

REGULAR MEETING

1/6/12

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

RESOLUTION 2017-011

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

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

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

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

	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 **January 6, 2017**.



Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-012

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

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

WHEREAS, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Police Dispatch for the year 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, hereby authorized the Deputy Mayor and Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for said services in the annual amount of \$35,000.00.

BE IT FURTHER RESOLVED, that the term of this Agreement is for one (1) year, commencing January 1, 2017 and expiring December 31, 2017, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed hereto and made a part hereof.

	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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND
THE CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40A:65-1, ET. SEQ. KNOWN AS THE UNIFORM SHARED SERVICES AND
CONSOLIDATION ACT FOR POLICE DISPATCH SERVICES**

THIS AGREEMENT dated this 4th day of January, 2017 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City".

WITNESSETH:

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

WHEREAS, the City has equipment and personnel available to service the limited and specific needs of the Borough relating to year round Police Dispatch for the year 2017; and

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

WHEREAS, each respective municipality has determined through its governing body that the exchange of money and services is fair and equitable, and shall serve to save each respective municipality substantial sums of money and serve the best interests and for the exchange of mutual covenants and conditions and such other considerations as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40A:65-1, et seq. the parties agree as follows:

WHEREAS, the Borough of West Wildwood will pay to the City of "Wildwood \$35,000.00 for the services for the year 2017.

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

BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 1, 2017 and shall terminate on December 31, 2017, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with the appropriate municipal approval acquired by law or, upon termination renegotiate terms for subsequent agreements, with the appropriate municipal approval as required by law; and

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

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

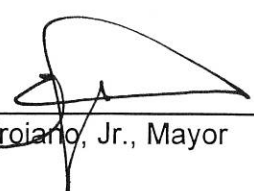
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:



Christopher H. Wood, City Clerk

CITY OF WILDWOOD



Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



Cornelius Maxwell, Deputy Mayor

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

RESOLUTION 2017-013

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

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

WHEREAS, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Emergency Medical Services for the year 2017.

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

BE IT FURTHER RESOLVED that the term of this Agreement is for one (1) year, commencing January 1, 2017 and expiring December 31, 2017, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed and made a part hereof.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox					X	
Commissioner Scott W. Golden		X				
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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND
THE CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40A:65-1, ET. SEQ. KNOWN AS THE UNIFORM SHARED SERVICES AND
CONSOLIDATION ACT FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT dated this 4th day of January, 2017 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City".

WITNESSETH:

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

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

WHEREAS, Wildwood has expressed a willingness to enter into a shared Services Agreement with West Wildwood to provide all of the usual and ordinary services Emergency Medical Services for West Wildwood.

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

WHEREAS, each respective municipality has determined through its governing body that the exchange of money and services is fair and equitable, and shall serve to save each respective municipality substantial sums of money and serve the best interests and for the exchange of mutual covenants and conditions and such other considerations as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40A:65-1, et seq. the parties agree as follows:

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

WHEREAS, the Borough of West Wildwood will pay to the City of "Wildwood \$15,000 for the services for the year 2017.

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

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

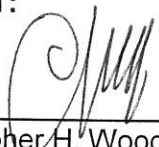
BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 1, 2017 and shall terminate on December 31, 2017, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with the appropriate municipal approval acquired by law or, upon termination renegotiate terms for subsequent agreements, with the appropriate municipal approval as required by law; and

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

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

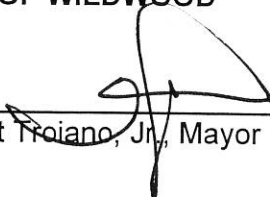
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:



Christopher H. Wood, City Clerk

CITY OF WILDWOOD



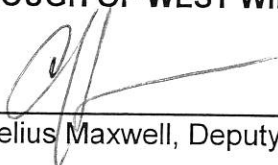
Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



Cornelius Maxwell, Deputy Mayor

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

RESOLUTION 2017-014

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

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

WHEREAS, the City of Wildwood and Borough of West Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for the year 2017.

