

# **WORKSHOP MEETING MINUTES**

*APRIL 20, 2022*

# *Borough of West Wildwood*

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*"Small town Charm on the Back Bay"*

## **AGENDA**

### **NOTICE OF TENTATIVE AGENDA - WORKSHOP MEETING**

**APRIL 20, 2022 - 9:00am**

**This is a proposed agenda which is subject to change by Commissioners without further notice.**

#### **CALL TO ORDER**

#### **OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

**THIS WORKSHOP MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING WAS RE-ESTABLISHED IN RESOLUTION 2021-062. NOTICE OF THIS MEETING WAS SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD AND BOROUGH WEBSITE**

#### **PLEDGE OF ALLEGIANCE**

#### **ROLL CALL:**

#### **DISCUSSION:**

Possible agenda items for regular meeting.

#### **RESOLUTIONS:**

**2022-048 – RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2021 OF EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE**

**2022-049 – AUTHORIZING THE APPOINTMENT OF A FULL TIME POLICE OFFICER ON THE WEST WILDWOOD POLICE DEPARTMENT**

**Open to the Floor for Public Comment**

#### **ADJOURNMENT**

#### **OFFICAL ACTION MAY BE TAKEN**

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

BOROUGH OF WEST WILDWOOD  
BOARD OF COMMISSIONERS  
**WORKSHOP MEETING**  
**Official Action may be taken**  
WEDNESDAY – APRIL 20, 2022  
9:00 AM

**MINUTES:**

Mayor Ksiazek called the meeting to order, read the OPMA statement:

**THIS WORKSHOP MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING WAS RE-ESTABLISHED IN RESOLUTION 2021-062. NOTICE OF THIS MEETING WAS SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD AND BOROUGH WEBSITE**

Mayor led the Pledge of Allegiance.

Prior to roll call, Mayor Ksiazek asked for a moment of silence in memory of Bob Kilgore who was a longtime resident, member of the planning board and school board.

**ROLL CALL: Present**

Comm. Banning  
Comm. Segrest  
Mayor Ksiazek  
Solicitor Lyons  
Deputy Clerk Carl O'Hala  
CFO Elaine Crowley  
Municipal Clerk Donna L. Frederick

Clerk read the following resolutions by title:

**2022-048 – RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2021 OF EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE**

Clerk asked for a motion to adopt resolution

Motion by Comm. Banning; Second by Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

**2022-049 – AUTHORIZING THE APPOINTMENT OF A FULL TIME POLICE OFFICER ON THE WEST WILDWOOD POLICE DEPARTMENT**

Clerk asked for a motion to adopt resolution

Motion by Comm. Banning; Second by Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

Clerk presented the request for a shared services agreement regarding solid waste dumping and tipping fees with North Wildwood, Wildwood and West Wildwood to help alleviate half full sanitation trucks going to the transfer station. A brief discussion ensued.

Clerk read the following resolution by title:

**2022-50 - AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE  
BOROUGH OF WEST WILDWOOD, THE CITY OF NORTH WILDWOOD  
AND THE CITY OF WILDWOOD FOR THE PURPOSE OF  
CONSOLIDATION OF SOLID WASTE TIPPING DISPOSAL**

Clerk asked for a motion to adopt resolution

Motion by Comm. Banning; Second by Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

Tony Donofrio from the borough engineer's office went over project updates with the commissioners. Poplar Avenue has some punch list items that still need to be addressed. The ADA ramp at the police department is in the re-design stage and should be completed to act upon at the next regular meeting. The borough was granted another time extension from the DCA Small Cities grant until September. Tony will check to see the exact date. Comm. Segrest's stated the borough does not want to lose \$227,000.00 in grant money. Clerk will be prepared to present a resolution for bidding the project at the regular meeting in May.

