

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

RESOLUTION 2019-101

**CANCELLATION OF 2019 TAX AND/OR SEWER
BALANCES OF \$5.00 OR LESS**

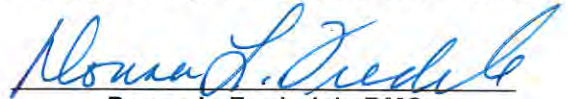
WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of property tax overpayments or delinquent amounts of five (5) dollars or less; and

WHEREAS, there also exists a need to apply the same provision as promulgated in N.J.S.A. 40A:5-17 to the cancellation of municipal sewer overpayments and delinquencies of five (5) dollars or less.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, that the Tax Collector is hereby authorized to cancel without any further action on the part of the Governing Body, any property tax and/or municipal sewer overpayments and/or delinquencies of \$5.00 or less.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

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

RESOLUTION 2019-102

DESIGNATING SIGNATURES FOR OFFICIAL DEPOSITORY

WHEREAS, the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey deem it necessary and advisable to designate official signatures in connection with depositories of the Borough of West Wildwood for funds being designated general, trust account, bond and interest account, school funds account, public assistance one and two accounts, dedicated by rider accounts, and/or dog license account; and

WHEREAS, **Crest Savings Bank** is considered a reputable bank for such purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that Crest Savings Bank shall be designated as the official depository of the Borough of West Wildwood, Cape May County, New Jersey; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon utility funds, general funds, trust funds, bond and interest funds, and public assistance accounts when signed by two (2) of the following, at least one (1) of which must be either the Mayor or the Commissioner of Revenue and Finance:

- Mayor of the Borough
- Commissioner of Revenue and Finance
- Commissioner of Public Works
- Municipal Clerk of the Borough
- Deputy Municipal Clerk
- Administrator
- CFO

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals from the school funds on deposit when such are countersigned by the custodian of the school funds; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon the dog license account when such withdrawals are signed by the Municipal Clerk of the Borough; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon the tax lien redemption account with one (1) signature by either the Municipal Tax Collector or the Municipal Clerk of the Borough being authorized to sign checks; and

BE IT FURTHER RESOLVED that the Municipal Clerk be and hereby is authorized to secure bonding insurance to cover all of the above noted signees in each of the different categories and capacities as noted above; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be delivered to **Crest Savings Bank** located in the City of Wildwood, Cape May County, New Jersey.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.

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

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

RESOLUTION 2019-102

DESIGNATING SIGNATURES FOR OFFICIAL DEPOSITORY

WHEREAS, the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey deem it necessary and advisable to designate official signatures in connection with depositories of the Borough of West Wildwood for funds being designated general, trust account, bond and interest account, school funds account, public assistance one and two accounts, dedicated by rider accounts, and/or dog license account; and

WHEREAS, **Crest Savings Bank** is considered a reputable bank for such purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that Crest Savings Bank shall be designated as the official depository of the Borough of West Wildwood, Cape May County, New Jersey; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon utility funds, general funds, trust funds, bond and interest funds, and public assistance accounts when signed by two (2) of the following, at least one (1) of which must be either the Mayor or the Commissioner of Revenue and Finance:

Mayor of the Borough
Commissioner of Revenue and Finance
Commissioner of Public Works
Municipal Clerk of the Borough
Deputy Municipal Clerk
Administrator
CFO

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals from the school funds on deposit when such are countersigned by the custodian of the school funds; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon the dog license account when such withdrawals are signed by the Municipal Clerk of the Borough; and

BE IT FURTHER RESOLVED that **Crest Savings Bank** be and hereby is authorized to honor withdrawals on behalf of the Borough of West Wildwood upon the tax lien redemption account with one (1) signature by either the Municipal Tax Collector or the Municipal Clerk of the Borough being authorized to sign checks; and

BE IT FURTHER RESOLVED that the Municipal Clerk be and hereby is authorized to secure bonding insurance to cover all of the above noted signees in each of the different categories and capacities as noted above; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be delivered to **Crest Savings Bank** located in the City of Wildwood, Cape May County, New Jersey.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.

Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-103

**ESTABLISHING INTEREST RATE AND GRACE PERIOD
FOR TAX AND SEWER COLLECTION FOR CY2020**

WHEREAS, N.J.S.A 54:4-67 et seq. permits the Governing Body of a Municipality to fix the rate of interest to be charged for the nonpayment of taxes, assessments, and sewer bills.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, that for CY2020 the rate of interest on unpaid taxes and assessments shall be eight percent per annum on the first One Thousand Five Hundred (\$1,500.00) Dollars of delinquency and 18 percent per annum on any amount in excess of One Thousand Five Hundred (\$1,500.00) to be calculated from the date the tax was payable until the date of actual payment, provided that no interest shall be charged if payment of any installment is made on or before the tenth calendar day following the date upon which the same became payable; and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; and

BE IT FURTHER RESOLVED that the rate of interest for CY2020 on unpaid sewer bills shall be eight percent per annum up to One Thousand Five Hundred (\$1,500.00) Dollars of delinquency and 18 percent per annum on any amount in excess of One Thousand Five Hundred (\$1,500.00) Dollars to be calculated from the date the bill was payable until the date of actual payment, provided that no interest shall be charged if payment of any installment is made on or before the tenth calendar day following the date upon which the same became payable. and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Municipal Tax Collector upon adoption.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

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

RESOLUTION 2019-104

DESIGNATING ORDER OF BUSINESS AT MEETINGS

BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that the following shall be the order of business at all meetings of said Borough:

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Open Public Meeting Act Statement
4. Roll Call
5. Additions/Deletions of Late Agenda Items
6. Old Business
7. Adoption of Previous Meeting Minutes
8. Reading and Adopting of Ordinances
9. Reading and Adopting of Resolutions
10. Motion to Pay Bills
12. Public Comments
13. Adjournment

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.

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

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

RESOLUTION 2019-105

APPOINTING A LOCAL HOUSING INSPECTOR

WHEREAS, the Borough of West Wildwood has requested and received authorization to conduct the State mandated inspections of hotels and multiple dwellings within its jurisdiction on behalf of the Bureau of Housing Inspection; and

WHEREAS, this authorization is based upon the requirement that these inspections and their related activities be conducted in strict accordance with the Conditions of Authorization provided by the State of New Jersey, Department of Community Affairs; and

WHEREAS, Lewis M. Ostrander is qualified to perform inspections and related activities as the Borough Housing Inspector.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Lewis M. Ostrander is hereby appointed as the Borough Housing Inspector for a term commencing January 1, 2020 to December 31, 2020.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-106

**A RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ENTER
INTO A CONTRACT FOR ANIMAL CONTROL SERVICES
WITH ANIMAL CONTROL OF SOUTH JERSEY**

WHEREAS, the Borough of West Wildwood has need to enter into an animal control services contract for the year 2019; and

WHEREAS, Steve Serwatka, owner of Animal Control of South Jersey with offices located at 2353 Delsea Drive, Delmont, NJ 08314, has submitted a contract proposal dated December 18, 2019 indicating he will provide animal control services for a yearly sum of \$2,400; and

WHEREAS, Steve Serwatka of Animal Control of South Jersey has the State of New Jersey licensing, certifications and experience necessary to perform the required services under the terms and conditions of the proposed contract, herewith attached; and

WHEREAS, all animal control services will be conducted in accordance with NJSA Title 4, 8, 19 and 26, Revisions and Borough Ordinances; and

WHEREAS, the award of this contract is contingent upon receipt and annexation hereto a Certification of Availability of Funds from the Chief Financial Officer of the Borough of West Wildwood.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, County of Cape May, New Jersey, that the Mayor and/or Deputy Mayor be and is hereby authorized to enter into a contract with Steve Serwatka, owner of Animal Control of South Jersey effective January 1, 2020 through December 31, 2020.

BE IT FURTHER RESOLVED that a copy of this Resolution and the contract are on file and available for public inspection in the office of the Borough Clerk during normal business hours.