WHEREAS, the Borough of West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of the Municipal Court of Wildwood as Judge of the Municipal Court of West Wildwood. In addition the Borough of West Wildwood hereby appoints the same Court Administrator, Prosecutor, Public Defender and other court personnel as currently serving and who in the future shall serve for the City of Wildwood during the term of said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorize and direct the Deputy Mayor and Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for Municipal Court Services in the amount not to exceed \$ 19,500.00; and

BE IT FURTHER RESOLVED that the term of this Agreement is for one (1) year, commencing January 1, 2017 and expiring December 31, 2017, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed and made a part hereof.

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

I, **Donna L. Frederick, 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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND
THE CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40A:65-1, ET. SEQ. KNOWN AS THE UNIFORM SHARED SERVICES AND
CONSOLIDATION ACT FOR MUNICIPAL COURT SERVICES**

THIS AGREEMENT made this 4th day of January, 2017 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, with principal offices at 701 W. Glenwood Avenue, West Wildwood, NJ 08260 hereinafter referred to as "West Wildwood" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, with principal offices at 4400 New Jersey Avenue, Wildwood, NJ 08260, hereinafter referred to as "Wildwood".

WITNESSETH:

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

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

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

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

1. Wildwood hereby agrees to provide at its costs and expense all usual and ordinary judicial and administrative services to West Wildwood including the physical court facilities, the services of the Judge, Prosecutor, Public Defender, Court Administrator and other court staffing and equipment as required by statute and by the Supreme Court of New Jersey, for all matters arising within the jurisdiction of the Municipal Court of West Wildwood. This shall include security requirements of the administrative Office of the courts, Municipal Division, and Municipal Court Services.
2. For and in consideration of services aforesaid, West Wildwood shall pay to Wildwood the sum of \$19,500.00 ("the annual payment"). The payments shall be made in equal quarterly payments on the first day of the second month of each quarter.
3. West Wildwood shall retain all revenue West Wildwood receives from West Wildwood Municipal Court matters including but not limited to the assessment of fines, costs and other fees. The parties understand and agree that such revenue may be collected by Wildwood but must be disbursed in accordance with State law such that Wildwood may be required to forward same directly to West Wildwood.
4. West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of Wildwood as the Judge of the Municipal Court of West Wildwood. In the event the

Judge of the Municipal Court of West Wildwood must be reappointed during the term of this Agreement, West Wildwood agrees to appoint the then current Municipal Court Judge of Wildwood as the Municipal Court Judge of West Wildwood.

5. The parties agree that Wildwood shall have sole and exclusive authority over all matters with respect to the municipal court services provided under this Agreement, including but not limited to physical facilities, personnel, administrative services, and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of Wildwood exclusively. Wildwood shall make all appointments to said positions in its sole discretion. Wildwood shall save and hold harmless West Wildwood for any and all claims directly or indirectly related to the employment of any personnel providing services in accordance with this Agreement.
6. Wildwood shall keep and maintain Errors and Omissions insurance coverage on any and all staff providing services in accordance with this Agreement naming West Wildwood as an additional insured. Wildwood shall keep and maintain a policy of insurance on the facilities naming West Wildwood as an additional insured. Further, Wildwood shall keep and maintain any and all bonding requirements for revenue which may be collected by Wildwood on behalf of West Wildwood in an amount agreeable by and between the parties.
7. This Agreement is subject to the review and approval of the civil Service commission with respect to the employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. If necessary, this employment reconciliation plan shall be provided by West Wildwood to the Civil Service Commission and shall outline the matters required pursuant to said statute with respect to West Wildwood employees. With respect to Wildwood employees, there are no anticipated changes after this Agreement which would impact Wildwood employees. Wildwood has not agreed to hire or receive any employees of West Wildwood. West Wildwood agrees it has the sole and exclusive responsibility for all employment and personnel obligations in any manner associated with current West Wildwood court employees, personnel and appointments. West Wildwood agrees to indemnify and hold Wildwood harmless from and against any and all claims, causes of action, suits, administrative proceedings, liability, damages, losses, costs, including reasonable attorney fees, and other obligations arising directly or indirectly from, or in any manner associated with, current West Wildwood employees, personnel and appointments.
8. This Agreement is also contingent upon the Assignment Judge of the Superior court of New Jersey, Vicinage I, approving this arrangement.
9. This Agreement commences January 1, 2017 and shall continue for a period of one (1) year ending on December 31, 2017. On or before January 31, 2017, representatives from each municipality shall meet to discuss the possible renewal and modification of this agreement. In the event the commencement date of this Agreement is delayed due to a delay in obtaining the approvals set forth in paragraphs 6 and 7 above, the parties agree that the commencement date shall be the date the last such approval is obtained. Either party may cancel this Agreement upon sixty (60) days' notice for any reason. Notwithstanding anything herein to the contrary, the term of this Agreement shall remain in full force and effect for so long and until the Administrative Office of the courts for the State of New Jersey governing this vicinage approved the termination of this Shared Services Agreement.

