

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

RESOLUTION 2016-048

**RESOLUTION DECLARING ELIGIBILITY
TO CONDUCT SELF-EXAMINATION OF 2016 BUDGET**

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

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

WHEREAS, pursuant to N.J.A.C. 5:30-7 through 7.5 the City Council of the City of Cape May has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the City of Cape May meets the necessary conditions to participate in the program for the 2016 budget year.

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

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges;
 - b. Deferred charges and statutory expenditures;
 - c. Cash deficit of preceding year;
 - d. Reserve for uncollected taxes;
 - e. Other reserves and non-disbursement items;
 - f. Any inclusions of amount required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at 40A:4-45.3 et seq. are fully met. (Complies with "CAP" law.)
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate, and correctly state;
- b. Items of appropriation are properly set forth;
- c. In itemization, form, arrangement, and content the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced, publicly advertised, and adopted in accordance with the relevant provision of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.


6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Director of the Division of Local Government Services.

BE IT FURTHER RESOLVED that a copy of the Resolution be forwarded to the CFO and Auditor.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		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 Regular Meeting held on **April 1, 2016**.


Donna L. Frederick, RMC
 Municipal Clerk

BOROUGH OF WEST WILDWOOD
COUNTY OF CAPE MAY
STATE OF NEW JERSEY
RESOLUTION 2016-043

AUTHORIZING THE READING OF THE CY2016 MUNICIPAL BUDGET BY TITLE ONLY

WHEREAS, N.J.S.A.40A:4-8, as amended by L.2015, C 95, & 14, 2015, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection, and has been made available to each person upon request; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the CY2016 budget shall be read by title only.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X				
Commissioner Cornelius J. Maxwell	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 **March 4, 2016**.

Donna L. Frederick, RMC
Municipal Clerk

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X				
Commissioner Cornelius J. Maxwell	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 after a **PUBLIC HEARING** at a Regular Meeting held on **April 1, 2016**.

Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2016-049

AUTHORIZING THE FILING OF THE 2015 RECYCLING TONNAGE GRANT

WHEREAS, the mandatory Source Separation and Recycling Act (P.L. 1987, c. 102) has established a recycling fund from which tonnage grants may be made to Municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use tonnage grants to develop new Municipal Recycling Programs and to continue and expand existing programs; and

WHEREAS, the recycling regulations impose on Municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the Municipality; and

WHEREAS, a resolution authorizing the Borough of West Wildwood to apply for the 2015 Recycling Tonnage Grant will memorialize the commitment of the Borough to recycling and to indicate the assent of the Borough to the efforts undertaken and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, Linda Thomas, Certified Recycling Professional, for a fee not to exceed \$100.00 in accordance with the attached Letter of Intent, is hereby designated as the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that it hereinafter accepts and approves the Letter of Intent with Linda Thomas, CRP, and further endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the Borough's Recycling Coordinator is hereby directed to coordinate with Linda Thomas to assure that the application is properly and timely filed.

BE IT FURTHER RESOLVED that monies received through said Recycling Tonnage Grant shall be deposited in a dedicated recycling trust fund in accordance with said Grant requirements.

	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 **April 1, 2016**.

Donna L. Frederick, RMC
Municipal Clerk



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

RESOLUTION 2016-050

TAX IDENTIFICATION STATEMENT-RECYCLING (2015)

WHEREAS, the Recycling Enhancement Act, P.L. 2007, Chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling program; and

WHEREAS, there is levied upon the owner or operator of every Solid Waste Facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the Solid Waste Facility; and

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant monies received by the municipality shall be expended only for its recycling operation.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that it hereby certifies a submission of expenditure for taxes paid pursuant to P.L. 2007, Chapter 311 for 2015 in the amount of \$ 982.02; and

BE IT FURTHER RESOLVED that the supporting information is on file and available for inspection in the Office of the Municipal Clerk at Borough Hall, 701 W. Glenwood Avenue, and shall remain on file for not less than five (5) years.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X				
Commissioner Cornelius J. Maxwell	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 **April 1, 2016**.

Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2016-051

AUTHORIZING A TOWN-WIDE YARD SALE

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that a town-wide yard sale be permitted on June 4, 2016; and

BE IT FURTHER RESOLVED that, in the event of inclement weather on June 4, the event shall be held on June 5, 2016, and

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

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

I, **Donna L. Frederick, 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 **April 1, 2016**.



Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2016-052

**AUTHORIZING AN INDEMNIFICATION AGREEMENT BETWEEN
THE BOROUGH OF WEST WILDWOOD AND THE
COUNTY OF CAPE MAY TO PERMIT THE BOROUGH
TO HOLD A FOURTH OF JULY PARADE ON GLENWOOD AVENUE**

WHEREAS, the Borough is holding a Fourth of July Parade on Monday, July 4, 2016, which route will be on Glenwood Avenue, a County road; and

WHEREAS, the County of Cape May requires that the Borough execute an Indemnification Agreement to permit the event to traverse over the aforementioned road.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorized the Mayor to execute the Indemnification Agreement between the Borough of West Wildwood and the County of Cape May.

BE IT FURTHER RESOLVED, that a copy of the executed Indemnification Agreement be attached hereto.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden			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 **April 1, 2016**.


Donna L. Frederick, RMC
Municipal Clerk

INDEMNIFICATION AGREEMENT

This Agreement is made on the 9th day of April, by and

Between the Borough of West Wildwood, including, but not limited to, their various members, agents, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is 701 West Glenwood Avenue, P.O. Box 644, West Wildwood, NJ 08260, (hereinafter collectively referred to as "Indemnitor"); and the **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (hereinafter, collectively, referred to as the "Indemnitee").

RECITALS

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold an Children's Fourth of July Parade on Monday, July 4, 2016 from 9:30 a.m. to 12:00 p.m. on Glenwood Avenue (County Road No. 614), owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees run or walk on designated County-owned roads/bridges as noted in Indemnitee's Agenda Summary. Also, as part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees temporarily close a portion of Glenwood Avenue from Venice Avenue to Neptune Avenue. This permission is limited to participants, agents and employees in the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and

signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor.”

The Indemnitee has permitted these participants to traverse the course and to close a portion of Glenwood Avenue (County Road No. 614) on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences, whether property damage, personal injury or the like, occurring as a result of the "Event". Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

spectators and all other individuals and entities;

warnings where necessary to avoid the risk of harm to its participants, employees, (a) inspect the condition of the designated area(s) and to post

of indemnity which shall include the obligation by Indemnitor to:

to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties Indemnitor and Indemnitee agree that this Agreement shall be construed

including, without limitation, attorney's fees and all costs of suit or defense.

responsible for any and all liabilities, occurrences, damages or costs which may occur widest and most comprehensive allowable by law and that the Indemnitor should be

It is the intention that the Scope of this Indemnification Agreement is the

entity, sustained in connection with the "Event" occurring on aforementioned dated.

representatives, participants, spectators, chaperones, sponsors or any individual or of property or any money damage claim involving Indemnitor, its agents, employees,

agents or employees, for the death of or injury to any person or persons or destruction account of any claim, suit or action made or brought against Indemnitee, its officers,

which may accrue to or be sustained by Indemnitee, its officers or employees, on employees, from and against any and all liability, damage, loss, costs and expense

agrees to indemnify and hold harmless the Indemnitee, its officers, agents and Indemnitor assumes the risk of all damage, loss, cost and expenses and

2. Scope.

Agreement.

reference as if set forth at length and, therefore, constitute a part of the terms of this

The clauses of the Recital, as set forth above, are incorporated herein by

1. Incorporation of Recital by Reference.

INDEMNIFICATION

Indemnitor waives all rights to make a claim or file a suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from such damages, loss, cost or expense.

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

4. Waiver and Release.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments.

3. Compliance with the Law.

Indemnitor waives all rights to make a claim or file a suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from such damages, loss, cost or expense.

(b) defend in any claim, lawsuit, arbitration or claim of any sort, nature and type. Said duty to indemnify shall include the duty to defend completely through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnitee to incur costs including attorney's fees to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnitee.

(c) defend and indemnify the Indemnitees for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnitee.