BE IT FURTHER RESOLVED that this contract be published as provided by law.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


 Donna L. Frederick, RMC
 Municipal Clerk

CERTIFICATION OF AVAILABILITY OF FUNDS

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

TO: ANIMAL CONTROL OF SOUTH JERSEY

FOR: ANIMAL CONTROL SERVICES

IN THE AMOUNT OF: \$2,400.00

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

AMOUNT: \$2,400.00

ACCOUNT(S) 0-01-27-340-029

TOTAL AMOUNT OF CONTACT: \$2,400.00

Amount Certified by this Certification: \$2,400.00

_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: December 31, 2019

Chief Financial Officer: 

Resolution # 2019-106

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

RESOLUTION 2019-107

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

WHEREAS, the Borough of West Wildwood is seeking Professional Services for labor relations; and

WHEREAS, Mr. William G. Blaney, Esq., of the Law Firm of Blaney & Karavan, P.C., having offices located at 2123 Dune Drive, Avalon, New Jersey, 08202 is qualified to serve as Labor Counsel for the Borough of West Wildwood and has submitted a Proposal which is attached hereto; and

WHEREAS, a Professional Services Contract Agreement for Legal Services along with the terms of the representation has been submitted with an estimate not to exceed of \$20,000.00, for the term commencing January 1, 2020 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Mayor and/or Deputy Mayor is hereby authorized on behalf of the Borough to sign the Professional Services Contract 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 \$20,000.00.

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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

CERTIFICATION OF AVAILABILITY OF FUNDS

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

TO: WILLIAM G. BLANEY

FOR: LABOR COUNSEL

IN THE AMOUNT OF: NOT TO EXCEED \$20,000.00

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

AMOUNT: NOT TO EXCEED \$20,000.00

ACCOUNT(S) 0-01-20-155-027

TOTAL AMOUNT OF CONTACT: NOT TO EXCEED \$20,000.00


Amount Certified by this Certification: NOT TO EXCEED \$20,000.00

_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: December 31, 2019

Chief Financial Officer: 

Resolution # 2019-107

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

RESOLUTION 2019-108

**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 and/or Deputy Mayor be and is hereby authorized to execute a Contract with McManimon, Scotland & Baumann, to serve a Bond Counsel for the Borough of West Wildwood; and

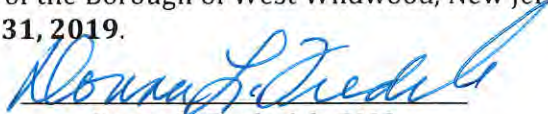
BE IT FURTHER RESOLVED that the term of appointment shall commence on January 1, 2020 and expire on December 31, 2020.

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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-109

**AUTHORIZING THE APPOINTMENT OF THE CUSTODIAN OF RECORDS
FOR THE WEST WILDWOOD POLICE DEPARTMENT**

WHEREAS, it is required by New Jersey's law governing access to government records maintained by public agencies N.J.S.A. 47:1A-1 et. seq. to have a custodian of records; and

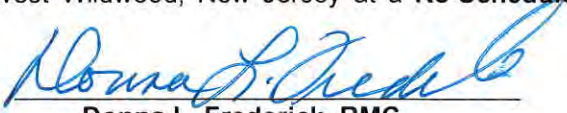
WHEREAS, it is necessary to appoint a custodian of records for the West Wildwood Police Department due to the nature and confidentiality of police records; and

WHEREAS, Sergeant James Dodd is hereby appointed as the Custodian of Records for the West Wildwood Police Department and Officer Brian Gibson is hereby appointed as Custodian of Records in the absence of Sergeant Dodd.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Sergeant James Dodd and Officer Brian Gibson be and are hereby appointed as the custodians of records for the West Wildwood Police Department.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


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

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

RESOLUTION 2019-110

**AUTHORIZING THE APPOINTMENT OF A MUNICIPAL HUMANE LAW
ENFORCEMENT OFFICER**

WHEREAS, the State of New Jersey requires the Borough to appoint a Municipal Humane Law Enforcement Officer; and

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of West Wildwood, County of Cape May, State of New Jersey, that Police Officer Brian Gibson is hereby appointed to the position of Municipal Humane Law Enforcement Officer for the West Wildwood Police Department.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

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

RESOLUTION 2019-111

**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, 2020 and expiring on December 31, 2020.

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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



Donna L. Frederick, RMC
Municipal Clerk

CERTIFICATION OF AVAILABILITY OF FUNDS

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

TO: PHOENIX ADVISORS, LLC

FOR: DISCLOSURE AGENT/MUNICIPAL ADVISOR

IN THE AMOUNT OF: AS PER FEE SCHEUDLE

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

AMOUNT: AS PER FEE SCHEDULE

ACCOUNT(S) 0-01-20-130-029

TOTAL AMOUNT OF CONTACT: AS PER FEE SCHEDULE

Amount Certified by this Certification: AS PER FEE SCHEDULE

_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: December 31, 2019

Chief Financial Officer:



Resolution # 2019-111

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

RESOLUTION 2019-112

**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 and/or the Deputy 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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



Donna L. Frederick, RMC
Municipal Clerk

2020 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. EGT proprietary end user documentation, faq's, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an on site visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days notice.
9. This agreement must be signed and returned by December 31, 2019 for continued support. The effective date of this agreement is January 1, 2020 through December 31, 2020.