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

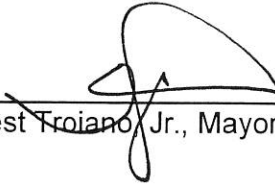
IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:



Christopher H. Wood, City Clerk

CITY OF WILDWOOD



Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



Cornelius Maxwell, Deputy Mayor

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

RESOLUTION 2017-015

**AUTHORIZING THE APPOINTMENT OF PHOENIX ADVISORS, LLC
AS CONTINUING DISCLOSURE AGENT AND INDEPENDENT
REGISTERED MUNICIPAL ADVISOR**

WHEREAS, Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ 08505, has served the Borough of West Wildwood as Continuing Disclosure Agent and Independent Registered Municipal Advisor (“IRMA”); and

WHEREAS, the Borough has recognized the vital nature of staying in compliance with Secondary Market Disclosure obligations and having the advisory expertise and resources of Phoenix Advisors; and

WHEREAS, Phoenix Advisors has submitted an agreement defining the terms and conditions of the services that will be provided to the Borough, which is attached hereto.

WHEREAS, a contract is being awarded without competitive bidding in accordance with N.J.S.A. 40A:11(l)(a)(ii) because such services are considered extraordinary and unspecifiable in their nature; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Phoenix Advisors, LLC is hereby retained to provide specialized financial advisory services necessary in connection with the authorization and issuance of the Bonds by the Borough for a term commencing January 1, 2017 and expiring on December 31, 2017.

BE IT FURTHER RESOLVED that a copy of certification of availability of funds be attached to this resolution.

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

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

I, **Donna L. Frederick, 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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-016

**AUTHORIZING THE APPOINTMENT OF A FIRE CODE OFFICIAL,
ASSISTANT CONSTRUCTION OFFICIAL AND MERCANTILE LICENSE INSPECTOR
FOR THE BOROUGH OF WEST WILDWOOD**

WHEREAS, it is necessary and essential for the Borough to appoint a Fire Code Official, Assistant Construction Official and Mercantile License Inspector; and

WHEREAS, Daniel F. Spiegel is currently serving in this capacity and has the required State of New Jersey DCA Licenses and experience to hold these positions.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that Daniel F. Spiegel is hereby appointed as Fire Code Official, Assistant Construction Official and Mercantile License Inspector for a term effective immediately and ending on December 31, 2017.

	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 **January 6, 2017**.



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

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

RESOLUTION 2017-017

**AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF
WEST WILDWOOD AND EDMUNDS & ASSOCIATES FOR
APPLICATION SOFTWARE AND SUPPORT UPGRADES**

WHEREAS, there exists the need for the “Professional Services” of a firm to be retained by the Borough for the performance of computer technology support services and related duties associated therewith as directed by the authorized representatives of the Borough of West Wildwood, all as more specifically set forth in the attached Agreement which is made a part hereof by reference as if fully set forth; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:1-11 et, seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids must be publicly advertised; and

WHEREAS, Edmunds & Associates, with offices located at 301A Tilton Road, Northfield, NJ 08225 has submitted a proposal to the Borough of West Wildwood for Application Software and Support System upgrades, the terms of the agreement are hereby attached; and

WHEREAS, the Board of Commissioners of the Borough of West Wildwood deem it in the best interest of the Borough to continue using the software provided by Edmunds & Associates.

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute the aforementioned Agreement for “Professional Services” under the provisions of the Local Public Contracts Law because N.J.S.A. 40:A:11-5 states that no local unit shall be required to advertise for bids for services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law, or to advertise for bids for services which are of such a qualitative nature as will not reasonable permit the drawing of specifications or the receipt of competitive bids, all of which classification the aforesaid contract falls within.

