

OCTOBER

REGULAR MEETING

Borough of West Wildwood

"Small town Charm on the Back Bay"

AGENDA **REGULAR MEETING – OCTOBER 3, 2014** **7:00pm – ACTION MEETING**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

THIS REGULAR MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING HAS BEEN ESTABLISHED IN AN ANNUAL MEETING NOTICE RESOLUTION NO. 2013-126 ADOPTED ON DECEMBER 30, 2013. NOTICE OF THIS MEETING WAS SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD.

ROLL CALL:

CORRESPONDANCE:

2014 Best Practices Inventory Questionnaire and the filing of same

APPROVAL OF MINUTES:

September 5, 2014 – Regular Meeting
September 23, 2014 – Special Meeting
September 29, 2014 – Workshop Meeting

August 1, 2014 – Closed Session Meeting
August 27, 2014 – Closed Session Meeting
September 23, 2014 – Closed Session Meeting

RESOLUTIONS:

2014-097 – DECLAIRING OCTOBER 31, 2014 AS TRICK OR TREAT FROM 5:00pm TO 8:00pm

2014-098 – AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLLIICATION AND EXECUTE A GRANT CONTRACT WITH THE NJ DOT FOR Q AVENUE ROADWAY RECONSTRUCTION PROJECT HEREBY IDENTIFIED AS MA-2015-WEST WILDWOOD BOROUGH-00207

2014-099 – AUTHORIZING THE BOROUGH ENGINEER TO PROCEED WITH THE LEGAL ADVERTISEMENT FOR PUBLIC BID OF THE NEPTUNE AVENUE FEMA MITIGATION PROJECT

2014-100 – APPOINTMENT OF MUNICIPAL REGISTRAR

Borough of West Wildwood

"Small town Charm on the Back Bay"

2014-101- AUTHORIZING THE RETAINER FEE FOR PROFESSIONAL SERVICES OF SPECIAL COUNSEL LOUIS M. BARBONE

2014-102 – ASSESSMENT OF GRASS CUTTING COSTS

2014-103 – AUTHORIZING THE CONSIGNMENT AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND GANNETT HEALTHCARE GROUP FOR ELPH IDENTIFICATION BANDS

2014-104 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

APPROVAL TO PAY BILLS

REPORTS FROM COMMISSIONERS

OPEN TO THE FLOOR FOR PUBLIC COMMENT

ADJOURNMENT

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

BOROUGH OF WEST WILDWOOD
BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 3, 2014
7:00PM – ACTION MEETING

MINUTES:

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

ROLL CALL: Present

Comm. Golden
Comm. Maxwell
Mayor Fox
Solicitor Cafiero
Municipal Clerk Donna L. Frederick

APPROVAL OF MINUTES:

Clerk asked for a motion for the approval of the minutes of previous meetings as presented
September 5, 2014 – Regular Meeting
September 23, 2014 – Special Meeting
September 29, 2014 – Workshop Meeting
Motion by Comm. Maxwell; Second by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes
Motion Adopted

Clerk asked for a motion for the approval of closed session meeting minutes as presented
August 1, 2014 – Closed Session Meeting
August 27, 2014 – Closed Session Meeting
September 23, 2014 – Closed Session Meeting
Motion by Comm. Maxwell; Second by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, abstain
Motion Adopted

CORRESPONDANCE:

The clerk presented the Mayor and Commissioners with a copy of the 2014 Best Practices Inventory Questionnaire, completed by the CFO, for their review and comment. The Borough qualifies for state aid under the provisions of the Best Practices Inventory.

RESOLUTIONS: CLERK READ BY NUMBER & TITLE THE FOLLOWING RESOLUTIONS:

RESOLUTION 2014-097 – DECLAIRING OCTOBER 31, 2014 AS TRICK OR TREAT FROM 5:00pm TO 8:00pm
Clerk asked for a motion to adopt resolution 2014-097
Motion by Comm. Maxwell; Second by Comm. Golden
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes
Resolution Adopted

RESOLUTION 2014-098 – AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NJ DOT FOR Q AVENUE ROADWAY RECONSTRUCTION PROJECT HEREBY IDENTIFIED AS MA-2015-WEST WILDWOOD BOROUGH-00207

Clerk asked for a motion to adopt resolution 2014-098

Motion by Comm. Maxwell; Second by Comm. Golden

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

Resolution Adopted

2014-099 – AUTHORIZING THE BOROUGH ENGINEER TO PROCEED WITH THE LEGAL ADVERTISEMENT FOR PUBLIC BID OF THE NEPTUNE AVENUE FEMA MITIGATION PROJECT

Clerk asked for a motion to adopt resolution 2014-099

Motion by Comm. Maxwell; Second by Comm. Golden

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

Resolution Adopted

2014-100 – APPOINTMENT OF MUNICIPAL REGISTRAR

Clerk asked for a motion to adopt resolution 2014-100

Motion by Comm. Maxwell; Second by Comm. Golden

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

Resolution Adopted

2014-101 – AUTHORIZING THE RETAINER FEE FOR PROFESSIONAL SERVICES OF SPECIAL COUNSEL LOUIS M. BARBONE

Clerk asked for a motion to adopt resolution 2014-101

Motion by Comm. Maxwell; Second by Comm. Golden

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

Resolution Adopted

2014-102 – ASSESSMENT OF GRASS CUTTING COSTS

Clerk asked for a motion to adopt resolution 2014-102

Motion by Comm. Golden; Second by Comm. Golden

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

Resolution Adopted

2014-103 – AUTHORIZING THE CONSIGNMENT AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND GANNETT HEALTHCARE GROUP FOR ELPH IDENTIFICATION BANDS

Clerk asked for a motion to adopt resolution 2014-103

Motion by Comm. Golden; Second by Comm. Maxwell

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

Resolution Adopted

2014-104 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

Clerk asked the Mayor if he would like to hold the public comment portion of the meeting first and then go into closed session. Mayor agreed and there was no vote taken at this time on resolution 2014-104.

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

Motion by Comm. Maxwell; Second by Comm. Golden

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

Motion Carried

Reports from Commissioners:

Mayor gave the Police Activity Report for the month of September 2014 (copy attached).

Comm. Golden reported 72 work orders for the DPW, and informed the public that the list is available. He also informed the public that free bulk pick-up of 5 items will be on Monday, October 20, 2014, and Clean Communities day is Sat. Nov. 1, 2014 from 10am to 12 noon.

Prior to opening the meeting to the floor, the Mayor informed the public that there will be a series of meetings to answer any questions regarding the ballot referendum question. The dates are October 16 & 24 from 6:30-8:30pm and Sat. Nov. 1, from 12-2:00pm.

Mayor opened the meeting to floor for public comment.

Hearing no public comment, the Mayor closed the public comment portion.

The clerk then read resolution

2014-104 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

Clerk asked for a motion to adopt resolution 2014-104

Motion by Comm. Golden; Second by Comm. Maxwell

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

Resolution Adopted

When the closed session meeting was completed, Clerk asked for a motion to reconvene from closed session.

Motion by Comm. Maxwell; Second by Comm. Golden

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

Motion Adopted

Clerk asked for a Motion to Adjourn:

Motion by Comm. Maxwell; Second by Comm. Golden.

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

Motion carried.

Respectfully submitted

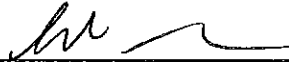


Donna L. Frederick, RMC
Municipal Clerk

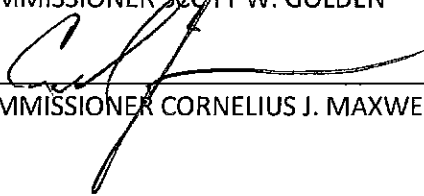
**THESE MINUTES WERE APPROVED AT THE NOVEMBER 7, 2014 REGULAR COMMISSION
MEETING**



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

Best Practices Worksheet CY 2014/SFY2015

		Click here, then click on arrow to choose municipality	
0000		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer		
	Question		
	General Management - GM		Comments
1	Yes	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. <u>Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement, or actively negotiate or enter into the renewal of at least one existing shared service agreement, in the preceding year?</u>	
2	Yes	Traffic safety policies for utility and construction work should balance the interests of public safety with those of controlling costs. For example, uniformed police officers controlling a cul-de-sac may be excessive; while parking a policeman in a patrol car on a major highway to act in lieu of a "crash truck" may be insufficient and could endanger the officer. An appropriate traffic safety plan should include parameters governing when police officers, flag men and safety apparatus are used in different circumstances. <u>Has your municipality reviewed its policies and staffing requirements for providing traffic safety around utility and construction work, and implemented policies to assure that the most efficient and cost-effective approach is taken?</u>	
	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles, and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? Only answer "N/A" if your municipality does not have any municipally-owned vehicles.	
4	Yes	Has the appropriate administrative official reviewed the <u>State Comptroller's June 25, 2013 Report</u> with respect to local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?	

Best Practices Worksheet CY 2014/SFY2015

		Click here, then click on arrow to choose municipality	
0000		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
5	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget including the full adopted budget for current year when approved by governing body; most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; easily accessible contact information for elected and appointed officials, municipal administrator or manager, municipal clerk, police chief, municipal court administrator and all department heads; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
6	Yes	Does your municipality require its elected officials to attend on an annual basis at least one instructional course covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may be satisfied either through a course approved for continuing education credit by DLGS, or in-house education provided by a professional, vendor or staff member (provided they have significant expertise in their profession and routinely prepare public presentations).	

Best Practices Worksheet CY 2014/SFY2015

		Click here, then click on arrow to choose municipality	
		Please see Color Key at bottom of sheet for limits on answers	
0000	Answer	Question	Comments
	N/A	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term? An example of such analysis can be found on the " <u>PERC Summary Form; Public Sector; Non-Police and Non-Fire; Section V Impact of Settlement</u> " and " <u>PERC Summary Form; Police and Fire; Section VII Impact of Settlement</u> "	
	Yes	A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system , and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at http://www.nj.gov/dep/floodcontrol/about.htm . <u>Does your municipality have, or is your municipality in the process of attaining, a Community Rating System ranking of at least Class 9?</u>	
9	N/A	If the ratio of assessed values to market values in your municipality is presently less than 65%, is your municipality in the process of conducting a reassessment or revaluation?	The Borough is not below 65%.
	Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. While far more local officials are required to file Financial Disclosure Forms than simply local elected officials, their compliance is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2014 that covers the 2013 calendar year?</u>	

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
0000	Answer	Question
		Comments
11	N/A	<p>Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of such an authority is often appropriate, and many authorities successfully and efficiently fulfil their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. <u>N.J.S.A. 40A:5A-20</u> allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether the authority's continued existence is appropriate, and whether the authority is appropriately and efficiently serving its residents. <u>Does the governing body meet at least once annually to discuss an assessment of the authority or authorities they have created?</u></p>
		Finance & Audit - FA
	Yes	<p>Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. <u>1) Are internal accounting, control processes, procedures and authorizations documented and communicated to staff; and 2) Does your Administrator/Manager or CFO, as appropriate, evaluate and discuss risk assessment annually with your governing body or an appropriate subcommittee thereof (such as the Audit or Finance Committee) with a focus on developing and updating accounting control processes, procedures and authorizations?</u> If you selected "yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee.</p>
		Discussion was held with the Governing Body in May 2014.

