisition or sometime thereafter; or
- b. A public utility, as the same is defined in R.S. 48:2-13, with respect to real property or any estate, right, title or interest therein, used or intended to be used, for the provisions of utility service to the public including, but not limited to, federally regulated common carriers.

Section 4: If a person, for 40 years, has possessed real estate that was tidal-flowed prior to that period and not tidal-flowed at any time thereafter, the State shall be barred from any claim of riparian rights and the person shall have good title in the real estate provided that:

- a. The possession is actual, open and notorious, of a kind that would notify others of the claim to the property;
- b. The possession is inconsistent with ownership of the property by others;
- c. The possession has continued uninterruptedly for the requisite period by the person and the person's predecessors by occupancy, descent, conveyance or otherwise;
- d. The possession has been based on an instrument or instruments recorded as provided by law that describe the property; and
- e. All real estate taxes and other assessments on the property have been paid.

Section 5: The period of possession of real estate required by this act shall include possession by the person and all others with whom the person is in privity.

Section 6: N.J.S.2A:14-6, N.J.S.2A:14-7, N.J.S.2A:14-8, N.J.S.2A:14-30 and N.J.S.2A:14-31 are repealed.

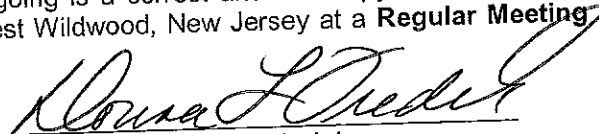
Section 7: Sections 2 and 6 of this act shall take effect on the second anniversary following the date of enactment and shall apply to periods of possession of real estate occurring prior to the effective date, on the effective date, and after the effective date of this act. Sections 1, 3, 4, and 5 of this act shall take effect immediately.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby expresses support of Assembly Bill No. A-1551; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Assemblyman John S. Wisniewski, Assemblyman Upendra J. Chivukula, Assemblyman Albert Coutinho, Assemblyman Erik Peterson, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Robert Andrzejczak and all municipalities in Cape May County

	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 **June 7, 2013**.


Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-068

**A RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD
 TO DESIGNATE HANDICAP PARKING**

WHEREAS, the Borough of West Wildwood Police Department has received two handicapped parking applications; and

WHEREAS, the West Wildwood Police Department has reviewed the documentation provided by said applicants and has determined that the applicants have met the requirements necessary to qualify for the handicap parking designation; and

WHEREAS, the West Wildwood Police Department performed a sight inspection of the locations provided by the applicants and have approved the applications of said applicants.

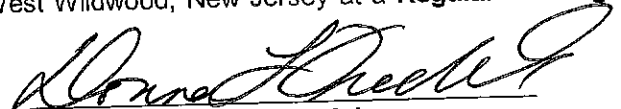
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey do hereby authorize handicap parking designation to the following persons/locations:

- 1.) Dorothy M. Guhl, 713 W. Glenwood Avenue, West Wildwood, NJ
- 2.) Anne McGee, 5 Avenue C, West Wildwood, NJ

AND BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the West Wildwood Police Department and The West Wildwood Public Works Department in order to facilitate the enforcement and installation of proper signage.

	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 **June 7, 2013**.



**Donna L. Frederick
 Acting Municipal Clerk**

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

RESOLUTION 2013-069

**AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES
OF A MUNICIPAL JUDGE**

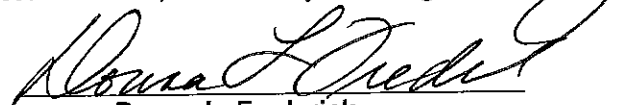
WHEREAS, it is necessary for the Board of Commissioners of the Borough of West Wildwood to appoint a Municipal Court Judge as required by NJSA 2B 12-4; and

WHEREAS, it is the desire of the Board of Commissioners to appoint Dorothy Incarvito-Garrabrant as the Borough of West Wildwood Municipal Court Judge

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Dorothy Incarvito-Garrabrant is hereby appointed as Municipal Court Judge for the Borough of West Wildwood for a three year appointment commencing effective June 7, 2013 and expiring on June 7, 2016.