Client: BOROUGH OF WEST WILDWOOD

Authorized Representative:  12/31/19
Signature Date

Printed Name: MAYOR CHRISTOPHER J. FOX

092619

2020 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCSJ software operation
- MCSJ report printing resolution
- Client voting for Software Enhancements in “The User Voice” community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ Enhancements to Version 2019.2 ready now
- Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

2020 Minimum Recommended Back-up Procedures

*****CRITICAL REQUIREMENT*****

Every year clients lose data due to ransomware, hardware failures and viruses.

Please take proper precautions to protect and backup your data.

Edmunds GovTech strongly recommends performing regular backups on your MCSJ database. It is best to deploy a solution that backs up your data to a local media and off-site/cloud location as well so that it can be recovered in the event of a total loss. Edmunds GovTech offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of \$150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed below to help keep your data safe.

- ✓ The MCSJ database (mcsDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.
- ✓ Complete MCSJ directory back up should be done at least weekly.
- ✓ Media (tapes/flash drives/external HD) should be rotated and taken off site.
- ✓ Monthly media should be archived for at least 3 months.
- ✓ Backups should be tested by being fully restored at least every 30 days to verify MCSJ is being successfully backed up. DO NOT test by restoring to the original location, this will overwrite your live database.

If activated the MCSJ application warns you if MCSJ data files have not been backed up in 4 days. It is the responsibility of each client to insure the success of these MCSJ data backups and including any other critical data is also being properly backed up.

Client name: BOROUGH OF WEST WILDWOOD Date: 12/31/19

Employee signature: 

Printed name: MAYOR CHRISTOPHER J. FOX

Please make a copy for your records and distribute as necessary.

Please sign and fax back to 609-645-3111.

092619

October 01, 2019

Dear Client:

In order to ensure the Edmunds GovTech commitment to providing exceptional service and systems, your support & license agreement in 2020 will have an increase for the 1st time since 2009. While our costs have increased substantially over that time, you will only have a modest +/- 3.2% increase. We are able to keep the increase modest due to our ongoing investments in staff training, operational efficiencies and continuing growth.

Please check out our recently added modules; Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management.

Cloud Hosting and DataVault provide multiple benefits of redundant back-ups and increasingly important protection against ransomware, viruses and other data intrusions.

Check out our current apps in the Apple and Google store by searching "MCSJ". Current apps include: Attendance, MyTown Resident Services & Notification, Requisition, Inspection, Meter and Inventory Management.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due January 2, 2020 and cover the period of January 1, 2020 through December 31, 2020.

- All attached agreements must be signed and returned prior to December 31, 2019 to continue use of MCSJ Software and receive software support, system enhancements, mandated changes and updates.
- If you purchased your system sometime in calendar year 2019, your support agreements have been pro-rated to the date of purchase to account for your one year of free support. If your system was purchased in 2018, and this year there is an increase, it's because your 2019 Support & License agreement was pro-rated.
- MCSJ Cloud based system provides daily back-up, enhanced security, performance and access, please contact us for more information.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds GovTech greatly appreciates the opportunity to serve your organization.

Best regards,

Edmunds GovTech

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

RESOLUTION 2019-113

**ESTABLISHING THE WORKSHOP MEETING DATES OF THE BOROUGH OF WEST
WILDWOOD BOARD OF COMMISSIONERS FOR THE YEAR 2020**

WHEREAS, the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, State of New Jersey hereby establish the **Workshop Meeting Dates** for the Year 2020 in accordance the Open Public Meeting Act (N.J.S.A. 10:4-1, et seq.), commonly referred to as the Sunshine Law, which establishes the right of all citizens to have adequate notice of all Public Meetings.