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
00:30	Answer	Question
		Comments
13	Yes	With respect to note sales (TANs, BANs, Emergency Notes and Special Emergency Notes), proper disclosure and communication with potential bidders can yield optimal results for a municipality. Knowing when to sell on a negotiated or competitive basis, aggregating note sales as much as possible, along with casting a "wide net" to attract the maximum number of bidders for a competitive note sale, is critical to achieving the lowest possible interest rate. <u>Is your municipality 1) marketing note sales beyond publishing the notice required by N.J.S.A. 40A:2-30, and beyond displaying a notice on your municipal website; and 2) issuing a prospectus, official statement or other document to potential lenders disclosing all material financial and budget information?</u>
14	Yes	Does your municipality have a Finance Committee (or equivalent) made up of one or more members of the governing body and other appropriate personnel, as may be needed, that meets at least monthly and discusses all significant financial issues? <u>If you answer "Yes", phrase state in the Comment section the approximate date of your municipality's most recent Finance Committee meeting.</u>
15	No	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. <u>Have all audit findings from the 2012 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2013 audit? If the answer is no, please list the repeat findings in the comments section. In the event your municipality wishes to appeal the result of this question, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.</u>

Friday, September 05, 2014

1) The Borough should establish a complete and accurate schedule of fixed assets. (This finding has been corrected in 2014) 2) The records for the trust other fund accounts were not in agreement with the cash activity as of 12.31.13. (This finding has been corrected in 2014).

Best Practices Worksheet CY 2014/SFY2015

		Click here, then click on arrow to choose municipality	
Q/C		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
	Yes	<p>The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. A "yes" answer is appropriate if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are retaining outside assistance to do so from an individual or entity separate from your municipality's audit firm. <i>Please note that item #2 cannot count as a "yes" answer if the Report of Audit contains comments and recommendations regarding the General Ledger or Cash Account balances not being reconciled.</i></p>	
17	Yes	<p>Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?</p>	

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
0000	Answer	Question
		Comments
13	Yes	N.J.S.A. 40A:5-4 requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of its fiscal year. Further, N.J.S.A. 40A:5-6 requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.
	No	For its most recent audit period completed, has the municipality: 1) not had findings reported in the Schedule of Findings and Questioned Costs related to potential or actual questioned costs; or 2) not accrued a liability or made payment to a grantor for questioned costs or disallowed expenditures; or 3) not been notified of an amount that must be refunded to a grantor as a result of a contract audit or for any other reason?
20	Yes	Pursuant to N.J.S.A. 40A: 2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file their Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
OSD	Answer	Question
		Comments
21	Yes	Local Finance Notice 2014-09 contains important information about the need for municipalities that have certain outstanding debt to abide by requirements to annually disclose certain information with respect to financial conditions. The continuing financial disclosure obligations are required by federal law and local agreements executed as part of past issuances of debt. Failure to comply can result in penalties against local governments and individual officers responsible for various filings. Failure to comply can also result in a lack of access to capital markets. Has your CFO done all of the following: (1) reviewed Local Finance Notice 2014-09; and (2) undertaken, or caused to be undertaken, a review of past compliance with such requirements?
22	Yes	Is your municipality up to date and fully compliant with continuing disclosure obligations as discussed in the previous question?
	No	Procurement - P Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at http://www.nj.gov/dca/divisions/digs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc . Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements? Changes in energy markets could potentially offer substantial savings for local governments. Local Finance Notice 2012-12 provides important guidance on the competitive procurement of energy. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) whether the cooperative or competitive procurement of energy would benefit your municipality? If you answer "Yes", please state in the Comment section the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee. You may only answer "N/A" if your municipality already participates in competitive energy procurement.
	Yes	Friday, January 03, 2014 The Borough is in the process of implementing this ordinance.

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality Please see Color Key at bottom of sheet for limits on answers		
0000	Question	Comments
Answer		
Yes	<p>The Local Finance Board recently adopted new rules, outlined in <u>Local Finance Notice 2013 12</u>, expanding municipalities' ability to purchase goods and services with procurement cards. The most significant change is the elimination of the prior per-transaction monetary limitation on P-Cards (15% of local unit's bid threshold) where a Qualified Purchasing Agent manages a local unit's P-Card program. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) how and whether a procurement card program could benefit the municipality or, if a procurement card program already exists, whether the program complies with the new regulations? If you answered "Yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee. If your municipality has a procurement card program, please name the vendor in the Comment section.</p>	<p>Discussion was held with the Governing Body in June 2014.</p>
N/A	<p>P.L. 2013, c. 37, known as the "Sandy Integrity Monitor Law", requires the State Treasurer to assign monitors to recovery and rebuilding-related contracts \$5 million or above, and grants the Treasurer discretion to assign monitors on contracts below \$5 million. Pursuant to authority granted under the law, all Sandy-related recovery and rebuilding contracts over \$2 million awarded by local governments must be reported to the State Department of Treasury. Please access Treasury's Sandy website at http://www.state.nj.us/treasury/news-sandy.shtml for more information on your municipality's responsibilities under the Sandy Integrity Monitor Law. Has your municipality reported all Superstorm Sandy-related contracts over \$2 million to the State Treasurer?</p>	<p>The Borough had minimum damage from Storm Sandy and the Borough does not have any contracts over \$2 million dollars.</p>

Best Practices Worksheet CY 2014/SFY2015

C405	Answer	Click here, then click on arrow to choose municipality <i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Question		Comments
	Yes	<p>N.J.S.A. 40A:11-5 (a)(i) states that, if a municipality utilizes the professional services exemption from the Local Public Contracts Law, "The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the [] municipality...". With respect to the award of professional services contracts, is your municipality complying with the above referenced provision of the Local Public Contracts Law?</p>	
		Budget Preparation and Presentation - BP	
28	Yes	<p>In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?</p>	
29	Yes	<p>In preparing your annual budget for the current year, it is important that the impact that current budgeting decisions may have on future years' budgets be presented, evaluated and considered before the governing body takes final action. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical to sustaining (or achieving) a solid fiscal condition. Are budget projections 1) factoring in the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two future year's budgets, and 2) are these budget projections discussed with the governing body?</p>	

Best Practices Worksheet CY 2014/SPV2015

3000		<p>Click here, then click on arrow to choose municipality</p> <p><i>Please see Color Key at bottom of sheet for limits on answers</i></p>	
Answer		Question	Comments
N/A		<p>Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard & Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?</p>	
Yes		<p>Do elected officials receive a <u>written</u> status report at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?</p>	
Yes		<p>In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?</p>	
Yes		<p><u>N.J.S.A. 40A:4-5</u> requires that calendar year municipalities approve their introduced budgets no later than February 10, unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u>. Did your municipality approve its introduced current year budget no later than the date provided by law or as extended by the Director?</p>	
Yes		<p><u>N.J.S.A. 40A:4-10</u> requires that calendar year municipalities adopt their budgets no later than March 20, unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u>. Did your municipality adopt its current year budget no later than the date provided by law or as extended by the Director? This question may only be answered "N/A" if your municipality delayed its budget adoption because it awaited a Division determination concerning a grant award or Transitional Aid award.</p>	

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
0000	Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments
	Health Insurance - HI	
35	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.	
Yes	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?	
Yes	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?	The Borough is part of the State Health Benefits Program.
N/A		

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
0000	Question	Comments
Answer		
	<p>The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. <u>If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?</u></p>	<p>The Borough is part of the State Health Benefits Program.</p>
39	<p>N/A</p> <p>Prior to municipal officers and employees being required to substantially share in the cost of their health benefits, there was no disincentive to officers and employees accepting coverage even though they had alternative coverage. Many municipalities would offer payments in lieu of health benefits to encourage officers and employees to voluntarily drop coverage, provided they had coverage from another source. The policy often saved money by replacing the expensive cost of providing health care with the less expensive payment in lieu of health benefits. The need to pay officers and employees money to not take a health insurance benefit they can receive from another source has largely disappeared, because the cost of premium sharing will cause officers and employees to drop coverage if alternative coverage is available. <u>Has your municipality: (1) explored all necessary actions to end payments in lieu of health benefits (e.g. modifying collective bargaining agreements); and (2) either adopted or discussed at a public meeting a policy prohibiting payments in lieu of health benefits to officers and employees who are not contractually entitled to such payments? An answer of "N/A" is only applicable where there are no instances in the municipality of payments in lieu of health benefits.</u></p>	<p>The Borough does not have policy to pay employees in lieu of health benefits.</p>

Best Practices Worksheet CY 2014/SFY2015

		<p>Click here, then click on arrow to choose municipality</p> <p><i>Please see Color Key at bottom of sheet for limits on answers</i></p>	
0000	Answer		
	Question	<p>Personnel - PE</p>	<p>Comments</p>
40	Yes	<p>The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, municipal managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and are not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with your labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA? In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "jobs in blue"). Also, please note that compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period.</u></p>	
	Yes	<p>N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us. <u>Has your municipality filed all current contracts with PERC?</u></p>	
25	Yes	<p><u>Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel?</u></p>	

Best Practices Worksheet CY 2014/SFY2015

	Click here, then click on arrow to choose municipality	
3000	<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments
Yes	Accurate records of employee time are critical not only for financial accountability, but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
No	Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?	The Borough has a cap of \$10,000

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
0000	Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments
45 Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work? The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. <u>Does your municipality limit benefits for work-related injuries to the above statutory benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
47 N/A	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$595 for disabilities beginning on or after 1/1/13. <u>Does your municipality refrain from supplementing the Temporary Disability benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. Only answer "N/A" if your municipality does not participate in the State Temporary Disability Program.	
48 Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees? For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
49 Yes		

Best Practices Worksheet CY 2014/SFY2015

Click here, then click on arrow to choose municipality		
Please see Color Key at bottom of sheet for limits on answers		
Answer	Question	Comments
Yes	Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality's policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees' rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. <u>Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years? If yes, please provide in the Comments section the date of the meeting during which the personnel manual was adopted.</u>	January 13, 2012 - Admended October 5, 2012
0	Select	
37	Yes	
4	No	
9	N/A	
0	Prospective	
50	Total Answered:	
46	Score (Yes + N/A + Prospective)	
92%	Score %	
0%	Percent Withheld	
Chief Administrative Officer's Certification		
I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.		Certification #(s) N/A
Name & Title Christopher Ridings, Administrator		Date 10/06/14
Chief Financial Officer's Certification		
I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.		Certification #(s)
Name Neil Young		N-0917
		Date 10/06/14