	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 **June 7, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-070

**APPROVING THE ISSUANCE OF A FIRE SAFETY PERMIT
FOR A FIREWORKS DISPLAY ON JUNE 29, 2013**

WHEREAS, an application has been made by Schaefer Pyrotechnics, Inc. to conduct a Fireworks Display on June 29, 2013; and

WHEREAS, Permit Number 13-2012 has been issued by the Borough of West Wildwood Fire Prevention Bureau, which permit includes a Liability and Transportation Insurance Policies in the amount of \$9,000,000.00; and

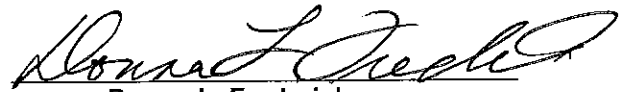
WHEREAS, it appears that the Applicant has met the required obligations for the performance of said display.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that it hereafter approves a Fireworks Display to be held on June 29, 2013 behind the Borough Fire House/Public Works Building off of North Drive; and

BE IT FURTHER RESOLVED that the applicant is solely responsible to comply with all other applicable health, police, building or construction requirements for this activity.

	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 **June 7, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

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

RESOLUTION 2013-071

**A RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO
CLARIFY BACK PAY ISSUES REGARDING THE RE-INSTATEMENT OF
JACQUELYN FERENTZ**

WHEREAS, on or about June 1, 2012, Resolution Number 2012-046 authorize the dismissal of disciplinary charges against Jacquelyn Ferentz and entitled her to full back-pay and all benefits and entitlements of her position; and

WHEREAS, Jacquelyn Ferentz was willing to spread her back pay and entitlements over a period of four years (104 bi-weekly payments) commencing the first pay period in January 2013 and ending the last pay period in December 2016, so as to not further burden the Borough Taxpayers; and

WHEREAS, an adjustment needs to be made to take into account back pension payment issues.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the following adjustments be made:

- 1) 91 Bi-Weekly payments beginning the first pay period of June 2013 and ending the last pay period in October 2016
- 2) Payments will be issued separately from the regular payroll checks.
- 3) Employee's share of back pension will be deducted each pay period and these deductions will be held in the Payroll Trust Account and they will be disbursed to the Police and Fire Retirement System to bring Chief Ferentz's back pension current. These deductions are for three quarters in 2009, four quarters in 2010, 2011 and 2012 and the first quarter in 2013.
- 4) Any deficiency over and above this final payment will be the responsibility of the Borough

and

BE IT FURTHER RESOLVED, that the Payroll Clerk is hereby authorized to execute these changes and make proper notifications of said resolution as deemed necessary. A copy of the pay-back memorandum from the payroll clerk be duly attached to this resolution.

	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 **June 7, 2013**.


Donna L. Frederick
Acting Municipal Clerk

Borough of West Wildwood

"Small town Charm on the Back Bay"

MEMORANDUM

To: Elaine Crowley, Payroll Clerk
From: Commissioner Cornelius Maxwell *CJM 07 Jun 2013*
Subject: Jacquelyn Ferentz- Back Pay and Back Pension *EA 6/7/13*
Date: June 7, 2013

As per Resolution # 2013-071 and upon the authorization of Commissioner Cornelius Maxwell and Commissioner Scott Golden, Chief Jacquelyn Ferentz is awarded her remaining back pay balance as of June 7, 2013 in the amount of \$152,656.91. This financial obligation will be disbursed over the next 3 years and 7 months starting with the first pay period in June 2013 and ending the last pay period in October 2016.

Payments will be paid out in 91 bi-weekly payments beginning the first payroll period in June 2013 in the amount of \$1,677.55. These payments will be issued separately from her regular payroll check and employee's share of back pension will be deducted in the amount of \$230.77 per check. These deductions of \$20,831.03 are for three quarters in 2009, four quarters in 2010, four quarters in 2011, four quarters in 2012 and for the first quarter in 2013. These deductions will be held in the Payroll Trust Account, they will be disbursed to the Police and Fire Retirement System when final back pension payment is deducted in order to bring Chief Ferentz current. Any deficiency over and above this final payment will be the responsibility of the Borough.