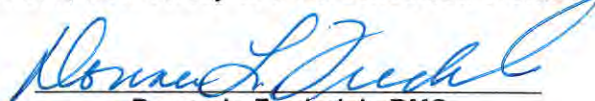
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, that the **Workshop Meetings** of the West Wildwood Board of Commissioners will be held on the first Monday prior to the regular meeting date at the Municipal Building, 701 West Glenwood Avenue, West Wildwood, New Jersey beginning at 9:00am **prevailing time unless otherwise noted. Official Action may be taken.**

**February 3, 2020
March 2, 2020
April 6, 2020
May 4, 2020
June 1, 2020
June 29, 2020
August 3, 2020
August 31, 2020
October 5, 2020
November 2, 2020
November 30, 2020
December 28, 2020**

BE IT FURTHER RESOLVED, that this Resolution shall be posted on the West Wildwood Municipal Hall Bulletin Board, to remain there for the full Calendar Year 2020; published in both Official Municipal Newspapers; and shall remain available from the Municipal Clerk's Office upon request; all in accordance with State Law.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

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

RESOLUTION 2019-114

**AUTHORIZING THE AWARDING OF A NON-FAIR AND OPEN CONTRACT
FOR THE PROFESSIONAL SERVICES OF PLANNING BOARD SOLICITOR**

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

WHEREAS, Stefankiewicz and Belasco, LLC, Attorneys-At-Law, having offices located at 111 E. 17th Avenue, North Wildwood, New Jersey, have submitted a Proposal and fee schedule for said Professional Services; and

WHEREAS, Stefankiewicz and Belasco, have completed and submitted a Business Entity Disclosure Certification which certifies that Stefankiewicz and Belasco, LLC have not made any reportable contributions to a political or candidate committee in the name of West Wildwood Borough Commissioners within the previous year and that this Contract will prohibit Stefankiewicz and Belasco 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 and/or Deputy Mayor be and he is hereby authorized to execute a Contract Agreement with Stefankiewicz and Belasco to serve as Planning Board Solicitor for the Borough of West Wildwood; and

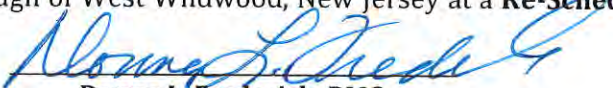
BE IT FURTHER RESOLVED that the term of appointment shall commence on January 1, 2020 and expire on December 31, 2020; and

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 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 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 notice of this contract award shall be published by the Municipal Clerk in accordance with the requirements of Law; and

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-115

APPROVING BUDGET TRANSFERS FOR THE CY2019

WHEREAS, the following transfers are necessary to make certain year end transfers to the CY 2019 budget.

NOW, THEREFORE, BE IT RESOLVED, that the following CY2019 budget transfers be made:

Budget Description	From	To	Budget Account
Social Security	9,800.00		9-01-36-472-000
Street Lighting	2,210.00		9-01-31-435-000
Defined Contribution Retirement Plan		145.00	9-01-36-480-000
Telephone		1,865.00	9-01-31-440-000
Building Repairs		10,000.00	9-01-26-310-082
	12,010.00	12,010.00	

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

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-116

**AUTHORIZING THE CANCELLATION OF UNEXPENDED BALANCES FROM THE
OPERATING BUDGET FOR THE CY2018**

WHEREAS, there exist unexpended balances in the CY2019 Operating Budget ; and

WHEREAS, there is no further need to retain said unexpended balances; and

WHEREAS, it is deemed to be in the best interest of the Borough of West Wildwood to cancel said unexpended balances and it is the desire of the Board of Commissioners to cancel these unexpended balances.


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that unexpended balances in the CY2019 Operating Budget be and are hereby cancelled.

<u>Line Item</u>	<u>Amount</u>
Gen Administrator S/W	7,000.00
Gen Administrator O/E	1,000.00
Part Time Commissioners S/W	3,600.00
Municipal Clerk S/W	400.00
Municipal Clerk O/E	1,500.00
Finance S/W	2,000.00
Finance O/E	500.00
Collection of Taxes O/E	1,500.00
Legal Services O/E	22,000.00
Land Use Administration	1,500.00
Liability Insurance	4,000.00
Group Employee Insurance	24,400.00
Police S/W	68,000.00
Police O/E	10,500.00