Engineers presented bulkhead proposals, for Lake Avenue Park & the North end of Neptune Avenue. A discussion ensued regarding bidding the projects together. Discussion regarding storm water flood gates and incorporating the upgrades during the Venice Avenue Park bulkhead replacement project. There was a discussion about the BRIC grant application for future bulkhead replacement. Comm. Segrest explained stated there is no additional funding in place for the Neptune Avenue project and suggested to do Lake Avenue bulkhead first, because there is a DOT grant that can be combined for outfall line upgrades. The Neptune Avenue project needs to have stormwater upgrades and no money is in place at this time to do it. Comm. Segrest suggested to do one location first. Tony Donofrio stated the projects are small and, in his opinion, he doesn't see any benefit in combining both bulkheads. Comm. Segrest suggested doing Lake bulkhead tying it in with the DOT grant so the borough can get the reimbursable grant money in to pay down the bond. Mayor's opinion was the Neptune bulkhead should be done first. A lengthy discussion ensued. Tony Donofrio stated it would be a fall project. Mayor would like to have a resolution authorizing the engineers prepare a design and bid prep documents for the regular May meeting. Administrator/Clerk suggested the engineers incorporate a stipulation that while the bulkhead project is under construction it must be buttoned up, no leaving a mass opening.

Mayor discussed the Pine Avenue D.O.T. project from Q Avenue to Lake Rd. Tony Donofrio will get clarity on the scope of the project to check if curbs and sidewalks were part of the project. Discussion ensued, engineers will get a cost estimate together and clerk will prepare a resolution for the regular meeting authorizing the borough engineer to prepare design, bid specs

and advertisement for fall construction. CFO Crowley will make sure there is enough bond money.

Mayor discussed a meeting with the USDA on April 28 to go over the letter of conditions for the loan/grant for Maple Avenue. CFO will check with auditor and bond counsel to see if it is necessary for them to attend. Tony Donofrio stated he has not received any word from the USDA regarding moving excess funding around to do manhole repairs, it may be restricted to Maple Avenue area. The Poplar & G Avenue project is not completely closed out yet because of the issue with Lafayette. Solicitor will contact Lexa Concrete's attorney to see if the issue has been resolved with the subcontractor Lafayette.

A discussion regarding manhole repairs took place. Tony Donofrio stated the contract should be signed on Friday. Tony will have a pre-construction meeting with the contractor to discuss the other repairs. Comm. Segrest instructed Tony to coordinate with the administrator for the repairs. Tony informed the commissioners that during the first round of repairs one of the manhole lid casting broke. Administrator suggested to use one of the two castings that were kept from the Poplar Avenue project to save money. Tony will get a cost estimate for the labor and advise commissioners.

Mayor discussed the bulkhead ordinance and what would be considered appropriate backfill. He will contact the borough engineer for guidance and solicitor will prepare the ordinance for introduction at the regular meeting in May.

A discussion ensued regarding the J Avenue flooding issue and the repairs the condo association is making to address this matter. Mayor will reach out to them.

Mayor reported the E Avenue floodgate is not properly functioning and DPW is working on it.

Mayor discussed the siren timer and will try to trouble shoot the problem as the service technician stated it would be a few months before they can service it. The siren is operational remotely for flooding, only the timer which regulates the noon test is not working. Comm. Banning stated when the OEM grant monies are received, they can use that funding to do the necessary work.

Mayor will reach out to the company to see if they can diagnose the issue over the phone.

Clerk informed the commissioners the stormwater ordinance is ready for introduction at the May regular meeting and will provide copies to them and the solicitor for review.

Comm. Segrest discussed implementing a back-up for our computer system which JIF is requiring. Our IT contractor will provide a cost estimate for the necessary equipment and installation.

A brief discussion regarding 26<sup>th</sup> St. storm resiliency, the BRIC grant program deadline. Mayor will reach out to Scott Douglass and provide him with the data research that the borough has already completed.



Comm. Segrest discussed consumption base sewer billing, any way billing is implemented the leaks into the system must be fixed, this will be further discussed.

After discussions clerk read by title the following resolution:

**2022-051 - AUTHORIZING A CLOSED (EXECUTIVE) SESSION MEETING PURSUANT TO N.J.S.A. 10:4-12(b7) INVOLVING PENDING OR ANTICIPATED LITIGATION OR CONTRACT NEGOTIATIONS**

Clerk asked for a motion to adopt resolution

Motion by Comm. Banning; Second by Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Resolution Adopted.

Clerk asked for a motion to reconvene from closed executive session.

Motion by Comm. Banning; Second by Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.

Motion Carried.

Mayor opened the meeting to the floor for public comment, hearing none mayor closed the meeting and having no further matters called for a motion to adjourn.

**Motion to Adjourn:**

Motion by: Comm. Banning; Second by: Comm. Segrest

Roll Call Vote: Comm. Banning, yes; Comm. Segrest, yes; Mayor Ksiazek, yes.