BE IT FURTHER RESOLVED that a full copy of the executed Agreement be attached to this Resolution and be published as required 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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION NO. 2017-018

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

WHEREAS, the Board of Commissioners of the Borough of West Wildwood has a need to acquire Professional Services of a Bond Counsel; and

WHEREAS, McManimon, Scotland & Baumann, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068, hereinafter referred to as "Counsel" has submitted a Proposal for said services, which is on file with the Municipal Clerk; and

WHEREAS, McManimon, Scotland & Baumann has completed and submitted a Business Entity Disclosure which certifies that no reportable contributions to a political or candidate committee in the name of West Wildwood Borough Commissioner within the previous year and that this Contract will prohibit McManimon, Scotland & Baumann from making any reportable contributions for the term of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the Mayor be and he is hereby authorized to execute a Contract with McManimon, Scotland & Baumann, to serve a Bond Counsel for the Borough of West Wildwood; and


BE IT FURTHER RESOLVED that the term of appointment shall commence on January 1, 2017 and expire on December 31, 2017.

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because N.J.S.A. 40A:11-5, which provides inter alia, that no local unit shall be required to advertise for bids for services rendered or performed by a person authorized by law to practice a recognized professional and whose practice is regulated by law, or to advertise for bids for services which are of such a qualitative nature as will not reasonably permit the drawing of specifications or the receipt of competitive bids all of which classification the aforesaid contract falls within; and

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

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden			X			
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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-019

**ACKNOWLEDGING THE AUTOMATIC RENEWAL OF THE COOPERATIVE AGREEMENT
WITH HOUSTON-GALVESTON AREA COUNSEL**

WHEREAS the Borough has established through Resolution 2015-029, dated January 2, 2015, a Cooperative Agreement with Houston-Galveston Area Counsel pursuant to N.J.S.A. 52:34-6.2(b) (3) for the purchase of equipment and vehicles; and

WHEREAS the aforementioned initial agreement incorporated an automatic annual renewal for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which any payments are due under any contract entered into for the purchase of equipment and vehicles pursuant to this agreement; and

WHEREAS the Borough of West Wildwood acknowledges the automatic renewal of the Cooperative agreement with Houston-Galveston Area Counsel

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey hereby acknowledge and consent to the automatic renewal of the Cooperative Agreement with Houston-Galveston Area Counsel Purchasing Program.

	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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-020

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

WHEREAS, the Borough of West Wildwood is seeking Professional Services for Special Counsel; and

WHEREAS, Mr. Louis M. Barbone, of the Law Firm of Jacobs & Barbone, P.A., a Professional Corporation, Attorneys at Law, has submitted a proposal and fee schedule to act as special counsel, with a General Retainer Agreement of \$5,000.00

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

BE IT FURTHER RESOLVED, that a Certificate of Availability of Funds from the Chief Financial Officer is attached hereto in the amount of \$5,000.00.

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

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

I, **Donna L. Frederick, 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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-021

**AWARDING CONTRACT TO CHARLES MARANDINO, L.L.C. FOR THE ROAD
CONSTRUCTION PROJECT TO BE PERFORMED ON AVENUE S, AVENUE P,
MUELLER AVENUE, PINE AVENUE, AVENUE Q AND AVENUE R**

WHEREAS, bids were received by the Borough of West Wildwood on December 28, 2016 in connection with a contract for road construction services for Avenue S, Avenue P, Mueller Avenue, Pine Avenue, Avenue Q and Avenue R; and

WHEREAS, Charles Marandino, L.L.C., P.O. Box 20, Milmay, NJ 08340, was the lowest bidder, based on the award of Alternate Bid No. 1; and

WHEREAS, the Borough Engineer and Borough Solicitor have reviewed the bid of Charles Marandino, L.L.C. and are satisfied that the bidder complied with the Instructions to Bidders and the conditions of the award; and

WHEREAS, the Borough Engineer is satisfied that Charles Marandino, L.L.C. is a qualified bidder and contractor; and

WHEREAS, the Borough Engineer has recommended award of the subject contract to Charles Marandino, L.L.C.; and

WHEREAS, of the total bid price of \$799,916.00, and the New Jersey Department of Transportation (N.J.D.O.T.) Participating Amount of \$299,560.00.