Emergency Management O/E	2,000.00
Fire Department O/E	500.00
Storm Debris Management O/E	2,000.00
Public Works S/W	3,500.00
Public Works O/E	12,500.00
Solid Waste O/E	8,500.00
Parks and Recreation	1,000.00
Maintenance of Parks O/E	1,500.00
Street Lighting	5,000.00
Natural Gas	2,500.00
Water	4,600.00
Gasoline/Diesel	13,500.00
Landfill Fees	6,000.00
Construction O/E	10,000.00
Social Security System	500.00
Unemployment Insurance	<u>3,500.00</u>
	<u><u>225,000.00</u></u>

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2019-117

**AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ENTER INTO A
COMMODITY RESALE AGREEMENT WITH THE CITY OF
WILDWOOD FOR GASOLINE AND DIESEL FUEL**

WHEREAS, the Borough of West Wildwood is desirous of entering into a Commodity Resale Agreement with the City of Wildwood; and

WHEREAS, the City of Wildwood has agreed to serve as the lead agency for a Commodity Resale System with the Borough of West Wildwood and sell to the Borough of West Wildwood gasoline and diesel fuel; and

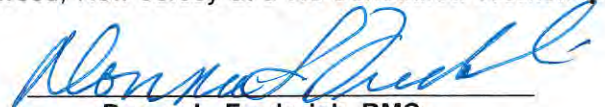
WHEREAS, the term of the agreement shall be five (5) years.

NOW, THEREFORE, BE IT RESOLVED that Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby authorize the Mayor and/or Deputy Mayor to enter into a contract with the City of Wildwood for the sale of gasoline and diesel fuel for a term of five (5) years commencing January 1, 2020 and expiring December 31, 2024.

BE IT FURTHER RESOLVED that the Mayor and/or Deputy Mayor will cooperate with the City of Wildwood in preparing and forwarding to the Director of the Division of Local Government Services within the State Department of Community Affairs any required forms or other documentation.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox		X	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



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

**COMMODITY RESALE AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND
THE CITY OF WILDWOOD.**

THIS AGREEMENT dated this 31st day of December, 2019 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 available to service THE SPECIFIC NEEDS OF THE Borough relating to 24 hours access to the fueling of vehicles for a three (5) years ; and

WHEREAS, the Borough of West Wildwood needs these services for their respective department, especially in emergency weather events; and

WHEREAS, each respective municipality has determined through its governing body that the only charge to be paid is the cost for the gallons of fuel consumed by the Borough of West Wildwood. It has been determined that this service 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 .

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

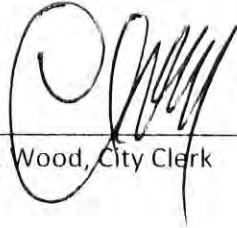
BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 1, 2020 and shall terminate on December 31, 2024, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with 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.

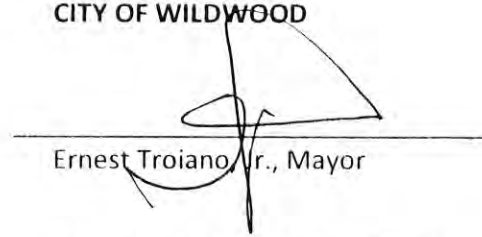
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:



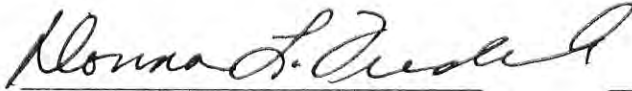
Christopher H. Wood, City Clerk

CITY OF WILDWOOD



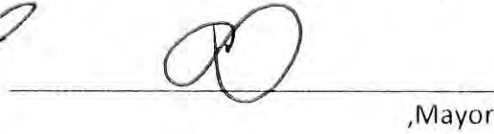
Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



,Mayor

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

RESOLUTION 2019-118

**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 Borough of West Wildwood and the City of Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Emergency Medical Services for three (3) years; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby authorize and direct the Mayor and/or Deputy Mayor and Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for Emergency Medical Services in the amount of \$17,000.00 per year as attached herewith; and

BE IT FURTHER RESOLVED that the term of this Agreement is for three (3) year, commencing January 1, 2020 and expiring December 31, 2022, 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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



**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 31st day of December, 2019 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 West Wildwood will respond through Mutual Aid to Wildwood: and

WHEREAS, the Borough of West Wildwood will pay to the City of Wildwood \$17,000.00 per year for the services for the year's 2020, 2021 and 2022.