CHIEF JACQUELYN FERENTZ - REMAINING BACKPAY AS OF JUNE 1, 2013

Amount of Award of Back pay	\$ 170,713.08
Less amount paid as of May 31, 2013	<u>\$ (18,056.17)</u>
Remaining Back pay as May 31, 2013	<u>\$ 152,656.91</u>
Remaining number of payment	91
Amount of Back pay Check	\$ 1,677.55
Less employee deduction for back pension contribution	<u>\$ (230.77)</u>
Balance of Check before taxes	<u>\$ 1,446.78</u>

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

RESOLUTION 2013-072

A RESOLUTION TO AMEND THE BUDGET

WHEREAS, the local municipal budget for the year 2013 was approved on the 20th day of May, 2013, and;

WHEREAS, it is desired to amend said approved budget prior to the final adoption, and;

WHEREAS, the public hearing on said budget has been duly scheduled and advertised.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the following amendments to the approved budget of 2013 be made:

Current Fund


8. General Appropriations	FROM	TO
E: Deferred Charges and Statutory Expenditures- Municipal within "CAPS"		
Social Security System	61,200	60,975
Defined Contribution Retirement Plan	0	225
Total Deferred Charges and Statutory Expenditures- Municipal within "CAPS"	98,369	39,369

It is hereby certified that this is a true copy of a resolution amending the budget, introduced by the governing body on the 17th day of June, 2013.

I hereby certify that all mathematical calculations have been verified

	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 **Special Meeting** held on **June 17, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-061

**AUTHORIZING THE INTRODUCTION AND PUBLIC HEARING
 OF THE CY2013 BOROUGH OF WEST WILDWOOD
 MUNICIPAL BUDGET**

WHEREAS, the Borough of West Wildwood CY2013 Budget has been prepared and is now filed with the Municipal Clerk for Public Inspection in preparation of the required Public Hearing.

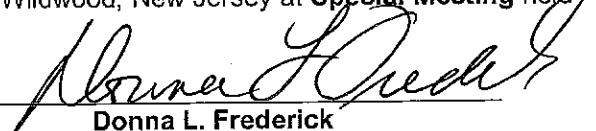
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of West Wildwood that the CY2013 Municipal Budget for the Borough of West Wildwood, Cape May County is hereby approved for introduction; and

BE IT FURTHER RESOLVED that said Budget shall be published by the Municipal Clerk in the June 5, 2013 Edition of the Atlantic City Press; and

BE IT FURTHER RESOLVED that a Public Hearing on said Budget will be held in the West Wildwood Borough Hall, 701 W. Glenwood Avenue, West Wildwood on Friday, June 17, 2013 at 7:00 P.M., prevailing time at which time and place any comments on or objections to said CY2013 Municipal Budget may be presented by taxpayers or other interested persons.

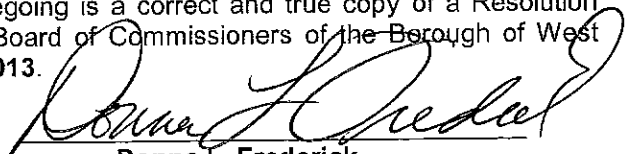
	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

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 **Special Meeting** held on **May 20, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

	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 on a second reading after a public hearing by the Board of Commissioners of the Borough of West Wildwood, New Jersey at **Special Meeting** held on **June 17, 2013**.


 Donna L. Frederick
 Acting Municipal Clerk

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

**RESOLUTION 2013-073
APPROVAL OF LIQUOR LICENSE – WEST SIDE SALOON**

WHEREAS, an application has been made by the person(s) and/or corporation(s) hereinafter set forth, for the renewal of Plenary Retail Consumption Licenses heretofore granted by this issuing Authority; and

WHEREAS, all things required to be done by said Applicants have been done or are being done, including the payment of any and all required fees; and

WHEREAS, the Issuing Authority having found:

- (a) The submitted Application for renewal is complete in all respects;
- (b) The Applications are qualified to be licensees according to all statutory, regulatory and local governmental ABC laws and regulations
- (c) The Applicant has disclosed, and the Issuing Authority has reviewed, any additional financing obtained in the previous license term for use in the licensed businesses; and