Motion Carried

Respectfully submitted,

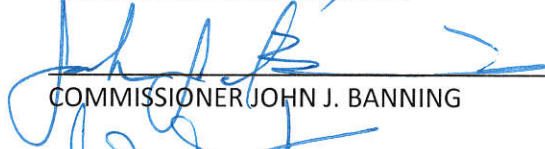


Donna L. Frederick, RMC, Municipal Clerk

***This is a generalization of the Workshop meeting on April 20, 2022, and not a verbatim transcript.  
THESE MINUTES WERE APPROVED AT THE MAY 6, 2022, REGULAR COMMISSION MEETING***



MAYOR MATTHEW J. KSIAZEK



COMMISSIONER JOHN J. BANNING



COMMISSIONER JOSPEH D. SEGREST

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

**RESOLUTION 2022-048**

**RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO  
ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2021 OF  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EMERGENCY  
MANAGEMENT AGENCY ASSISTANCE**

**WHEREAS**, the Borough of West Wildwood Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN #97.042, Subgrant Award #FY21-EMPG-EMAA-0513 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The subgrant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

**WHEREAS**, the Borough of West Wildwood will use these funds to enhance your Emergency Management Program and that the funds will be used for Emergency Management purposes; and

**WHEREAS**, the award period is from July 1, 2021 to June 30, 2022; and

**WHEREAS**, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

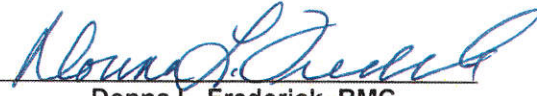
**WHEREAS**, the Borough of West Wildwood Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of West Wildwood, in the County of Cape May, State of New Jersey:

1. That the Council accepts the award of the FFY21 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolutions shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J. Ksiazek			X			
Commissioner John J. Banning	X		X			
Commissioner Joseph D. Segrest		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 the **Workshop Meeting** held on **April 20, 2022**.

  
Donna L. Frederick, RMC  
Municipal Clerk



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

**RESOLUTION 2022-049**

**AUTHORIZING THE APPOINTMENT OF A FULL-TIME 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**, it is deemed in the best interest of the Borough to appoint Gregory O'Connell 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 Gregory O'Connell be and is hereby appointed as a full-time police officer for the West Wildwood Police Department effective immediately.

**BE IT FURTHER RESOLVED** that Gregory O'Connell be and is hereby authorized to carry-out all of the duties, functions and responsibilities of a 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 Matthew J. Ksiazek			X			
Commissioner John J. Banning	X		X			
Commissioner Joseph D. Segrest		X	X			

I, **Donna L. Frederick, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Workshop Meeting** held on **April 20, 2022**.

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

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

**RESOLUTION 2022-050**

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE  
BOROUGH OF WEST WILDWOOD, THE CITY OF NORTH WILDWOOD  
AND THE CITY OF WILDWOOD FOR THE PURPOSE OF  
CONSOLIDATION OF SOLID WASTE TIPPING DISPOSAL**

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

**WHEREAS**, the Borough of West Wildwood, the City of North Wildwood, and the City of Wildwood, all Parties to this Agreement, currently have contracts with Gold Medal Environmental for solid waste sanitation services; and

**WHEREAS**, the current economic climate and ever-changing conditions including increased costs of labor and fuel have contributed to an adverse impact on municipal contracts for solid waste and recycling services; and

**WHEREAS**, as a result of these constraints and in an attempt to lessen the burden, all Parties have agreed that it is the best interest of West Wildwood, North Wildwood and Wildwood to consolidate the waste tipping and disposal process for trash and recycling amongst the three towns pursuant to this Shared Services Agreement: and

**WHEREAS**, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq. and Local Public Contract Law, N.J.S.A. 40A:11-5(2), municipalities may enter into Shared Services Agreements without competitive bidding; and

**WHEREAS**, each Party authorized to enter into an agreement under the Shared Services Act must do so by the adoption of a resolutions; and

**WHEREAS**, this Agreement shall specify the services to be performed, procedures for payment, and assignment and allocation of responsibility for meeting the standards by, between and among all Parties.

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

1. All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute a Shared Services Agreement between the Borough of West Wildwood, City of North Wildwood and the City of Wildwood for the reasons expressed herein and any other documents necessary to carry out the intent and purpose of this Resolution.