Best Practices Worksheet CY 2014/SFY2015

	Click here, then click on arrow to choose municipality		
0000	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
Answer	Question	Comments	
	Municipal Clerk's Certification		
	I hereby certify that the Governing Body of the Borough of West Wildwood in the County of		
	Cape May discussed/will discuss the CY 2014/SFY 2015 Best Practice Inventory as		
	completed herein at a public meeting on 10/03/2014, with the Inventory results, and the		
	certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to		
	be stated in the minutes of said public meeting.		
	Name: Donna L. Frederick	Certification #(s)	
		C-1730	
		Date 10/06/14	

	Click here, then click on arrow to choose municipality			
0000	Please see Color Key at bottom of sheet for limits on answers			
Answer	Question			Comments
	Red = Repeat Question; Prospective answers not permitted			
	Blue = Questions where neither "not applicable" nor "N/A" answers are permitted			
	Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted			
	No Color = "Yes", "No", "Prospective" and "Not Applicable" are all permissible answers			
	# of Questions scored yes, prospective, or "not applicable"	Amount of Aid Disbursed	Impact on final 5% aid payment/impact on total aid	
	41-50	100%	No penalty	
	33-40	80%	Lose 20% which equals 1% of total aid	
	25-32	60%	Lose 40% which equals 2% of total aid	
	17-24	40%	Lose 60% which equals 3% of total aid	
	9-16	20%	Lose 80% which equals 4% of total aid	
	0-8	0%	Lose 100% which equals 5% of total aid	
Question	Table of Weblinks			
4	http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf			
7	http://www.state.nj.us/perc/Collective_Bargaining_Agreement_Summary_Form_Police_and_Fire_2012.04.02_Instructions_and_Example.pdf			
8	http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system			
8	http://www.nj.gov/dep/floodcontrol/about.htm			
20	http://www.nj.gov/dca/divisions/dlgs/lfrs/13/2013-3.pdf			
21	http://www.nj.gov/dca/divisions/dlgs/lfrs/14/2014-09.pdf			
23	http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc			
24	http://www.nj.gov/dca/divisions/dlgs/lfrs/12/2012-12.pdf			
25	http://www.nj.gov/dca/divisions/dlgs/lfrs/13/2013-17.pdf			
26	http://www.state.nj.us/treasury/news-sandy.shtml			

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

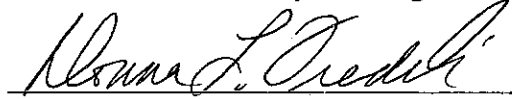
RESOLUTION 2014-097

DECLARING TRICK OR TREAT TO BE HELD ON FRIDAY, OCTOBER 31, 2014
FROM 5:00pm TO 8:00pm

BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Trick or Treat, be and the same shall be observed in the Borough of West Wildwood, on Friday, October 31, 2014, between the hours of 5:00pm and 8:00pm.

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

I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.



Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2014-098

**AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND
EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR Q AVENUE ROADWAY RECONSTRUCTION PROJECT
HEREBY IDENTIFIED AS MA-2015-WEST WILDWOOD BOROUGH-00207**

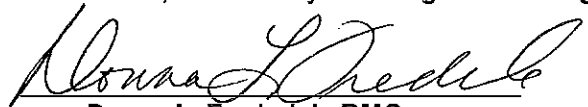
WHEREAS, the Board of Commissioners of the Borough of West Wildwood, formally approve the grant application for the New Jersey Department of Transportation Q Avenue Roadway Reconstruction Project.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2015-West Wildwood Borough-00207 to the New Jersey Department of Transportation on behalf of the Borough of West Wildwood.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of West Wildwood and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

	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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.



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

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

RESOLUTION 2014-099

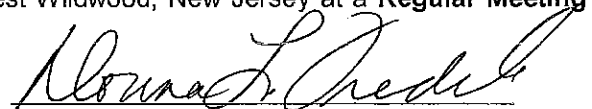
**AUTHORIZING THE BOROUGH ENGINEER TO PROCEED WITH THE LEGAL
ADVERTISEMENT FOR PUBLIC BID OF THE NEPTUNE AVENUE
FEMA MITIGATION PROJECT**

WHEREAS, the Borough of West Wildwood FEMA Mitigation Project #DR-1889-NJ; HMGP #1889-0001 plans are completed and it is necessary for the Borough Engineer to advertise this project for public bid.

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 Engineer be and is hereby authorized to proceed with the legal advertisement for the Neptune Avenue FEMA Mitigation Project, as provided by 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2014-100

APPOINTMENT OF MUNICIPAL REGISTRAR

WHEREAS, Donna L. Frederick was appointed Municipal Clerk for a three (3) year term, commencing December 4, 2013; and

WHEREAS, the appointment of Municipal Registrar shall coincide with the three year appointment of the Municipal Clerk; 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the following appointment be and is 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 Dec. 4, 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.



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

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

RESOLUTION 2014-101

**AUTHORIZING THE RETAINER FEE FOR PROFESSIONAL SERVICES OF SPECIAL
COUNSEL LOUIS M. BARBONE**

WHEREAS, Mr. Louis M. Barbone, of the Law Firm of Jacobs & Barbone, P.A., a Professional Corporation was awarded a Non-Fair and Open Contract for Professional Services as Special Counsel through Resolution 2014-031 adopted on March 7, 2014; and

WHEREAS, Mr. Barbone was further authorized to initiate a claim against MEL/JIF for its bad-faith denial of insurance coverage through Resolution 2014-096 adopted on September 23, 2014; and

WHEREAS, it is the desire of the Governing Body to authorize Mr. Barbone to handle any other legal matters that are deemed necessary in his capacity as Special Counsel for the Borough of West Wildwood; and

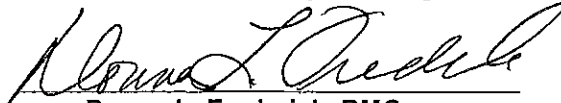
WHEREAS, a General Retainer Agreement for such Legal Services along with the terms of the representation has been submitted with a retainer fee of \$10,000.00 for said services for the term ending September 23, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Borough of West Wildwood, County of Cape May, State of New Jersey that the Deputy Mayor is hereby authorized on behalf of the Borough to sign the General Retainer Agreement.

BE IT FURTHER RESOLVED, that a certificate of Availability of Funds from the Chief Financial Officer is attached hereto in the amount of \$10,000.00.

	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, RMC, Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.


Donna L. Frederick, RMC
Municipal Clerk

JACOBS & BARBONE, P.A.

EDWIN J. JACOBS, JR.

LOUIS M. BARBONE

ARTHUR J. MURRAY

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1125 PACIFIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401

PHONE: (609) 348-1125

FAX: (609) 348-3774

E-MAIL: JACOBSEBARBONE@COMCAST.NET

ERIC H. LUBIN

MICHAEL F. MYERS

YOONIEH AHN

September 24, 2014

Mary D'Arcy Bittner, Special Counsel
Boro of West Wildwood
701 West Glenwood Avenue
West Wildwood, NJ 08260

Re: Boro of West Wildwood v. MEL/JIF
Our File No. 14572

Dear Mary:

This confirms our telephone conference of September 17, 2014. I would agree to assume the Boro's representation in a potential declaratory judgment action against the MEL/JIF for its disclaimer of coverage with regard to the pending lawsuit captioned Ferentz v. Frederick and the Boro of West Wildwood.

As I understand it from our telephone conference, the MEL/JIF denied coverage almost a year ago. There has been no claim filed, but the underlying lawsuit continues in leaving the Boro exposed. The purpose of our engagement therefore would be to compel coverage and defense costs.

For that purpose I enclose here a General Retainer Agreement which sets a retainer of \$10,000 from which work will be billed hourly. The hourly rate would be set at \$150 for associate attorneys and \$175 for my time. (My standard hourly rate is \$400.) I reduce the hourly rate as a courtesy to the Boro.

I understand that official action by way of Resolution is required and therefore await your further advice. We also discussed the documents and materials you will be forwarding for my initial review and action. It was a pleasure discussing the matter and I look forward to the opportunity of serving the Boro's interests.

Very truly yours,

Jacobs & Barbone, P.A.


Louis M. Barbone

LMB/tah
Enclosure

JACOBS & BARBONE, P.A.
GENERAL RETAINER AGREEMENT
FOR LEGAL SERVICES

OUR FILE NO. 14572

The **BORO OF WEST WILDWOOD** hereby agrees to retain and do retain the law firm of **JACOBS & BARBONE, P.A.**, for the purposes of representing it in an action captioned:

Boro of West Wildwood v. MEL/JIF

upon the following terms and conditions:

1. Legal services shall be billed at the rate of \$150.00 to \$175.00 per hour, dependent upon the billing rate of the attorney performing the legal services. These rates are subject to year end revision. I will forthwith pay to the law firm of **JACOBS & BARBONE, P.A.**, the sum of \$10,000.00 as a retainer to be deposited into the **JACOBS & BARBONE, P.A.** Trust Account and billed against monthly.

2. I understand and agree that once my initial retainer is billed below \$0.00 the Boro will be required to replenish the account upon thirty days notice.

3. In addition to fees for legal services, I understand that I am personally responsible for the payment of all costs, as they are incurred. These include, but are not limited to the following:

- Paralegal(s) and/or Law Clerk(s) (billed at \$ 100.00 to \$ 125.00 per hour)
- In House Investigative Services (billed at \$50.00 per hour)
- Secretarial (billed at \$15.00 per hour)
- Court costs
- Court reporters and transcript costs
- Duplication costs including photocopy expenses and facsimile transmittals
- Expert witness fees including, but not limited to, accountants, certified public accountants, real estate brokers, agents and appraisers, etc.
- Lay witness fees
- Subpoena costs
- Conference Calls and/or Other Long Distance or Extraordinary telephone use
- All other expenses associated with this litigation

These rates are subject to year end revision. I agree to pay the law firm of **JACOBS & BARBONE, P.A.**, the sum of \$0.00 as a deposit towards these costs.

4. Monthly bills for legal fees and costs will be submitted by **JACOBS & BARBONE, P.A.**, to me, which bills shall be payable in full upon receipt. All bills shall be my personal responsibility. Court awards of counsel fees and/or costs do not affect my personal responsibility.