WHEREAS, no objections to the issuance thereof have been filed with the Borough Clerk and this Body is of the opinion that said Application should be granted and license issued.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that the Plenary Retail Consumption License as hereinafter set forth be, and the same are, hereby granted for the period of one (1) year from July 1, 2013 through June 30, 2014 unto the person and corporation and limited liability company recited, for the premises in West Wildwood, New Jersey, as listed below:

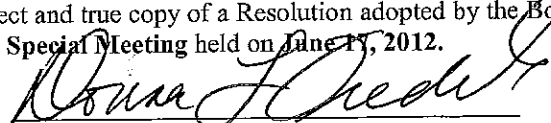
Name of Licensee and State assigned License No.	Premises Location	Type
West Side Saloon, LLC t/a West Side Saloon #0513-33-00-1-005	770 W. Glenwood Avenue West Wildwood , NJ	PRC

BE IT FURTHER RESOLVED, that the Municipal Clerk be, and hereby is, authorized empowered and directed to sign such license by and on behalf of said Borough of West Wildwood, New Jersey and to complete same in accordance with directives received from the Division of Alcoholic Beverage Control of the State of New Jersey; and

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forthwith forward a certified copy of this Resolution to the Director of the Division of Alcoholic Beverage Control, CN 087, Trenton, New Jersey 08625, pursuant to the Statutes and the rules and regulations of the Division in such cases made and provided and in accordance with the aforesaid directives issued by said Director.

	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 **Special Meeting** held on **June 17, 2012**.


Donna L. Frederick
Acting Municipal Clerk

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

**RESOLUTION 2013-074
APPROVING THE RENEWAL OF A LIQUOR LICENSE FOR
WEST WILDWOOD LIQUOR STORE**

WHEREAS, an application has been made by the person(s) and/or corporation(s) hereinafter set forth, for the renewal of Plenary Distribution Licenses heretofore granted by this issuing Authority; and

WHEREAS, all things required to be done by said Applicant have been done or are being done, including the payment of any and all required fees; and

WHEREAS, the Borough of West Wildwood, as the Issuing Authority, having found that:

- (a) The submitted Application for renewal is complete in all respects;
- (b) The Applicant is qualified to be licensed according to all statutory, regulatory and local governmental ABC laws and regulations; and
- (c) The Applicant has disclosed, and the Issuing Authority has reviewed, any additional financing obtained in the previous license term for use in the licensed businesses.

WHEREAS, no objections to the issuance thereof have been filed with the Municipal Clerk and this Governing Body is of the opinion that said Application should be granted and license issued.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that the Plenary Retail Distribution License as hereinafter set forth be, and the same are, hereby granted for the period of one (1) year from July 1, 2013 through June 30, 2014 unto each of the person and corporation and limited liability company recited, for the premises in West Wildwood, New Jersey, as listed below:

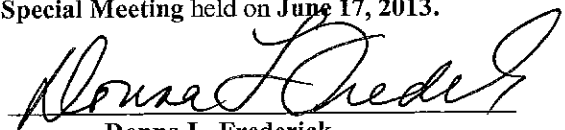
Name of Licensee and State assigned License No.	Premises Location	Type
Linda J. Dunn, Executrix of the Estate of Francis G. Lord t/a West Wildwood Liquor Store #0513-44-003-002	654 W. Glenwood Avenue West Wildwood, NJ	PDL

BE IT FURTHER RESOLVED, that the Municipal Clerk be, and hereby is, authorized empowered and directed to sign such licenses by and on behalf of said Borough of West Wildwood, New Jersey and to complete same in accordance with directives received from the Division of Alcoholic Beverage Control of the State of New Jersey; and

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forthwith forward a certified copy of this Resolution to the Director of the Division of Alcoholic Beverage Control, CN 087, Trenton, New Jersey 08625, pursuant to the Statutes and the rules and regulations of the Division in such cases made and provided and in accordance with the aforesaid directives issued by said Director.

	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 **Special Meeting** held on **June 17, 2013**.