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

- 1) All of the statements of the preamble are incorporated herein by reference thereto as though the same were set forth at length.
- 2) A contract for the road construction project to be performed on Avenue S, Avenue P, Mueller Avenue, Pine Avenue, Avenue Q and Avenue R by Charles Marandino, L.L.C. of Milmay, New Jersey for a cost not to exceed \$799,916.00 with the Borough of West Wildwood's portion being \$500,356.00, and the New Jersey Department of Transportation's participating amount of \$299,560.00.
- 3) On behalf of the Borough of West Wildwood, the Mayor and Borough Clerk be and they hereby are authorized to sign the contract that was included with the contract bidding materials and to deliver same to Charles Marandino, L.L.C. for execution and return.
- 4) This award of contract is contingent upon approval by N.J.D.O.T.

- 5) This award of contract is contingent upon receipt of a certification of funds from the Borough's Chief Financial Officer.
- 6) The Borough Clerk shall return to all bidders whose bids have been rejected the bids and bid security that was posted.

	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 **January 6, 2017**.


 Donna L. Frederick, RMC
 Municipal Clerk

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

RESOLUTION NO. 2017-022

APPOINTMENT OF DEPUTY MUNICIPAL CLERK

WHEREAS, NJSA 40A:9-135 provides for the unclassified appointment of a Deputy Municipal Clerk by the governing body, as well as the compensation, term of office, the powers, duties and functions of such office; and

WHEREAS, the Deputy Municipal Clerk, “during the absence or disability of the Municipal Clerk, shall have all the powers of the Municipal Clerk and shall perform the functions and duties of such office” as set forth in NJSA 40A:9-135; and

WHEREAS, the specific powers, duties, and functions to be exercised and/or performed are fully contained in the job specifications for the position of Deputy Municipal Clerk; and

WHEREAS, Carl O’Hala has been serving as the Deputy Municipal Clerk; and


WHEREAS, the Board of Commissioners of the Borough of West Wildwood has determined that it is in the best interest of the Borough to confirm and ratify the appointment of Carl O’Hala.

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

- 1.) That the full-time appointment of Carl O’Hala as Deputy Municipal Clerk effective January 1, 2017, at an annual rate of pay as permitted within the parameters of the range established in the Salary Ordinance of the Borough of West Wildwood.
- 2.) That said unclassified appointment shall extend for a period of three (3) years commencing effective January 1, 2017, is in accordance with NJSA 40A:9-135, and all provisions pertaining thereto.

	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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-023

**APPOINTING BRIAN A. GIBSON FROM TEMPORARY POLICE OFFICER
TO FULL TIME POLICE OFFICER ON THE
WEST WILDWOOD POLICE DEPARTMENT**

WHEREAS, it has been determined by the Director of Public Safety, in consultation with the Chief of Police, that there is a need to hire a full time police officer; and

WHEREAS, the Ordinances of the Borough of West Wildwood establish the full time position of police officer; and

WHEREAS, Brian A. Gibson is currently employed by the West Wildwood Police Department as a Temporary Police Officer and has demonstrated his skills and abilities while employed with the Department; and

WHEREAS, it is deemed in the best interest of the Borough to appoint Brian A. Gibson to full time police officer.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, New Jersey, that Brian A. Gibson be and is hereby appointed as a full time police officer for the West Wildwood Police Department.

BE IT FURTHER RESOLVED that Officer Brian A. Gibson be and is hereby authorized to carry out all of the duties, functions and responsibilities of police officer as allowed by New Jersey Statutes, Titles and Ordinances and Resolutions of the Borough of West Wildwood, New Jersey.

	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 **Regular Meeting** held on **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2017-024

**ACCEPTING THE RESIGNATION OF
MUNICIPAL COURT JUDGE DOTSIE GARRABRANT, P.C.**

WHEREAS, Resolution 2016-014, appointed Dotsie Garrabrant, P.C. as the Municipal Court Judge for the Borough of West Wildwood for a three year term as required by N.J.S.A. 2B:12-4; and

WHEREAS, on December 26, 2016 the Borough received a letter of resignation from Municipal Court Judge Dotsie Garrabrant effective January 9, 2017; and

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby accepts the resignation of Municipal Court Judge Dotsie Garrabrant, P.C. and congratulates her on her appointment as Administrative Law Judge.

	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 **January 6, 2017**.


Donna L. Frederick, RMC
Municipal Clerk