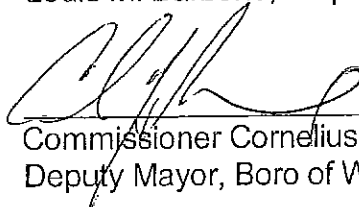
5. **JACOBS & BARBONE, P.A.**, reserves the right at any time to withdraw as counsel by reason of non-payment of legal fees and/or costs and/or for other good cause or as ordered by the Court.

SIGNATURES. You and the Law Firm of **JACOBS & BARBONE, P.A.** have read and agree to the terms and conditions set forth in this General Retainer Agreement for Legal Services. The Law Firm of **JACOBS & BARBONE, P.A.** has answered all of your questions and fully explained this General Retainer Agreement to your complete satisfaction. You have been given a signed copy of this General Retainer Agreement.

Law Firm: **Jacobs & Barbone, P.A.**

By: _____
Louis M. Barbone, Esquire

Dated: 9/25/14

By:  _____
Commissioner Cornelius Maxwell,
Deputy Mayor, Boro of West Wildwood

ADDENDUM NO. 1
ADDENDUM TO LEGAL SERVICES AGREEMENT IN CIVIL MATTERS
CONTINGENT OR RETAINER.

This Addendum is provided to you at the inception of the firm's representation to apprise you of a recent law passed in the State of New Jersey. Specifically, N.J.S.A. 2A:17-56.37, known as Senate Bill 1869 was approved by the Senate on January 5, 1996 to become effective May 6, 1996. This law is enacted for the purpose of holding civil awards or settlements to pay past due child support obligations of the client.

Under this law the attorney representing you in this matter has a legal obligation upon settlement or award on your behalf to submit a certification to the Probation Department of the County of your residence with the following information: Your name, address, Social Security No., birth date and the name of the parties to receive the monetary award or settlement at issue. This information must be disclosed by the attorney and you have no right to prevent the attorney from disclosing it. An attorney who fails to do so violates the law and is therefore subject to both legal and ethical charges.

As such, when a settlement or award is received in your case, I will be required to provide the Probation Department of your home county with all the above information. I am additionally required under this law to withhold any payment of award or settlement to you for at least thirty (30) days from the date the Certification is filed with the Probation Department. In the event the Probation Department responds within that thirty (30) days period and claims child support is past due, further proceedings will be required. If the Probation Department advises within thirty (30) days of no past child support, the monies due to you would be released immediately. If the Probation Department fails to respond within the thirty (30) day period, I am authorized by law to disburse the monies to you without further contact or delay.

The law provides that attorneys are immunized from civil or criminal liability from their clients or otherwise where they retain monies for thirty (30) days or where they disburse those monies to the Probation Department when directed to do so. The law does not require an attorney to withhold monies from any award or settlement that are for attorneys fees, witness fees, court costs, health care provider costs, or medical expenses.

As such, your case upon conclusion must comply with the above requirements.

JACOBS & BARBONE ELECTRONIC STORAGE
DISCLOSURE AND CLIENT ELECTION FORM

During the life of your case, the firm of Jacobs & Barbone, P.A., maintains a complete paper and electronic copy of your file. Our firm practice is to provide you a copy of all materials created and received throughout the course of your litigation. The firm believes that it is critical to keep you apprised of all developments in your case by forwarding copies of all materials created and received in the course of your litigation.

At the conclusion of your case, you have the absolute right to receive the paper copy of your file. Although the paper copy of your file will be an exact duplicate of all the materials you receive throughout the life of your case, the complete paper file will be available to you upon final closure of your file. The purpose of this Addendum is to inform you of the firm's electronic storage system and your ability to request and receive the complete file at the conclusion of our representation.

Beginning on January 1, 2012, the firm began an electronic storage initiative. Every document in your file has been electronically scanned into our computer system. At the conclusion of our representation, your complete electronic file is then transferred to an external disk. As such, it is perpetually available to the firm in the event it is needed years or decades later. The paper file however, will not be retained by the firm. As such, if you desire to receive the final paper copy of your file at the conclusion of our representation, you must so elect on the form attached. Upon your election, the file will either be mailed to you, or you will be notified that it is available for pickup. The firm will continue to house paper copies of legally operative documents such as original stamped copies of court judgments, wills, and probate documents. At the conclusion of our representation, we will also provide you the original documents you brought to us, so that you can maintain them in their original form. We will not retain copies of your originals, although they will be available electronically.

The firm's electronic storage initiative also applies to criminal files. Any criminal file will be scanned into the firm's electronic storage system. At the conclusion of a criminal case, the electronic file will then be transferred to an external hard drive disk. The disk will be maintained perpetually. You, as the client, will be entitled to take the paper file for your own storage. Again, operative documents such as judgments of conviction, expungement orders, and other original court orders will be maintained in paper form. All of your personal documents provided to the firm will also be returned to you at the conclusion of the representation.

In the event you do not execute the election form which follows, the firm will proceed pursuant to the policy set forth above. In other words, the actual paper file will be destroyed and the firm will maintain an electronic copy of the file only. As such, it is critical that if you want the final paper file at the conclusion of your representation, that you fill out and execute the enclosed election form and return it to the firm.

JACOBS & BARBONE ELECTRONIC STORAGE INITIATIVE

CLIENT ELECTION FORM

Case Name: Boro of West Wildwood v. MEL/JIF File No. 14572

Client Name: Boro of West Wildwood Phone No. 846-2077

Address: 701 W. Glenwood Ave., West Wildwood, NJ 08260

1. I retained the firm of Jacobs & Barbone, P.A., for representation in the above-captioned matter.

2. I received, reviewed and understood the firm's addendum to its retainer agreement entitled "Jacobs & Barbone Electronic Policy".

3. I received the Client Election Form (this document) when my representation began.

4. I direct that the firm provide me the complete paper copy of my file at the conclusion of the firm's representation.

Yes _____

No _____

5. At the conclusion of my case, when Jacobs & Barbone closes my file, I authorize the firm to destroy my copy of the paper file knowing that they will retain the file in electronic format and knowing further that legally operative documents will be retained perpetually by the firm. I recognize that with this election I will no longer be able to contact the firm and secure copies of my paper file unless I have elected to take the file at the conclusion of my case.

I authorize destruction of the file. Yes _____ No _____

I hereby execute this election form on this _____ day of _____, 20____,
and authorize the firm to proceed accordingly.

Client Signature

Dated: _____

JACOBS & BARBONE, P.A.

EDWIN J. JACOBS, JR.
LOUIS M. BARBONE
ARTHUR J. MURRAY

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1125 PACIFIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401
PHONE: (609) 348-1125
FAX: (609) 348-3774
E-MAIL: JACOBSBARBONE@COMCAST.NET

MICHAEL F. MYERS
YOONTEH AHN

October 15, 2014

Via Email: cridings@westwildwood.org

Chris Ridings, Administrator
Borough of West Wildwood
701 West Glenwood Avenue
West Wildwood, N.J. 08260

RE: Boro of West Wildwood v. MEL/JIF
Our File No. 14,572

Dear Chris:

I enclose here a fully executed Agreement to Provide Legal Services for your file.

Very truly yours,

JACOBS & BARBONE, P.A.


Louis M. Barbone

LMB:es
Enclosure

JACOBS & BARBONE, P.A.
GENERAL RETAINER AGREEMENT
FOR LEGAL SERVICES

OUR FILE NO. 14572

The **BORO OF WEST WILDWOOD** hereby agrees to retain and do retain the law firm of **JACOBS & BARBONE, P.A.**, for the purposes of representing it in an action captioned:

Boro of West Wildwood v. MEL/JIF

upon the following terms and conditions:

1. Legal services shall be billed at the rate of \$150.00 to \$175.00 per hour, dependent upon the billing rate of the attorney performing the legal services. These rates are subject to year end revision. I will forthwith pay to the law firm of **JACOBS & BARBONE, P.A.**, the sum of \$10,000.00 as a retainer to be deposited into the **JACOBS & BARBONE, P.A.** Trust Account and billed against monthly.

2. I understand and agree that once my initial retainer is billed below \$0.00 the Boro will be required to replenish the account upon thirty days notice.

3. In addition to fees for legal services, I understand that I am personally responsible for the payment of all costs, as they are incurred. These include, but are not limited to the following:

- Paralegal(s) and/or Law Clerk(s) (billed at \$ 100.00 to \$ 125.00 per hour)
- In House Investigative Services (billed at \$50.00 per hour)
- Secretarial (billed at \$15.00 per hour)
- Court costs
- Court reporters and transcript costs
- Duplication costs including photocopy expenses and facsimile transmittals
- Expert witness fees including, but not limited to,
accountants, certified public accountants, real estate
brokers, agents and appraisers, etc.
- Lay witness fees
- Subpoena costs
- Conference Calls and/or Other Long Distance or Extraordinary telephone use
- All other expenses associated with this litigation

These rates are subject to year end revision. I agree to pay the law firm of **JACOBS & BARBONE, P.A.**, the sum of \$0.00 as a deposit towards these costs.

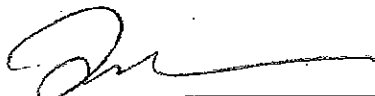
4. Monthly bills for legal fees and costs will be submitted by **JACOBS & BARBONE, P.A.**, to me, which bills shall be payable in full upon receipt. All bills shall be my personal responsibility. Court awards of counsel fees and/or costs do not affect my personal responsibility.

5. **JACOBS & BARBONE, P.A.**, reserves the right at any time to withdraw as counsel by reason of non-payment of legal fees and/or costs and/or for other good cause or as ordered by the Court.

SIGNATURES. You and the Law Firm of **JACOBS & BARBONE, P.A.** have read and agree to the terms and conditions set forth in this General Retainer Agreement for Legal Services. The Law Firm of **JACOBS & BARBONE, P.A.** has answered all of your questions and fully explained this General Retainer Agreement to your complete satisfaction. You have been given a signed copy of this General Retainer Agreement.

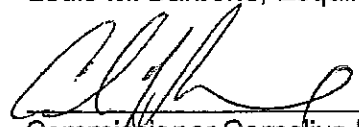
Law Firm: **Jacobs & Barbone, P.A.**

By:


Louis M. Barbone, Esquire

Dated: 9/25/14

By:


Commissioner Cornelius Maxwell,
Deputy Mayor, Boro of West Wildwood

ADDENDUM NO. 1
ADDENDUM TO LEGAL SERVICES AGREEMENT IN CIVIL MATTERS
CONTINGENT OR RETAINER.

This Addendum is provided to you at the inception of the firm's representation to apprise you of a recent law passed in the State of New Jersey. Specifically, N.J.S.A. 2A:17-56.37, known as Senate Bill 1869 was approved by the Senate on January 5, 1996 to become effective May 6, 1996. This law is enacted for the purpose of holding civil awards or settlements to pay past due child support obligations of the client.