Donna L. Frederick
 Acting Municipal Clerk

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

RESOLUTION 2013-075

APPOINTMENT OF A CODE ENFORCEMENT OFFICER

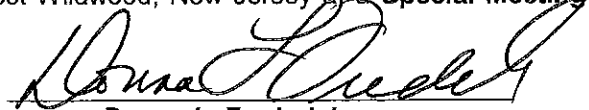
WHEREAS, it is necessary and essential for the Municipality to appoint a Code Enforcement Officer; and

WHEREAS, Joseph Smith has agreed to serve as same.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that Joseph Smith shall hereby be appointed as Code Enforcement Officer for the term ending December 31, 2013.

	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 **Special Meeting** held on **June 17, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-076

**RESOLUTION AUTHORIZING MEMBERSHIP
IN A MUTUAL AID AND ASSISTANCE
AGREEMENT WITH OTHER COUNTY
PARTICIPATING UNITS**

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police departments, Emergency Medical Service agencies, fire departments, volunteer fire departments or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14 -26 and 40A:14-156.1; and

WHEREAS, the President of the United States, in Homeland Security Presidential Directive 5 ("HSPD-5" or the "Presidential Directive"), directed the Secretary of the Department of Homeland Security ("DHS") to develop and administer a National Incident Management System ("NIMS"), which would provide a consistent nationwide approach to Federal, State, local governments (as that term is defined at 6 U.S.C. §101(10) as the same may from time to time be amended) and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act", N.J.S.A. App. A:9-30 et seq. (the "Disaster Control Act"), provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency in the Governor, who shall have authority over the resources of each and every political subdivision of the State to cope with any condition that shall arise out of such emergency; and

WHEREAS, in addition to the Disaster Control Act, the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et seq. (the "Fire Service Act") establishing a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

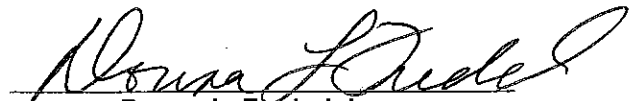
WHEREAS, it is deemed to be in the best interests of the residents of this municipality and/or fire district to enter into a mutual aid and assistance agreement with the County of Cape May and other municipalities and entities including (but not limited to) municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

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

1. That the West Wildwood Vol. Fire Company and Borough of West Wildwood are hereby authorized and directed to enter into the Cape May County Mutual Aid and Assistance Agreement Between Participating Units (the "Mutual Aid Agreement"), a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.
2. That the Mayor and Municipal Clerk are hereby authorized and directed to execute said Mutual Aid Agreement on behalf of the West Wildwood Vol. Fire Company
3. A copy of this Resolution and an executed copy of the Mutual Aid Agreement shall forthwith be provided to the Cape May County Office of Emergency Management for review and filing as appropriate.

	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 **Special Meeting** held on **June 17, 2013**.


Donna L. Frederick
Acting Municipal Clerk

BOROUGH OF WEST
WILDWOOD
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS

~~THIS AGREEMENT is made by and between the parties set forth on Schedule A~~ (attached hereto), all of which are political subdivisions and/or municipal corporations of the State of New Jersey, situate in the County of Cape May, individually and on behalf of their departments, including but not limited to law enforcement, Emergency Medical Services ("EMS"), fire departments, volunteer fire companies and/or EMS organizations or Fire Districts, health departments or services, public works departments or transportation agencies, hereinafter sometimes referred to as the "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President of the United States, in Homeland Security Presidential Directive 5 ("HSPD-5" or the "Presidential Directive"), directed the Secretary of the Department of Homeland Security ("DHS") to develop and administer a National Incident Management System ("NIMS"), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, then-Acting Governor Richard J. Codey, in his Executive Order No. 50, dated August 5, 2005 (the "Executive Order"), implemented NIMS as the state standard for incident management and directed its use for all emergency incidents in the State of New Jersey; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act", N.J.S.A. App. A:9-30 et seq. (the "Disaster Control Act"), provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency in the Governor, who shall have authority over the resources of each and every political subdivision of the State to cope with any condition that shall arise out of such emergency; and

WHEREAS, in addition to the Disaster Control Act, the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et seq. (the "Fire Service Act") establishing a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community

As defined in the Homeland Security Act of 2002, Section 201(9), the term "local government" includes

- (A) county, municipality, city, town, township, local public authority, school district, special district, interstate district, council of governments ... regional or interstate government entity or agency or instrumentality of a local government;
- (B) an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and
- (C) a rural community, unincorporated town or village, or other public entity.