3. The City of North Wildwood shall act as the Lead Agency for the Municipalities in carrying out the intent and purpose of this Resolution.
4. This Resolution is contingent upon an identical or substantially identical Resolution being adopted by each of the Municipalities named herein.
5. The Shared Services Agreement authorized hereby shall be annexed to and made part of this Resolution.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Matthew J. Ksiazek			X			
Commissioner John J. Banning	X		X			
Commissioner Joseph D. Segrest		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 **Workshop Meeting** held on **April 20, 2022**.



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

**INTERLOCAL SERVICE AGREEMENT BETWEEN THE CITY OF NORTH  
WILDWOOD, CITY OF WILDWOOD AND BOROUGH OF WEST WILDWOOD FOR  
CONSOLIDATED SOLID WASTE TIPPING DISPOSAL**

This Interlocal Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between

**The City of North Wildwood (hereinafter referred to as “North Wildwood”, “Party” and collectively as “Towns” or “Parties”)**, a municipal corporation with municipal offices located at 901 Atlantic Avenue, North Wildwood, NJ 08260; and

**The City of Wildwood (hereinafter referred to as “Wildwood”, “Party” and collectively as “Towns” or “Parties”)**, a municipal corporation with municipal office located at 4400 New Jersey Avenue, Wildwood, NJ 08260; and

**The Borough of West Wildwood (hereinafter referred to as “West Wildwood”, “Party” and collectively as “Towns” or “Parties”)**, a municipal corporation with municipal offices located at 701 W. Glenwood Avenue, West Wildwood, NJ 08260.

**WITNESSETH:**

**WHEREAS**, all Parties to this Agreement currently have contracts with Gold Medal Environmental for solid waste sanitation services; and

**WHEREAS**, the current economic climate and ever-changing conditions including increased costs of labor and fuel have contributed to an adverse impact on municipal contracts for solid waste and recycling services; and

**WHEREAS**, as a result of these constraints and in an attempt to lessen the burden, all Parties have agreed that it is in the best interest of North Wildwood, Wildwood, and West Wildwood to consolidate the waste tipping and disposal process for trash and recycling amongst the three towns pursuant to this Interlocal Agreement; and

**WHEREAS**, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et. seq. and Local Public Contract Law, N.J.S.A. 40A:11-5(2), municipalities may enter into Interlocal Agreements without competitive bidding; and

**WHEREAS**, each Party authorized to enter into an agreement under the Interlocal Services Act must do so by the adoption of a resolution; and

**WHEREAS**, this Agreement shall specify the services to be performed, procedures for payment, and assignment and allocation of responsibility for meeting the standards by, between and among all Parties.

**NOW, THEREFORE**, in mutual consideration, the parties herein agree as follows:

**1. INCORPORATION OF PREAMBLE.** All of the provisions of the Preamble that is set forth above are repeated and incorporated herein by this reference thereto as if set forth at length.

**2. SERVICES TO BE PERFORMED**

North Wildwood, Wildwood and West Wildwood agree to consolidate the waste tipping and disposal process for trash and recycling amongst all Parties, as performed pursuant to individual municipal contracts with Gold Metal Environmental for solid waste sanitation services.

**3. EFFECTIVE DATE, INITIAL TERM; TERMINATION.**

This Agreement shall be approved by Resolution of the governing bodies of North Wildwood, Wildwood and West Wildwood, adopted in accordance with law at public meetings held in accordance with the provisions of the Open Public Meetings Act and the provisions of the Interlocal Services Act. Upon execution of this Agreement on behalf of the Parties hereto, the effective date of this Agreement shall be January 1, 2022.

The initial term of this Agreement shall end on December 31, 2022, but, in the absence of this Agreement being terminated in accordance with the procedures set forth herein, this Agreement shall extend from year to year, on the same terms and conditions set forth herein. The last renewal, however, shall expire no later than December 31, 2024.

Either party may terminate this Agreement, with or without cause, by providing written notice to the Municipal Clerks of the other Parties served personally or by certified mail, return receipt requested (effective on the date of posting with postage prepaid) no later than October 31 of the year in which this Agreement is set to expire or immediately upon written notice in the event of a breach of this Agreement.