Under this law the attorney representing you in this matter has a legal obligation upon settlement or award on your behalf to submit a certification to the Probation Department of the County of your residence with the following information: Your name, address, Social Security No., birth date and the name of the parties to receive the monetary award or settlement at issue. This information must be disclosed by the attorney and you have no right to prevent the attorney from disclosing it. An attorney who fails to do so violates the law and is therefore subject to both legal and ethical charges.

As such, when a settlement or award is received in your case, I will be required to provide the Probation Department of your home county with all the above information. I am additionally required under this law to withhold any payment of award or settlement to you for at least thirty (30) days from the date the Certification is filed with the Probation Department. In the event the Probation Department responds within that thirty (30) days period and claims child support is past due, further proceedings will be required. If the Probation Department advises within thirty (30) days of no past child support, the monies due to you would be released immediately. If the Probation Department fails to respond within the thirty (30) day period, I am authorized by law to disburse the monies to you without further contact or delay.

The law provides that attorneys are immunized from civil or criminal liability from their clients or otherwise where they retain monies for thirty (30) days or where they disburse those monies to the Probation Department when directed to do so. The law does not require an attorney to withhold monies from any award or settlement that are for attorneys fees, witness fees, court costs, health care provider costs, or medical expenses.

As such, your case upon conclusion must comply with the above requirements.

JACOBS & BARBONE ELECTRONIC STORAGE
DISCLOSURE AND CLIENT ELECTION FORM

During the life of your case, the firm of Jacobs & Barbone, P.A., maintains a complete paper and electronic copy of your file. Our firm practice is to provide you a copy of all materials created and received throughout the course of your litigation. The firm believes that it is critical to keep you apprised of all developments in your case by forwarding copies of all materials created and received in the course of your litigation.

At the conclusion of your case, you have the absolute right to receive the paper copy of your file. Although the paper copy of your file will be an exact duplicate of all the materials you receive throughout the life of your case, the complete paper file will be available to you upon final closure of your file. The purpose of this Addendum is to inform you of the firm's electronic storage system and your ability to request and receive the complete file at the conclusion of our representation.

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The firm's electronic storage initiative also applies to criminal files. Any criminal file will be scanned into the firm's electronic storage system. At the conclusion of a criminal case, the electronic file will then be transferred to an external hard drive disk. The disk will be maintained perpetually. You, as the client, will be entitled to take the paper file for your own storage. Again, operative documents such as judgments of conviction, expungement orders, and other original court orders will be maintained in paper form. All of your personal documents provided to the firm will also be returned to you at the conclusion of the representation.

In the event you do not execute the election form which follows, the firm will proceed pursuant to the policy set forth above. In other words, the actual paper file will be destroyed and the firm will maintain an electronic copy of the file only. As such, it is critical that if you want the final paper file at the conclusion of your representation, that you fill out and execute the enclosed election form and return it to the firm.

JACOBS & BARBONE ELECTRONIC STORAGE INITIATIVE

CLIENT ELECTION FORM

Case Name: Boro of West Wildwood v. MEL/JIF File No. 14572

Client Name: Boro of West Wildwood Phone No. 846-2077

Address: 701 W. Glenwood Ave., West Wildwood, NJ 08260

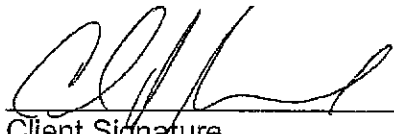
1. I retained the firm of Jacobs & Barbone, P.A., for representation in the above-captioned matter.
2. I received, reviewed and understood the firm's addendum to its retainer agreement entitled "Jacobs & Barbone Electronic Policy".
3. I received the Client Election Form (this document) when my representation began.
4. I direct that the firm provide me the complete paper copy of my file at the conclusion of the firm's representation.

Yes ✓ No

5. At the conclusion of my case, when Jacobs & Barbone closes my file, I authorize the firm to destroy my copy of the paper file knowing that they will retain the file in electronic format and knowing further that legally operative documents will be retained perpetually by the firm. I recognize that with this election I will no longer be able to contact the firm and secure copies of my paper file unless I have elected to take the file at the conclusion of my case.

I authorize destruction of the file. Yes No

I hereby execute this election form on this 29 day of SEPT, 2014, and authorize the firm to proceed accordingly.



Client Signature

Dated: 9/29/14

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

RESOLUTION 2014-102
ASSESSMENT OF GRASS CUTTING COSTS

WHEREAS, Ordinance 434 of the Borough of West Wildwood authorizes the assessment of costs to properties associated with the elimination of certain growths, grass, materials, and/or debris as determined by the Supervisor of the Public Works Department; and

WHEREAS, said Supervisor has certified to the Governing Body a list of properties to be assessed with the associated costs.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that the following assessments and liens are hereby assigned to the listed properties

Block	Lot	Property Address	Amount
101	30 & 30.01	600/602 W. 26 th St.	\$ 2,380.80

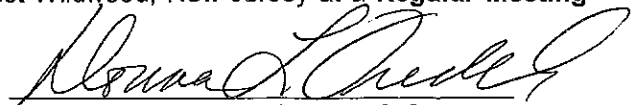
BE IT FURTHER RESOLVED that the Municipal Assessor and Tax Collector take the appropriate action in assigning such charges as liens to be added to and become a part of the taxes next to be assessed and levied upon said lands; and

BE IT FURTHER RESOLVED that the associated assessments and liens shall bear the same interest at the same rate as taxes and shall be collected and enforced by the same Municipal Officers and in the same manner as taxes; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to both the Municipal Tax Assessor and Municipal Tax Collector upon its 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2014-103

**AUTHORIZING THE CONSIGNMENT AGREEMENT BETWEEN
THE BOROUGH OF WEST WILDWOOD AND GANNETT HEALTHCARE GROUP
FOR ELPH IDENTIFICATION BANDS**

WHEREAS, Gannett Healthcare Group, a division of Gannett Satellite Information Network, Inc., ("Gannett"), with offices at 7950 Jones Branch Drive, McLean, Virginia, 22107; and

WHEREAS, Gannett sells the ELPH band branded identification product and related identification services ("ELPH BANDS"); and

WHEREAS, the Borough wishes to promote the ELPH Bands to the residents of the Borough of West Wildwood; and

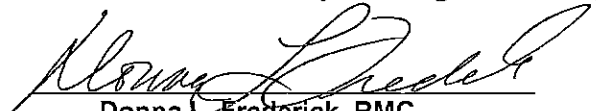
WHEREAS, the cost to participants purchasing the ELPH Bands through Gannett is \$15.00 each and the Borough will receive a Commission Share of \$5.00 per band.

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 be and is hereby authorized to enter into said agreement for a term of one year.

BE IT FURTHER RESOLVED that a copy of said executed agreement shall be 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.


Donna L. Frederick, RMC
Municipal Clerk

CONSIGNMENT AGREEMENT

This Consignment Agreement (this "**Agreement**") is entered into as of 8-8-2014 (the "**Effective Date**") by and between

Chris Ridings
Administrator
Borough of West Wildwood
701 West Glenwood Avenue
West Wildwood, NJ 08260

and ELPH band, a business of Gannett Healthcare Group, a division of Gannett Satellite Information Network, Inc., ("**Gannett**"), with offices at 7950 Jones Branch Drive, McLean, Virginia 22107.

WHEREAS, Gannett sells the ELPH band branded identification product and related identification services ("**ELPH bands**");

WHEREAS, Retailer wishes to promote and market the ELPH Bands;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Promote and Market.** Subject to the terms of this Agreement, during the Term (defined below), Gannett grants Retailer a non-exclusive right to display, and showcase ELPH bands on their websites or in their onsite locations. Purchases of ELPH Band will be processed through the ELPH Band web site and sent to ELPH order process and methods and Elph Band sales results in becoming a Gannett ("Customer"),
2. **Pricing.** Retailer agrees promote ELPH Band items only at a price of \$15.00 each
3. **Commission Share.** For each ELPH band referred by Retailer through the ELPH Band website, Retailer shall receive \$5.00 commission per band.
4. **Payment Terms.** Gannett shall make monthly payments, when the total of commission due reaches \$250.00 at the end of a sales period which closes each end of month, for all ELPH bands sold in the prior month or months. Gannett will provide Retailer record of referral sales and shall send reporting to Retailer each month with sufficient detail to account for any payments due.
5. **Marks.** Gannett hereby grants to Retailer, during the Term, a limited, non-exclusive and non-transferable license to use, reproduce and display the ELPH band Marks (defined below) as necessary to exercise Retailer's rights and to perform Retailer's obligations set forth in this Agreement and for no other purpose. All use by Retailer of the Gannett Marks shall be in compliance with Gannett's then-current trademark usage guidelines provided to Retailer in writing. Retailer will display the appropriate proprietary rights notice, including use of the encircled "R" symbol ("®") and/or the letters "TM" or "SM," as appropriate, in conjunction with display of Gannett's Marks. Should Gannett find objectionable any use of its Marks by Retailer, Gannett will have the right to revoke, with respect to the objectionable use, the rights granted to Retailer under this Agreement to use such Marks, and Retailer will immediately cease using the applicable Marks in the

manner found objectionable by the licensor of such Marks. As used in this Agreement, "Marks" means Gannett's ELPH band related trademarks, service marks and associated logos that Gannett may designate from time to time for use in connection with this Agreement.

6. **Term and Termination.** The initial term of this Agreement shall be ~~1 year~~ (the "Initial Term"). This agreement may be renewed or extended for additional one year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), by mutual written agreement. This Agreement may be terminated by either party, for any reason or no reason, by providing 60 days' advanced written notice to the other party. This Agreement may be terminated by either party for the material breach by the other party which remains uncured after 30 days written notice thereof. Sections 9-14 shall survive expiration or termination of this Agreement, along with Retailer's obligations to pay for any ELPH bands sold but as yet unpaid, and to return any unsold ELPH bands, plus the indemnification obligation of Retailer in Section 7 hereof.
7. **Confidentiality.** Each party agrees that: (i) it will not disclose to any third party any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; (ii) it will not use any Confidential Information disclosed to it by the other party except as necessary to perform its obligations under this Agreement; and (iii) it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such party uses reasonable efforts to request confidential treatment or a protective order before such disclosure; (b) on a "need-to-know" basis to its legal counsel, accountants, employees and agents who are obligated to maintain the confidentiality of such information. In addition, each party may disclose the terms of this Agreement on a confidential basis to current or prospective investors in or acquirers of such party. Upon termination or expiration of this Agreement, or at the request of the disclosing party, the receiving party shall (at its option) return the Confidential Information to the disclosing party, or destroy it and, upon the disclosing party's request, certify that it has taken such action. The parties' obligations under this Section 12 will survive for a period of two (2) years following any expiration or termination of this Agreement. As used herein, "Confidential Information" means the terms and conditions of this Agreement, and all non-public information about the disclosing party's (or its suppliers') business or activities that is marked or designated by such party as "confidential or "proprietary" at the time of disclosure or that reasonably would be understood to be confidential given the circumstances of disclosure. Without limiting the generality of the foregoing, Confidential Information will include, with respect to the parties and their respective Affiliates: all non-public business information pertaining to each party or its Affiliates, including, but not limited to, information relating to planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; sales, profits, organizational structure and restructuring, new business initiatives and finances; services and products, product designs, and how such products are administered and managed; any confidential information of third parties with which each party or its Affiliates conduct business. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;

(iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party.