See 44 U.S.C. § 20110(a)(2)(B).

Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A-1.1 et seq. (the "Fire Service Regulations"), and N.J.A.C. 5:75A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

~~WHEREAS, the Participating Units recognize that entering into an agreement for mutual~~ aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe or other extraordinary devastation, civil unrest, major emergency, major criminal acts, acts of terrorism, and/or natural and man-made disasters or catastrophes which threaten or affect life, property and environment (the "Emergency Situations") and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

- i. Mutual Aid and Assistance. Upon request (as provided for herein) of a Requesting Unit, the Participating Unit(s) shall provide mutual aid and assistance in Emergency Situations. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of a Requesting Unit which has adopted this Agreement by act of its governing body. Mutual Aid and Assistance includes, when and as warranted, special weapons and tactics or rapid response team operations and other cooperative law enforcement operations (collectively referred to herein as "Law Enforcement Operations"), as well as fire, EMS and public works operations.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise unable to address the emergency service need in its jurisdiction.
 - c. Participating in joint education and training exercises with other Participating Units, where the purpose of such training exercises is to coordinate and prepare for Emergency Situations that are a threat to life or property, including without limitation joint planning, intelligence sharing, threat assessment development, and police, fire and EMS academy activities and instruction. In addition, any individual training sessions, classes or exercises conducted by one or more Participating Unit(s) or to

which a Participating Unit sends personnel in order to permit that Participating Unit to perform its functions under the terms of this Agreement shall be deemed to fall within the definition of Mutual Aid and Assistance.

~~2. Requests for Mutual Aid and Assistance. All requests for mutual aid and assistance from the County of Cape May shall be through the Cape May County Emergency Management Communications Center ("EMCC") and/or any other duly authorized County Department Head (or such Department Head's designee) in accordance with all procedures in effect at the time of the request. The EMCC shall immediately summons the appropriate County personnel and equipment in accordance with the pre-established policies and procedures in effect at the time of the request. All requests for mutual aid between local units shall be processed according to policies and procedures promulgated by each local unit.~~

a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks or need for services in its jurisdiction. Said information shall be submitted annually to the Cape May County Office of Emergency Management ("OEM") for review by the appropriate OEM coordinator prior to the first day of March each year.

(i) All Local Fire Mutual Aid Plans shall be in compliance with the Fire Regulations.

(ii) OEM shall immediately notify any Participating Unit which fails to submit its annually updated Municipal Mutual Aid Plan as required herein, and shall take all necessary steps to ensure that such Participating Unit remedy such failure as soon as may be practicable.

(iii) The Director of OEM shall report on an annual basis to the County Board of Chosen Freeholders as to issues relating to this Agreement, including without limitation a summary of operations conducted, barriers encountered in the implementation of this Agreement and any recommended modifications or necessary amendments to this Agreement.

3. Operational Command and Authority at Emergency Scene.

a. The Incident Commander of the Requesting Unit shall have overall operational command authority over all Participating Units at the scene of the emergency. Participating Units agree that this Agreement shall operate under the tenants of NIMS, as adopted by DHS and as same may

from time to time be amended.

- b. The personnel sent by a Participating Unit to an incident shall remain employees of the Participating Unit, and subject to the command and control of the Participating Unit. Except as may be necessary for ~~determining immunity from liability under the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.~~ in which limited circumstance personnel of the Participating Unit may be considered agents of the Requesting Unit, personnel from a Participating Unit shall not be deemed employees or special employees of the Requesting Unit or any other Participating Unit.
- c. The Participating Unit shall at all times have the right to withdraw any and all aid upon the order of its governing body or designated authorities, provided however that the Participating Unit withdrawing such aid shall notify the Incident Commander of such withdrawal.