In the event that any Party to this Agreement ceases or terminates contractual solid waste sanitation services with Gold Medal Environmental (GME), then the Party (or Parties) in question shall provide immediate notice to the other Parties of this Agreement, whereupon this Agreement immediately shall be terminated and the Parties shall have no further obligation to one another.



#### **4. PAYMENT FOR SERVICES.**

Consistent with Exhibit A attached hereto that displays the MUA Yearly Tonnage from 2017 – 2021 for North Wildwood, Wildwood and West Wildwood, the assessment of tipping fees owed by each Party shall be the 5-year percentage of total trash tonnage for each Party.

Total trash tonnage contributed by all Parties from 2017 – 2021 = 48,994 tons.

Of that, total contributions made by each Party, including percentage calculations based on individual contributions that will be owed in tipping fees are as follows:

North Wildwood = 21,546 tons (44%)

Wildwood = 25,857 tons (53%)

West Wildwood = 1591 tons (3%)

#### **5. PAYMENT PROCEDURE.**

Whenever any provision of this Agreement calls for payment of tipping fees to the CMCMUA, North Wildwood Chief Financial Officer shall furnish to the Wildwood and West Wildwood Chief Financial Officers such written records as will detail the reason that the payment is due and which further details the amount that is due per Party.

Upon receipt of such documentation, the Wildwood and West Wildwood Chief Financial Officers shall provide to the North Wildwood Chief Financial Officer an appropriate voucher for the reimbursement or payment to be made. Upon receipt of such voucher, it shall be executed by the appropriate North Wildwood officials and returned to the Wildwood and West Wildwood Chief Financial Officers for processing and payment in accordance with North Wildwood's normal procedures therefore.

Payment by West Wildwood and Wildwood for CMCMUA billed tipping fees shall be made directly to North Wildwood and North Wildwood shall issue final full payment on behalf of all Parties to the Cape May County Municipal Utilities Authority (CMCMUA) for total tipping fees billed by the CMCMUA.

North Wildwood will pay CMCMUA in accordance with its customary voucher payment procedures and North Wildwood shall further provide each Party with a copy of the payment transmittal sent to CMCMUA for monitoring purposes.

**5. INSURANCE.** North Wildwood, Wildwood and West Wildwood acknowledge that they are members of the Atlantic County Joint Insurance Fund and agree to remain insured by said entity so long as this Agreement is in effect.

**6. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Each municipality shall defend (and assume all costs, expenses and attorney's fees incurred in connection with such defense), indemnify and save harmless the other municipality, the other municipality's elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipalities from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney's fees incurred and claims or demands of any nature whatsoever that is/are made or brought against the other municipalities, its elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other municipality which arise out of or is alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the performance of services associated with this Agreement.

**7. MISCELLANEOUS.**

a. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the Parties agree that their Mayors, or Mayoral designees, immediately will meet and make a good faith effort to resolve said dispute(s). In the event that the dispute(s) cannot be resolved amicably, then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.

b. **Full Agreement; No Oral Modification.** This Agreement is a full statement of the agreements and understandings of the governing bodies of North Wildwood, Wildwood and West Wildwood. This Agreement is not subject to oral modification and may be changed only by writing, approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.

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

d. **Severability of Terms.** If any term or provision of this Agreement, to any extent, shall be determined by a court of competent jurisdiction to be invalid or unenforceable then it shall be severable and the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.

e. **No Waiver of Breach or of Remedies.** No waiver by a municipality of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first

Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of another Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the other Party while another Party continues to be so in default. Any remedy that another Party may have by reason of a breach of any provision of this Agreement by another Party at all times shall be preserved and may not be waived.

f. **Joint Preparation.** This Agreement is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks the day and year first written above to be effective on the date defined by this Agreement.

*SIGNATURE PAGE TO FOLLOW*

ATTEST:

THE CITY OF NORTH WILDWOOD

\_\_\_\_\_  
W. Scott Jett, RMC, City Clerk

\_\_\_\_\_  
Patrick T. Rosenello, Mayor

ATTEST:

THE CITY OF WILDWOOD

\_\_\_\_\_  
Christopher Wood, RMC, City Clerk

\_\_\_\_\_  
Peter Byron, Mayor

ATTEST:

THE CITY OF WEST WILDWOOD

\_\_\_\_\_  
Donna Frederick, RMC, Borough Clerk

\_\_\_\_\_  
Matthew Ksiaszek, Mayor