8. **Taxes.** Gannett shall be responsible for collecting and paying any sales tax or other taxes related to the ELPH bands purchases collected from Retailer's sales referrals, and is responsible for payment of any taxes resulting from this Agreement.
9. **Ownership.** Gannett shall retain all right, title and interest (including all intellectual property rights) in and to its Marks, and Retailer shall not do anything inconsistent with such ownership or otherwise use Gannett's Marks in any way other than as provided herein. Retailer's use of Gannett's Marks shall inure to the benefit and be on behalf of Gannett, and any such use will not create in Retailer any right, title or interest in Gannett's Marks. Gannett shall retain all right, title and interest (including all intellectual property rights) in and to the ELPH bands.
10. **Warranties.** As between Retailer and Gannett, Gannett disclaims all warranties, express or implied, with respect to the ELPH bands, and they are sold to Retailer referral sales 'as is'. Customers shall be entitled only to Gannett's standard, published end user warranty as published by Gannett in the applicable terms of use.
11. **Limitation of Liability.** IN NO EVENT SHALL GANNETT BE LIABLE TO RETAILER FOR (A) ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY CAUSE OF ACTION EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (B) MORE THAN THE AGGREGATE AMOUNTS PAID BY RETAILER TO GANNETT IN THE IMMEDIATELY PRECEDING 12 MONTHS.
12. **Miscellaneous.**
 - a. **Notices.** Any notice provided pursuant to this Agreement will be in writing, and will be sent by U.S. mail, postage prepaid, certified mail return receipt requested or by overnight courier to the applicable party at the address set forth below or such other address specified in writing by the applicable party in accordance with this Section. Notices will be effective upon receipt.

To Gannett:

ELPH band, a business of Gannett Healthcare
Group, a division of Gannett Satellite
Information Network, Inc.
8 Huntington St., Suite 304
Shelton, CT 06484

Attn: Tony Bonazzo

With a copy to:

Law Department
Gannett Satellite Information Network, Inc.
7950 Jones Branch Drive
McLean, Virginia 22107

To Retailer:

With a copy to:

- b. Independent Contractors. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.
- c. Costs and Expenses. Except as otherwise expressly specified in this Agreement, each party will bear its own costs and expenses arising out of the performance of its obligations under this Agreement.
- d. Compliance with Laws. Each party shall comply with all applicable laws in connection with or related to this Agreement.
- e. No Publicity. Except as expressly permitted by this Agreement (including in Section 6 hereof), Retailer may not use Gannett's or any Gannett Affiliate's name, or any trademark, service mark, trade name, logo or other commercial or product designations for any purpose without the prior written consent of Gannett in each instance. Without limiting the generality of the foregoing, unless required by law, neither party will, without the prior written approval of the other party, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement.
- f. Assignment. Neither party may assign this Agreement without the written consent of the other party except that this Agreement may be assigned in its entirety by Gannett without Retailer's prior written consent to an Affiliate or by operation of law, merger, asset or stock sale or transfer.
- g. Choice of Law; Venue. This Agreement and performance hereunder will be governed by the laws of the State of New York, without regard to its conflicts of laws rules.
- h. Jury Trial Waiver. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.
- i. Non-Exclusivity. Nothing in this Agreement limits the ability of either party (i) to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under this Agreement, or (ii) to provide goods or services that compete with the goods or services of the other party.
- j. Entire Agreement; Waiver; Amendment. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The waiver or failure of either party to exercise any right provided for herein will not be deemed

a waiver of any further right hereunder. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

k. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

l. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Gannett Healthcare Group, a division of RETAILER
Gannett Satellite Information Network, Inc.

By: _____ By: _____

Name: _____ Name: CHRISTOPHER J. FOX

Title: _____ Title: MAYOR

Date: _____ Date: 10/3/14

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

RESOLUTION 2014-104

**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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **October 3, 2014**.


Donna L. Frederick, RMC
Municipal Clerk

October 2, 2014
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BOROUGH OF WEST WILDWOOD
Check Register By Check Id

Page No: 1

Range of Checking Accts: CURRENT to CURRENT Range of Check Ids: 10988 to 11019
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
PO #	Item	Description					
10988	10/02/14	00207 ACA COMPUTERS, INC.					985
14-00570	1	SERVICES FOR SEPT 2014	2,750.00	4-01-20-140-026	Budget		13
				Data Processing Maintenance			
14-00570	2	ADDITIONAL CHARGES	310.99	4-01-20-140-026	Budget		14
				Data Processing Maintenance			
			3,060.99				
10989	10/02/14	00308 ADP, INC.					985
14-00579	1	PAYROLL SERVICES SEPT 2014	105.13	4-01-20-130-028	Budget		34
				Payroll Services			
14-00579	2	PAYROLL SERVICES SEPT 2014	92.53	4-01-20-130-028	Budget		35
				Payroll Services			
			197.66				
10990	10/02/14	019011 ATLANTIC CITY ELECTRIC					985
14-00578	1	AC ELECTRIC FOR SEPT. 2014	995.63	4-01-31-430-000	Budget		27
				Electricity			
14-00578	2	AC ELECTRIC FOR SEPT. 2014	318.26	4-01-31-430-000	Budget		28
				Electricity			
14-00578	3	AC ELECTRIC FOR SEPT. 2014	2.42	4-01-31-430-000	Budget		29
				Electricity			
14-00578	4	AC ELECTRIC FOR SEPT. 2014	40.24	4-01-31-430-000	Budget		30
				Electricity			
14-00578	5	AC ELECTRIC FOR SEPT. 2014	1,807.29	4-01-31-435-000	Budget		31
				Street Lighting			
14-00578	6	AC ELECTRIC FOR SEPT. 2014	16.90	4-01-31-435-000	Budget		32
				Street Lighting			
14-00578	7	AC ELECTRIC FOR SEPT. 2014	363.06	4-01-31-430-000	Budget		33
				Electricity			
			3,543.80				
10991	10/02/14	01903 AT & T					985
14-00589	1	CALL CARDS/ POLICE/ SEPT 2014	47.80	4-01-31-440-000	Budget		49
				Telephone			
14-00589	2	CALL CARDS/ POLICE/ SEPT 2014	47.80	4-01-31-440-000	Budget		50
				Telephone			
14-00589	3	CALL CARDS/ POLICE/ SEPT 2014	0.00	4-01-31-440-000	Budget		51
				Telephone			
14-00607	1	CHARGES FOR AUG 2014	64.79	4-01-31-440-000	Budget		79
				Telephone			
14-00607	2	CHARGES FOR AUG 2014	52.30	4-01-31-440-000	Budget		80
				Telephone			
			212.69				
10992	10/02/14	028611 Its Called Solutions, LLC.					985
14-00597	1	HOSTING FEE - WEBSITE	65.00	4-01-20-140-026	Budget		60
				Data Processing Maintenance			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
10993	10/02/14	05203 C.M.C.M.U.A. WASTER WATER DIV.					985
14-00590	1	DISPOSAL FEES FOR AUGUST 2014	1,622.09	4-01-32-465-000 SOLID WASTE DISPOSAL	Budget		52
10994	10/02/14	06001 CITY OF WILDWOOD					985
14-00593	1	GASOLINE FOR SEPT 2014	1,750.91	4-01-31-460-000 Gasoline and Diesel	Budget		55
10995	10/02/14	06615 COMCAST OF WILDWOOD					985
14-00606	2	CHARGES FOR SEPT. 2014	102.85	4-01-31-440-000 Telephone	Budget		75
14-00606	3	CHARGES FOR SEPT. 2014	97.85	4-01-31-440-000 Telephone	Budget		76
14-00606	4	CHARGES FOR SEPT. 2014	55.95	4-01-31-440-000 Telephone	Budget		77
14-00606	6	CHARGES FOR SEPT. 2014	111.95	4-01-31-440-000 Telephone	Budget		78
			368.60				
10996	10/02/14	08201 DELTA DENTAL PLAN OF N.J. INC.					985
14-00584	1	MONTHLY BILL FOR OCT 2014	536.32	4-01-23-220-001 EMPLOYEE GROUP INSURANCE (OUTSIDE CAP)	Budget		46
14-00584	2	MONTHLY BILL FOR OCT 2014	51.53	4-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		47
			587.85				
10997	10/02/14	11802 DE LAGE LANDEN					985
14-00598	1	LEASE PAYMENT POLICE PRINTER	229.00	4-01-25-240-038 New Equipment	Budget		61
10998	10/02/14	14408 FORD MOTOR CREDIT COMPANY					985
14-00599	1	NEW HOLLAND BACKHOE - LEASE	1,731.91	4-01-26-290-063 lease	Budget		62
14-00600	1	SKID-STEER LEASE PAYMENT	659.62	4-09-55-513-000 EQUIPMENT PURCHASE	Budget		63
			2,391.53				
10999	10/02/14	15605 GALL'S INC.					985
14-00577	1	WOMENS STRYKE PANT	126.00	4-01-25-240-032 Uniforms	Budget		20
14-00577	2	PERFORMANCE S/S POLO	108.00	4-01-25-240-032 Uniforms	Budget		21
14-00577	3	PERFORMANCE S/S POLO	72.00	4-01-25-240-032 Uniforms	Budget		22
14-00577	4	PERFORMANCE S/S POLO	216.00	4-01-25-240-032 Uniforms	Budget		23
14-00577	5	PEERLESS MODEL 801 HINGED	165.60	4-01-25-240-038 New Equipment	Budget		24
14-00577	6	EVIDENCE BAG VARIETY KIT	62.10	4-01-25-240-038 New Equipment	Budget		25