5. Severability.

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect for as long as the applicable Statute of Limitations remains in effect and the duty to defend shall extend beyond the Statute of Limitations to the extent any claim is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under the "Event" scheduled to occur on the aforementioned date.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

Res. No. 399-16
4/20/16

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

WITNESS:

Donna L. Frederick, Clerk
Donna L. Frederick

Date: 4/1/16

By: Mayor Christopher J. Fox
Christopher J. Fox

ATTEST:

Elizabeth Bozzelli
Elizabeth Bozzelli

Date: 4/20/16

By: Gerald M. Thornton
Gerald M. Thornton
Freeholder Director

COUNTY OF CAPE MAY

APPROVED AS TO FORM:

James B. Arsenault, Jr., Esq.
James B. Arsenault, Jr.
County Counsel

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

RESOLUTION 2016-053

**AUTHORIZING AN INDEMNIFICATION AGREEMENT BETWEEN
THE BOROUGH OF WEST WILDWOOD AND THE
COUNTY OF CAPE MAY TO PERMIT THE BOROUGH
TO HOLD AN AMERICAN FAMILY FESTIVAL ON GLENWOOD AVENUE**

WHEREAS, the Borough is holding an American Family Festival on Saturday, July 23, 2016, from 11:00am to 9:00pm, which will be on a portion of Glenwood Avenue, a County road; and

WHEREAS, the County of Cape May requires that the Borough execute an Indemnification Agreement to permit a portion of Glenwood Avenue to be temporarily closed for the aforementioned event.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorized the Mayor to execute the Indemnification Agreement between the Borough of West Wildwood and the County of Cape May.

BE IT FURTHER RESOLVED, that a copy of the executed Indemnification Agreement be attached hereto.

	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 **April 1, 2016**.


Donna L. Frederick, RMC
Municipal Clerk

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold an American Family Festival on Saturday, July 23, 2016 from 11:00 a.m. to 9:00 p.m. on Glenwood Avenue (County Road No. 614), owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees run or walk on designated County-owned roads/bridges as noted in Indemnitee's Agenda Summary. Also, as part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees temporarily close a portion of Glenwood Avenue from H Avenue through F Avenue. This permission is limited to participants, agents and employees in the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed

RECITALS

This Agreement is made on the 26th day of April, by and Between the Borough of West Wildwood, including, but not limited to, their various members, agents, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is 701 West Glenwood Avenue, P.O. Box 644, West Wildwood, NJ 08260, (hereinafter collectively referred to as "Indemnitor"); and the **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (hereinafter, collectively, referred to as the "Indemnitee").

INDEMNIFICATION AGREEMENT

application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor.”

The Indemnitee has permitted these participants to traverse the course and to close a portion of Glenwood Avenue (County Road No. 614) on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences, whether property damage, personal injury or the like, occurring as a result of the "Event". Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

spectators and all other individuals and entities;

warnings where necessary to avoid the risk of harm to its participants, employees,

(a) inspect the condition of the designated area(s) and to post

of indemnity which shall include the obligation by Indemnitor to:

to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties

Indemnitor and Indemnitee agree that this Agreement shall be construed

including, without limitation, attorney's fees and all costs of suit or defense.

responsible for any and all liabilities, occurrences, damages or costs which may occur

widest and most comprehensive allowable by law and that the Indemnitor should be

It is the intention that the Scope of this Indemnification Agreement is the

entity, sustained in connection with the "Event" occurring on aforementioned dated.

representatives, participants, spectators, chaperones, sponsors or any individual or

of property or any money damage claim involving Indemnitor, its agents, employees,

agents or employees, for the death of or injury to any person or persons or destruction

account of any claim, suit or action made or brought against Indemnitee, its officers,

which may accrue to or be sustained by Indemnitee, its officers or employees, on

employees, from and against any and all liability, damage, loss, costs and expense

agrees to indemnify and hold harmless the Indemnitee, its officers, agents and

Indemnitor assumes the risk of all damage, loss, cost and expenses and

2. Scope.

Agreement.

reference as if set forth at length and, therefore, constitute a part of the terms of this

The clauses of the Recital, as set forth above, are incorporated herein by

1. Incorporation of Recital by Reference.

INDEMNIFICATION

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

Indemnitor waives all rights to make a claim or file a suit against Indemnitor, and relieves Indemnitor from all liability or responsibility of any kind arising from such damages, loss, cost or expense.

4. Waiver and Release.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments.

3. Compliance with the Law.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments.

(b) defend in any claim, lawsuit, arbitration or claim of any sort, nature and type. Said duty to indemnify shall include the duty to defend completely through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnitor to incur costs including attorney's fees to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnitor.