4. No Charge for Use of Personnel or Equipment.

- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.* and the implementing regulations of 44 C.F.R. §204.01 *et seq.*, in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
- c. This Agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
- d. Participating Units when possible will be reimbursed in accordance with

~~the Spill Compensation Control Act (N.J.S.A. 58:10-23.11a *et seq.*) and the regulations promulgated pursuant thereto (N.J.A.C. 7:1E-5.1 *et seq.*).~~

~~e. This Agreement recognizes the provisions as required by the Disaster Control Act and specifically the Emergency Medical Services Act, N.J.S.A. 26:2K-60.~~

f. Any expenses recoverable from third parties by the Requesting Unit shall be equitably distributed among Participating Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under existing statutes.

5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection or other vital or necessary services.
6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members. It is the express purpose of this Agreement to ensure that members of a Participating Unit be and remain entitled to all applicable benefits normally available to personnel of the Participating Unit while performing their duties for the Participating Unit, as well as any additional state and federal benefits which may be available to them as a result of any line of duty death or injury arising as from the performance of this Agreement.
7. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. **Provisions Specific to Law Enforcement Training.** Any law enforcement Participating Unit may, but shall not be required to, pay for training for another law enforcement Participating Unit's personnel out of available or appropriate

funds when, in the determination of the Participating Unit, such individual training enhances the ability of other Participating Units to perform Mutual Aid and Assistance duties under this Agreement.

9 **Liability Insurance: Indemnification.**

- a. Each Participating Unit shall maintain adequate insurance, including comprehensive general liability, personal injury, property damage, workers' compensation, and if applicable emergency medical service; professional liability, the minimum limits of which shall be ONE MILLION (\$1,000,000) DOLLARS.
- b. No Participating Unit shall be required or obligated to provide or co extend insurance coverage for any use of the terms enumerated herein to any other Participating Unit or its personnel.
- c. Each Participating Unit agrees to waive all claims against all other Participating Units for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement, provided however that such claim is not a result of gross negligence or willful misconduct by a Participating Unit or its personnel.
- d. The Requesting Unit agrees to hold harmless any Participating Unit(s) in the event of any lawsuit arising out of such mutual aid and assistance response or training exercise.
- e. No Participating Unit shall be liable on account of any act or omission in good faith on the part of such Participating Unit(s) while engaged in the performance of this Agreement or on account of the maintenance or use of any equipment or supplies in connection herewith.
- f. To the fullest extent permitted under the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or the other applicable provisions of law, including without limitation N.J.S.A. 40A:14-156.1, the personnel sent by a Participating Unit in response to a request from a Requesting Unit shall, during the performance of their duties pursuant hereto, be entitled to the tort liability protections and immunity enjoyed by the Requesting Unit.

10 **Term; Withdrawal.** This Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the Participating Units hereto and shall continue for a term of seven (7) years (the "Term") or until terminated or rescinded by all Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units and the Cape May County OEM with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event

of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units. Upon the conclusion of the initial Term, this Agreement may be renewed on such terms and conditions as the Participating Units deem necessary and/or appropriate.

11. Legal Authority. This Agreement for Mutual Aid and Assistance is expressly made in accordance with N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156. 1. Moreover, all Law Enforcement Operations conducted by the County Prosecutor and his officers and agents are deemed subject to the provisions of Wright v. State, 169 N.J. 442 (2001).
12. Entire Agreement. This Agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.
13. Severability. The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.
14. Amendments. This Agreement may only be amended by written consent of all the parties hereto. The undersigned Participating Units hereby have adopted and subscribed to and approve this Mutual Aid and Assistance Agreement to which this signature page will be attached and agree to be party thereto and be bound by the terms thereof.

IN WITNESS WHEREOF, the Borough of West Wildwood and the West Wildwood
Volunteer Fire Company in agreement with the County of Cape May has executed this
agreement on this 20th day of JUNE, 2013.

Authorized Signature:  Official Title MAYOR

Authorized Signature:  Official Title ACTING MUNICIPAL CLERK

Authorized Signature:  Official Title FIRE CHIEF

Authorized Signature:  Official Title Fire President