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Check Register By Check Id

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq
10999	GALL'S INC.	Continued					
14-00577	7	SHIPPING	6.95	4-01-25-240-030	Budget		26
				Materials and Supplies			
			756.65				
11000	10/02/14	15616 CAFIERO & KAUFMANN					985
14-00618	1	PROFESSIONAL SERVICES RENDERED	2,916.66	4-01-20-155-027	Budget		85
				Legal Services			
14-00618	2	ADDITIONAL SERVICES FOR THE	1,092.00	4-01-20-155-027	Budget		86
				Legal Services			
			4,008.66				
11001	10/02/14	16009 WEX BANK					985
14-00608	1	GASOLINE FOR AUGUST 2014	173.24	4-01-31-460-000	Budget		81
				Gasoline and Diesel			
11002	10/02/14	18611 JOYCE MEDIA					985
14-00588	1	WEB DESIGN/PLANNING	981.95	4-01-20-120-028	Budget		48
				Other professional service			
11003	10/02/14	19602 THE HOME DEPOT #0943					985
14-00523	1	MILWAUKEE DRILL BIT SET	59.97	4-01-26-290-038	Budget		7
				Gen. Hardware-maint. supplies			
14-00523	2	MILWAUKEE STEP DRILL BIT	19.97	4-01-26-290-038	Budget		8
				Gen. Hardware-maint. supplies			
14-00567	1	GALLON KLEAN STRIP PAINT	22.95	4-01-26-290-038	Budget		9
				Gen. Hardware-maint. supplies			
14-00567	2	LINZEK CHIP BRUSH	3.48	4-01-26-290-038	Budget		10
				Gen. Hardware-maint. supplies			
			106.37				
11004	10/02/14	30007 LOWE'S # 1861					985
14-00513	1	5 GALLONS VALSPAR PAINT	131.72	4-01-26-310-030	Budget		1
				Materials and Supplies			
14-00513	2	6 PACK 9" ROLLER COVERS	7.98	4-01-26-310-030	Budget		2
				Materials and Supplies			
14-00513	3	ROLLER COVERS 4"	9.96	4-01-26-310-030	Budget		3
				Materials and Supplies			
14-00513	4	FIRE RESISTANCE DRY WALL	10.85	4-01-26-310-030	Budget		4
				Materials and Supplies			
14-00513	5	STUDS	6.24	4-01-26-310-030	Budget		5
				Materials and Supplies			
14-00513	6	PLUNGER DISC FOR SEWER	12.49	4-01-26-310-030	Budget		6
				Materials and Supplies			
			179.24				
11005	10/02/14	31220 MAX COMMUNICATIONS, INC.					985
14-00603	1	RECURRING CHARGE FOR SEPT	204.31	4-01-31-440-000	Budget		67
				Telephone			
11006	10/02/14	44606 REMINGTON, VERNICK & WALBERG					985
14-00615	1	ENGINEERING SERVICES FOR THE	2,805.00	4-01-20-165-028	Budget		83
				Professional Services			

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Check Register By Check Id

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Item	Description	Contract	Ref Seq
Amount Paid	Charge Account	Account Type		
11007	10/02/14	45678 AUTO ZONE		985
14-00568	1	TIRE PLUGS	8.99 4-01-26-290-034 Fleet Maintenance	Budget 11
14-00596	1	ACUMULATOR FOR A/C SYSTEM	78.99 4-01-26-290-034 Fleet Maintenance	Budget 58
14-00596	2	FREON FOR A/C	51.96 4-01-26-290-034 Fleet Maintenance	Budget 59
			139.94	
11008	10/02/14	46201 RUTGERS,THE STATE UNIVERSITY		985
14-00581	1	ACCOUNTING REVIEW FOR	488.00 4-01-20-100-042 GEN. ADMIN. EDUCATIONAL TRAINING	Budget 36
11009	10/02/14	46804 SANDPIPER EMBROIDERY		985
14-00575	1	NIKE GOLF SHIRTS	340.00 4-01-25-240-032 Uniforms	Budget 15
11010	10/02/14	47210 SERVICE TIRE TRUCK CENTER		985
14-00583	1	20" O RING	16.00 4-09-55-502-034 Fleet Maintenance	Budget 45
11011	10/02/14	47902 LABCORP		985
14-00617	1	BLOOK WORK FOR M. LEVENTHAL	173.00 4-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget 84
11012	10/02/14	48201 SOUTH JERSEY GAS COMPANY		985
14-00604	1	GAS CHARGES FOR SEPTEMBER 2014	0.00 4-01-31-446-000 Natural Gas	Budget 68
14-00604	2	GAS CHARGES FOR SEPTEMBER 2014	25.40 4-01-31-446-000 Natural Gas	Budget 69
14-00604	3	GAS CHARGES FOR SEPTEMBER 2014	69.42 4-01-31-446-000 Natural Gas	Budget 70
			94.82	
11013	10/02/14	48207 SOUTH JERSEY WELDING SUPPLY CO		985
14-00601	1	ACETYLENE CYL RENT	13.45 4-01-26-290-030 Materials and Supplies	Budget 64
14-00601	2	ARGON/MIX CYL RENT	13.45 4-01-26-290-030 Materials and Supplies	Budget 65
14-00601	3	OXYGEN CYL RENT	20.18 4-01-26-290-030 Materials and Supplies	Budget 66
			47.08	
11014	10/02/14	50102 THE PRESS		985
14-00610	1	VARIOUS LEGAL ADVERTISEMENTS	19.38 4-01-20-120-021 Legal Advertising	Budget 82
1015	10/02/14	65405 W. B. MASON		985
14-00569	1	QUALITY PACK OPEN SIDE BOOKLET	32.29 4-01-20-120-036 Office Supplies	Budget 12
14-00576	1	GREEN PAPER	4.99 4-01-20-100-036 GEN. ADMIN. OFFICE SUPPLIES	Budget 16

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #		Item Description					Ref Seq
11015	W. B. MASON	Continued					
14-00576	2	CANARY PAPER	4.99	4-01-20-100-036	Budget		17
				GEN. ADMIN. OFFICE SUPPLIES			
14-00576	3	AMPAD WRITING PADS	36.93	4-01-20-100-036	Budget		18
				GEN. ADMIN. OFFICE SUPPLIES			
14-00576	4	ZEROX COPY PAPER FOR P/D	55.98	4-01-20-100-036	Budget		19
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	1	MAILING LABLES	13.99	4-01-20-100-036	Budget		37
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	2	MANILA FILE FOLDERS	26.18	4-01-20-100-036	Budget		38
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	3	BLUE PENDAFLEX	33.30	4-01-20-100-036	Budget		39
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	4	GREEN PENAFLEX	33.30	4-01-20-100-036	Budget		40
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	5	YELLOW PENDAFLEX	33.30	4-01-20-100-036	Budget		41
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	6	RED PENDAFLEX	22.20	4-01-20-100-036	Budget		42
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	7	VIOLET PENDAFLEX	33.30	4-01-20-100-036	Budget		43
				GEN. ADMIN. OFFICE SUPPLIES			
14-00582	8	BLUE PENDAFLEX 81/2X11	15.00	4-01-20-100-036	Budget		44
				GEN. ADMIN. OFFICE SUPPLIES			
			345.75				
11016	10/02/14	654145 Yuckos Inc.					985
14-00595	1	30 ROLL CASE DOGIPOT BAGS	189.00	G-02-40-730-000	Budget		56
				CLEAN COMMUNITIES			
14-00595	2	SHIPPING	29.00	G-02-40-730-000	Budget		57
				CLEAN COMMUNITIES			
			218.00				
11017	10/02/14	654153 EARTHTECH CONTRACTING INC.					985
14-00592	1	TRASH COLLECTION - SEPT 2014	4,200.00	4-01-26-305-029	Budget		54
				Contractual-collection			
11018	10/02/14	66666 VERIZON					985
14-00605	1	CHARGES FOR SEPT 2014	285.87	4-01-31-440-000	Budget		71
				Telephone			
14-00605	2	CHARGES FOR SEPT 2014	237.12	4-01-31-440-000	Budget		72
				Telephone			
14-00605	3	CHARGES FOR SEPT 2014	33.32	4-01-31-440-000	Budget		73
				Telephone			
14-00605	4	CHARGES FOR SEPT 2014	386.71	4-01-31-440-000	Budget		74
				Telephone			
			943.02				
11019	10/02/14	679011 MARY D'ARCY BITTNER, ESQ.					985
14-00591	1	PROFESSIONAL SERVICES RENDERED	7,305.00	4-01-20-155-027	Budget		53
				Legal Services			

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Check #	Check Date	Vendor				Reconciled/Void	Ref Num
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract	Ref Seq

11019	MARY D'ARCY BITTNER, ESQ.	Continued					
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
	Checks:		32	0	37,575.53	0.00	
	Direct Deposit:		0	0	0.00	0.00	
	Total:		<u>32</u>	<u>0</u>	<u>37,575.53</u>	<u>0.00</u>	

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BOROUGH OF WEST WILDWOOD
Check Register By Check Id

Page No: 7

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	4-01	36,681.91	0.00
UTILITY FUND	4-09	<u>675.62</u>	<u>0.00</u>
Year Total:		37,357.53	0.00
GRANT FUND	G-02	218.00	0.00
Total of All Funds:		<u><u>37,575.53</u></u>	<u><u>0.00</u></u>

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BOROUGH OF WEST WILDWOOD
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Page No: 1

Range of Checking Accts: CAPITAL to CAPITAL Range of Check Ids: 1254 to 1254
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq
1254	10/02/14	44606 REMINGTON, VERNICK & WALBERG					986
14-00616	1	ENGINEERING SERVICES FOR	2,310.00	C-04-55-911-102	Budget		1
				ORD. 512-2011-RECONSTRUCTION AVE NEPTUNE			

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	2,310.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	2,310.00	0.00

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BOROUGH OF WEST WILDWOOD
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Page No: 2

Fund Description	Fund	Budget Total	Revenue Total
CAPITAL FUND	C-04	2,310.00	0.00
Total of All Funds:		<u>2,310.00</u>	<u>0.00</u>

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Range of Checking Accts: TRUST OTHER to TRUST OTHER Range of Check Ids: 1075 to 1075
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq
1075	10/02/14	44606 REMINGTON,VERNICK & WALBERG					987
14-00594	1	REVIEW, PROCESSA AND INSPECT	52.50	T-12-00-000-013	Budget		1
				RESERVE FOR STREET OPENINGS			
14-00594	2	REVIEW, PROCESSA AND INSPECT	55.00	T-12-00-000-013	Budget		2
				RESERVE FOR STREET OPENINGS			
14-00594	3	REVIEW, PROCESSA AND INSPECT	165.00	T-12-00-000-013	Budget		3
				RESERVE FOR STREET OPENINGS			
14-00594	5	REVIEW, PROCESSA AND INSPECT	165.00	T-12-00-000-013	Budget		4
				RESERVE FOR STREET OPENINGS			
14-00594	6	REIMBURSABLES	2.04	T-12-00-000-013	Budget		5
				RESERVE FOR STREET OPENINGS			
			439.54				