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

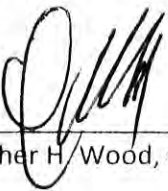
BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 1, 2020 and shall terminate on December 31, 2022, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with 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.

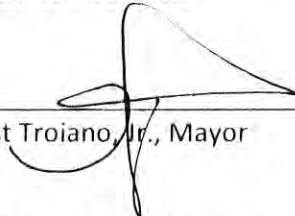
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:



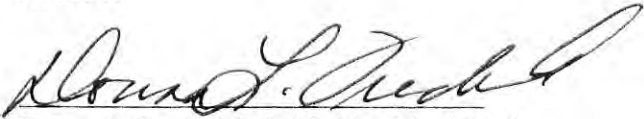
Christopher H. Wood, City Clerk

CITY OF WILDWOOD



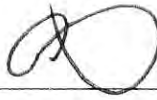
Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



, Mayor

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

RESOLUTION 2019-119

**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

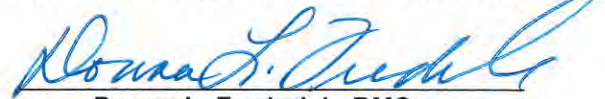
WHEREAS, the Borough of West Wildwood and the City of Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Police Dispatch for three (3) years.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, hereby authorized the Mayor and/or Deputy Mayor and the Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for said services in the annual amount of \$38,000.00 per year as attached herewith; and.

BE IT FURTHER RESOLVED, that the term of this Agreement is for three (3) year, commencing January 1, 2020 and expiring December 31, 2022, 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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.



**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 31st day of December, 2019 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 three (3) years; 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 \$38,000.00 per year for the services for the year's 2020, 2021 and 2022.

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, 2020 and shall terminate on December 31, 2022, 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.

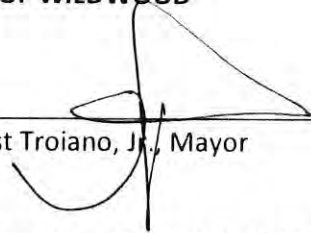
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:



Christopher H. Wood, City Clerk

CITY OF WILDWOOD



Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



,Mayor

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

RESOLUTION 2019-120

**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 Borough of West Wildwood and the City of Wildwood deem it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Municipal Court Services for three (3) years; and


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, that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby authorize and direct the Mayor and/or Deputy Mayor and Borough Clerk to execute a Shared Services Agreement with the City of Wildwood for Municipal Court Services in the amount of \$22,000.00 per year as attached herewith; and; and

BE IT FURTHER RESOLVED that the term of this Agreement is for three (3) year, commencing January 1, 2020 and expiring December 31, 2022, 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	X			
Commissioner Scott W. Golden	X		X			
Commissioner Amy Korobellis						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 **Re-Scheduled Workshop Meeting** held on **December 31, 2019**.


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 31st day of December, 2019 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 will pay to the City Wildwood \$22,000.00 per year for the services for the year's 2020, 2021 and 2022 ("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.

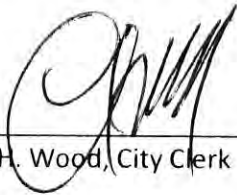
4. West Wildwood hereby agrees to appoint the current and future Municipal Court Judge of Wildwood as the Judge of the Municipal Court of West Wildwood. In the event the Judge of the Municipal Court of West Wildwood must be reappointed during the term of this Agreement, West Wildwood agrees to appoint 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, 2020 and shall continue for a period of three (3) years ending on December 31, 2022. On or before December 31, 2022, 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.

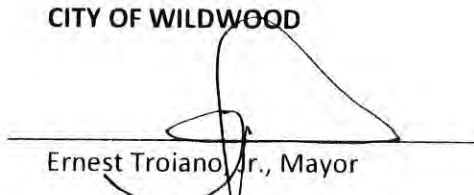
IN WITNESS WHEREOF, the parties have set their hands and seals below.

ATTEST:



Christopher H. Wood, City Clerk

CITY OF WILDWOOD



Ernest Troiano, Jr., Mayor

ATTEST:



Donna L. Frederick, RMC, Municipal Clerk

BOROUGH OF WEST WILDWOOD



, Mayor