(c) defend and indemnify the Indemnitor for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type

against Indemnitee.

5. Severability.

It is further understood and agreed by the parties that if any of the

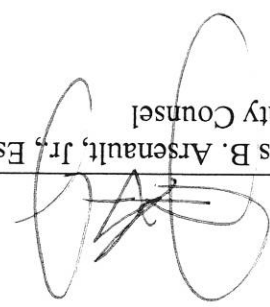
provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect for as long as the applicable Statute of Limitations remains in effect and the duty to defend shall extend beyond the Statute of Limitations to the extent any claim is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under the "Event" scheduled to occur on the aforementioned date.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

James B. Arsenault, Jr., Esq.
County Counsel

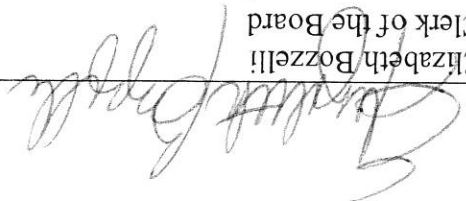


APPROVED AS TO FORM:

Date:

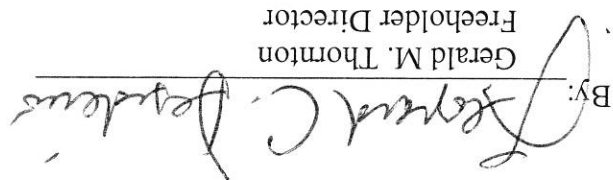
4/26/16

Elizabeth Bozzelli
Clerk of the Board



ATTEST:

Gerald M. Thornton
Freeholder Director

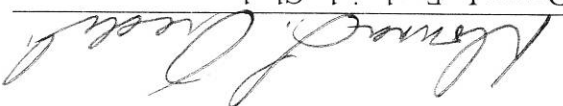
By: 

COUNTY OF CAPE MAY

Date:

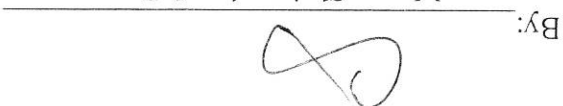
4/1/16

Donna L. Frederick, Clerk



WITNESS:

Mayor Christopher J. Fox

By: 

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Res. 00. 401-16
4/26/16

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

RESOLUTION 2016-054

**A RESOLUTION ACKNOWLEDGING ADDITIONAL MEMBERS
 IN THE WEST WILDWOOD VOLUNTEER FIRE COMPANY AUXILIARY**

WHEREAS, it has been established in Resolution 2016-038, dated March 4, 2016 that JIF determined the Borough must keep a current roster of all active firefighters, ladies auxiliary members and junior firefighters of the West Wildwood Vol. Fire Company; and

WHEREAS, the President of the West Wildwood Volunteer Fire Company Auxiliary has submitted additional members for the Borough to update their roster; and


WHEREAS, the Board of Commissioners hereby acknowledges the following additional members:

- Cristina Durst
- Suzan Broadbent
- Michelle Lauriello

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 acknowledges these members, and thank them for their selfless volunteer service on behalf of all of the residents.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X				
Commissioner Cornelius J. Maxwell	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 **April 1, 2016**.


 Donna L. Frederick, RMC
 Municipal Clerk

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

RESOLUTION 2016-055

AUTHORIZING THE REFUND OF OVERPAYMENT OF PROPERTY TAX
 AND UTILITY PAYMENTS

WHEREAS, the property owners listed below tendered excess utility and real estate tax payments to the Borough of West Wildwood Utility and Tax Collector as indicated below; and

WHEREAS, the excess utility and tax payments need to be refunded;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the Acting Chief Financial Officer is hereby authorized to make the following payments in the amount indicated; as follows:

OWNER	BLOCK	LOT	AMOUNT	TAX/SEWER
MELLER, STEVEN M	110	1	\$656.37	TAX

Refund Overpayment to:
 MELLER, STEVEN M
 730 POPLAR AVE
 WEST WILDWOOD, NJ 08260

I, **Donna 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 **April 1, 2016**.


 Donna Frederick, RMC
 Municipal Clerk

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