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
checks:	1	0	439.54	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	439.54	0.00

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Fund Description	Fund	Budget Total	Revenue Total
	T-12	439.54	0.00
Total of All Funds:		<u>439.54</u>	<u>0.00</u>

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Range of Checking Accts: CURRENT to CURRENT Range of Check Ids: 11020 to 11020
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description					Contract	Ref Seq
11020	10/02/14	04004	PETTY CASH					988
14-00620	1	REIMBURSEMENT OF PETTY CASH		79.29	4-01-20-100-030	Budget		1
					GEN. ADMIN. MATERIALS & SUPPLIES			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	79.29	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	79.29	0.00

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BOROUGH OF WEST WILDWOOD
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Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	4-01	79.29	0.00
Total of All Funds:		<u>79.29</u>	<u>0.00</u>

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Range of Checking Accts: CURRENT to CURRENT Range of Check Ids: 11021 to 11021
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #		Item Description					Contract	Ref Seq
11021	10/02/14	654170	STATE OF NJ DEPT OF HEALTH					989
14-00619	1	MARRIAGE LICENSE FEES 3RD QTR		50.00	4-01-55-000-004	Budget		1
					MARRIAGE LICENSES-DUE TO NJ			

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	50.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	50.00	0.00

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BOROUGH OF WEST WILDWOOD
Check Register By Check Id

Page No: 2

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	4-01	50.00	0.00
Total of All Funds:		<u>50.00</u>	<u>0.00</u>



West Wildwood Police Department

701 West Glenwood Avenue
West Wildwood, New Jersey 08260
Phone: (609) 522-4060 • Fax: (609) 522-7350

Jacquelyn Ferentz
Chief of Police

Christopher J. Fox
Director of Public Safety

ACTIVITY REPORT SEPTEMBER 2014

6	Abandoned Vehicles
5	Arrests (Sexual Assault Minor and Violation of TRO)
2	Animal Complaints
13	Assisting Other Agencies Calls
4	Reports of Found CDS
2	Check the Well Beings
1	Report of Criminal Mischief
6	Reports of Disorderly/Unwanted Guests/Landlord Tenants
2	Domestic Violence Complaints
4	Report of a General Complaints
1	Report of Harassment
15	Local Ordinance Violations
9	Medical Assists
48	Motor Vehicle Stops (38 Warnings/10 Summonses)
3	Report of Noise/Loud Party
9	Opened Doors/Secured
3	Other Public Service Calls
18	Parking Complaints
4	Police Assists to Residents
106	Property Checks
28	Reports of Suspicious Activity/Persons/Pedestrians/Vehicles
1	Theft Report
1	Report of Trespassing
1	Report of an Unhitched Trailer
3	Verbal Arguments

TOTAL CALLS FOR SERVICE 798

WEST WILDWOOD PUBLIC WORKS

ACTIVITY REPORT SEPTEMBER 2014

- 4 Work orders for maintenance of public works vehicles and equipment
- 4 Work orders for maintenance of public safety vehicles
- 4 Work orders to empty trash and recycling containers at boro parks
- 8 Work orders for inspections of boro parks and streets
- 4 Work orders to clean up trash on boro streets
- 4 Work orders to clean boro hall and remove trash and recycling
- 4 Work orders for maintenance of 26th ave pumping station
- 4 Work orders for maintenance of flood pump south end of Neptune ave
- 4 Work orders to empty doggi station containers at boro parks
- 2 Work orders for maintenance and inspection of flood gates
- 4 Work orders to pick up yard waste within the boro
- 1 Work order to pick up shrink wrap at marinas

- 3 Work orders to cut grass at boro hall and boro parks
- 1 Work order to remove pole decorations on Glenwood Ave.
- 3 Work orders to patch pot holes
- 1 Work order to to remove weeds at the playground
- 2 Work orders to cut grass at public works yard
- 1 Work orders to clean beach
- 4 Work orders for repairs to public works equipment
- 1 Work order to till and turn over mulch at playground
- 1 Work order to weed eat weeds along curb line and bulkhead
26th ave
- 2 Work orders to repair flats on public safety vehicles
- 3 Work orders to pick up tvs within the boro
- 1 Work order to cut grass at 26th Ave pump station easement
- 1 Work order for repairs to Neptune Ave sprinkler system
- 1 Work order for repairs to sprinkler system at Boro Hall

72 Work orders for the month of August 2014

SPECIAL MEETING

THURSDAY, OCTOBER 16, 2014

BOROUGH OF WEST WILDWOOD
BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, OCTOBER 16, 2014
6:30 PM

MINUTES:

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

ROLL CALL: Present

Comm. Golden

Comm. Maxwell

Mayor Fox

Solicitor Cafiero

Auditor Maryann Holloway

Municipal Clerk Donna L. Frederick

Administrator Ridings presented a power point presentation regarding the referendum question on the ballot. After the presentation the Mayor explained that this administration runs a transparent government and wants to provide answers to taxpayer's questions. They wish to provide much needed services and want to keep the taxes down. He further explained that the Borough needs this equipment; it is to benefit the taxpayers. He continued to inform the public that he wanted them to have the right information, not the misinformation that is being circulated. When he left office in 2008, there was a backhoe ordered because the one the Borough had at that time was in bad condition, and that there was almost one million dollars in surplus. But the new administration in 2008 cancelled the backhoe.

Comm. Golden informed the public that this equipment meets the basic necessity of the Borough, it is not a luxury, and that it is for the best interests of the residents to have this equipment, especially for storm related clean-up.

Comm. Maxwell informed the public of the turn-out gear for the fire company, which is also part of this bond ordinance, stating that this protective gear has a life of ten years and must be updated to protect the firefighters. The costs of turn-out gear range from \$700 - \$1,500 per set. Mayor informed the public that the Borough has received certain grant monies, but that they are reimbursable, in other words, the Borough must fund the projects and pay for them first, and then the grant money will be reimbursed to the Borough after the projects are completed. There are two grants that the Borough has been approved for; the first one is the 500 block of Poplar Avenue for \$173,000. 00 and the second one is for \$43,000.00 towards a street sweeper. If the Borough can't get a bond ordinance passed to fund these projects, the money will go to another town.

The Mayor opened up the meeting for public comment and questions.

BOB SCHAEFER, 501 W. Poplar Avenue, commented how bad we need a street sweeper and that he was all for it, but questioned if we were going to hire someone extra?

Comm. Golden said that there would be no new hires and the DPW supervisor knows how to operate it.

RITA DURST, 534 W. Pine Avenue, asked when does the borough get the \$173 and \$43k, and what happens if it gets blocked.

Mayor said that these are two separate issues that the \$173k is not on the bond which is on the referendum, but that the \$43k for the street sweeper is on this question.

CARL O'HALA, 624 W. Poplar Avenue, commented that the old backhoe was in bad condition, and had to be repaired to catch leaks and that these pieces of equipment are absolutely essential.

The Mayor informed the public that the Borough employees worked during the storm picking up and shoveling. There is no hidden agenda, we need this equipment.

RITA DURST, 534 W. Pine Avenue, what other town do the police come out and shovel and help.

BOB SCHAEFER, 501 W. Poplar Avenue, said thank you for getting him shoveled out, since he is still working.

After hearing no more public comment the Mayor closed the public portion of the meeting and asked for a motion to adjourn.

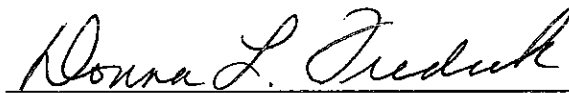
Motion to Adjourn:

Motion by Comm. Maxwell; Second by Comm. Golden

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

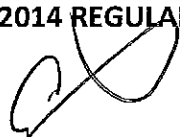
Motion carried.

Respectfully submitted



Donna L. Frederick, RMC
Municipal Clerk

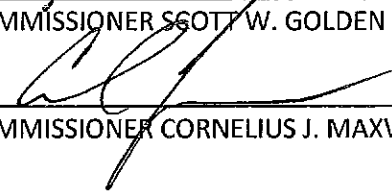
THESE MINUTES WERE APPROVED AT THE NOVEMBER 7, 2014 REGULAR COMMISSION MEETING



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL

SPECIAL MEETING

FRIDAY, OCTOBER 24, 2014

BOROUGH OF WEST WILDWOOD
BOARD OF COMMISSIONERS
SPECIAL MEETING
FRIDAY, OCTOBER 24, 2014
6:30 PM

MINUTES:

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

ROLL CALL: Present

Comm. Golden

Comm. Maxwell

Mayor Fox

Former Senator James Cafiero, representing Solicitor Andrew Cafiero

Auditor Jack Daily

Deputy Clerk Carl O'Hala

Administrator Ridings presented a power point presentation regarding the referendum question on the ballot.

The Mayor opened up the meeting for public comment and questions.

MAUREEN SMITH, 30 Venice Avenue, spoke about Mr. Frederick that he should come to meetings and speak against the bond in public, along with other petitioners. Commissioners should knock on doors.

ELAINE SZYMKOWIAK, 555 W. Magnolia Avenue, hopes that the bond will pass, and that hopefully Poplar and Magnolia Avenues will be done.

JOE PALOMBARO, 753 W. Glenwood Avenue, asked if the signs should be signed by the sponsors of same.

KATE SAMPSON, 205 Avenue O, asked will the taxes still go up with the passage of this bond. Auditor Jack Daily spoke on how taxes are affected.

JOE PALOMBARO, 753 W. Glenwood Avenue, we need to be told in plain language. Jack Daily will calculate taxes against an average property assessment, and have more information by Monday, check to see impact if bond is not approved if BANS are issued. He also explained the process of and Bond Ordinance. Senator Cafiero explained about bonds and the savings over time, and suggested to know the difference in interests.

FRANK STONE, 504 W. Magnolia Avenue, agrees with the Senator and Auditor.

LORI PERLOFF, 655 North Drive, can we not plow for the signers of the petition. Mayor said no.

JOE PALOMBARO, 753 W. Glenwood Avenue, asked how far away signs can be from a polling place. Mayor said 100 feet.

JOE GILLESPIE, 201 Avenue P, praised the police.

MAUREEN SMITH, 30 Venice Avenue, need to get to the people who didn't attend the meetings, the Commissioners should go out to the voters.

After hearing no more public comment the Mayor closed the public portion of the meeting and asked for a motion to adjourn.

Motion to Adjourn:

Motion by Comm. Maxwell; Second by Comm. Golden

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

Motion carried.

Respectfully submitted

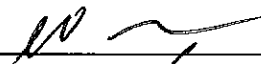


Carl O'Hala, Deputy Clerk

THESE MINUTES WERE APPROVED AT THE NOVEMBER 7, 2014 REGULAR COMMISSION MEETING



MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL