

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Frank Guaracini iii [<mailto:frank@blaneykaravan.com>]
Sent: Tuesday, May 07, 2019 5:22 PM
To: Mary Bittner
Cc: Kyle D. Weinberg
Subject: Re: DeMarzo v. Wildwood

Mary,

Attached, please find the brief in support of the City's Motion for reconsideration. The Motion was filed tonight and is returnable May 24.

Frank Guaracini, III, Esq.
Frank@BlaneyKaravan.com

BLANEY & KARAVAN, P.C.
2123 Dune Drive
Suite 11
Avalon, New Jersey 08202
Ph. (609) 435-5368
Fx. (609) 435-5473

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On May 3, 2019, at 9:50 AM, Mary Bittner <mbittner@wildwoodnj.org> wrote:

Kyle:

Can you attend a May 8th commissioners meeting - executive session to discuss with the commissioners? The meeting starts at 3:30.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.

Wildwood, NJ 08260
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Facsimile: (609) 522-8623

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From: Kyle D. Weinberg [<mailto:kyle@blaneykaravan.com>]
Sent: Thursday, May 02, 2019 3:56 PM
To: Mary Bittner
Cc: William G. Blaney; Frank Guaracini
Subject: DeMarzo v. Wildwood

redacted

Kyle D. Weinberg, Esq.
Blaney & Karavan, P.C.
2123 Dune Drive Suite 11
Avalon, NJ 08202
Phone: (609) 435-5368
Fax: (609) 435-5473
kyle@blaneykaravan.com

EMAIL POLICY - PLEASE BE ADVISED, that the practice of law and the rendering of accurate, professional and ethical legal advice often does not lend itself to a quick response or instantaneous reply email. Legal advice can have far reaching consequences and therefore may require research and appropriate contemplation of consequences. We endeavor to provide our clients with legal advice and our adversaries with responses in as timely a fashion as possible under the particular circumstances and needs of each matter. If your issue is urgent, contact our office at (609)435-5368. After hours, leave a voicemail at (609)602-6192. Thank you.

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Mary Bittner

From: Mary Bittner
Sent: Wednesday, June 19, 2019 8:31 AM
To: Kyle D. Weinberg
Subject: RE: DeMarzo v. Wildwood

Kyle:

Nothing was attached. I will ask HR for the addresses for Long and McLaughlin.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077

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From: Kyle D. Weinberg [<mailto:kyle@blaneykaravan.com>]
Sent: Tuesday, June 18, 2019 4:52 PM
To: Mary Bittner
Subject: DeMarzo v. Wildwood

Mary:

Attached hereto find the letter with respect to Notices for trial. I already indicated to his counsel we could not accept service for Chief Long or Kevin McLaughlin because they are no longer employees of the City. I ask that you please forward the other two Notices: Custodian of Record and Chief Regalbuto to them directly.

Additionally, if you or someone could provide me for the last known addresses for Steven Long and Kevin McLaughlin it would be greatly appreciated. Thank you.

Kyle D. Weinberg, Esq.
Blaney & Karavan, P.C.
2123 Dune Drive Suite 11
Avalon, NJ 08202
Phone: (609) 435-5368
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Mary Bittner

From: Mary Bittner
Sent: Wednesday, June 19, 2019 11:16 AM
To: 'regalbuto@wildwoodpd.com'
Cc: Kyle D. Weinberg
Subject: FW: DeMarzo v. Wildwood
Attachments: LETTER TO WEINBERG W NOTICES IN LIEU OF SUBPOENAS FOR TRIAL WITNESSES 6.18.19.pdf

Chief:

I am forwarding you a notice to appear for trial in the DeMarzo matter on Monday, as well as the notice for the PD records custodian to appear, which you advised me is you.

Thank you.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077

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From: Kyle D. Weinberg [mailto:kyle@blaneykaravan.com]
Sent: Wednesday, June 19, 2019 10:54 AM
To: Mary Bittner
Subject: Re: DeMarzo v. Wildwood

Kyle D. Weinberg, Esq.
Blaney & Karavan, P.C.
2123 Dune Drive Suite 11
Avalon, NJ 08202
Phone: (609) 435-5368
Fax: (609) 435-5473
kyle@blaneykaravan.com

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On Jun 19, 2019, at 9:25 AM, Mary Bittner <mbittner@wildwoodnj.org> wrote:

See addresses below.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077

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From: Wanda Soto-Frankenfield
Sent: Wednesday, June 19, 2019 9:04 AM
To: Mary Bittner
Cc: Hope Pinto
Subject: RE: DeMarzo v. Wildwood

Here you go Mary....

Steven Long
739 Shunpike Rd
Cape May, NJ
08204

KEVIN MCLAUGHLIN
9 Dyars Mill Rd
CMCH, NJ 08210

Wanda Soto-Frankenfield
Principal Clerk Typist-Bilingual-Benefits Coordinator

City Of Wildwood
Department Of Human Resources
4400 New Jersey Ave
Wildwood NJ 08260
609-846-2014 Fax 609-522-9239
wsoto@wildwoodnj.org

<image001.jpg>

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Wednesday, June 19, 2019 8:32 AM
To: Hope Pinto <hpinto@wildwoodnj.org>; Wanda Soto-Frankenfield <wsoto@wildwoodnj.org>
Subject: FW: DeMarzo v. Wildwood

Hope and Wanda,

As per the email from Kyle, do you have the last known addresses for Steven Long and Kevin McLaughlin?

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077

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From: Kyle D. Weinberg [<mailto:kyle@blaneykaravan.com>]
Sent: Tuesday, June 18, 2019 4:52 PM
To: Mary Bittner
Subject: DeMarzo v. Wildwood

Mary:

Attached hereto find the letter with respect to Notices for trial. I already indicated to his counsel we could not accept service for Chief Long or Kevin McLaughlin because they are no longer employees of the City. I ask that you please forward the other two Notices: Custodian of Record and Chief Regalbuto to them directly.

Additionally, if you or someone could provide me for the last known addresses for Steven Long and Kevin McLaughlin it would be greatly appreciated. Thank you.

Kyle D. Weinberg, Esq.
Blaney & Karavan, P.C.
2123 Dune Drive Suite 11
Avalon, NJ 08202
Phone: (609) 435-5368
Fax: (609) 435-5473
kyle@blaneykaravan.com

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Mary Bittner

From: Mary Bittner
Sent: Wednesday, August 01, 2018 10:40 AM
To: 'Leibman, Alain'
Subject: FW: Leibman
Attachments: 20180801101807056.pdf

Alain:

Attached is the former agreement you had which was prepared by your firm. Please send a new one.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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-----Original Message-----

From: Karen Gallagher
Sent: Wednesday, August 01, 2018 10:22 AM
To: Mary Bittner
Subject: Leibman

Hi Mary:

Here is the document.

Karen

-----Original Message-----

From: copiers
Sent: Wednesday, August 01, 2018 10:18 AM
To: Karen Gallagher
Subject: Message from "RNP002673D03384"

This E-mail was sent from "RNP002673D03384" (MP 5054).

Scan Date: 08.01.2018 10:18:06 (-0400)

Queries to: copiers@wildwoodnj.org



CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION
AMENDMENT

WHEREAS, on February 11, 2015 the Board of Commissioners of the City of Wildwood awarded a contract to Alain Leibman, Attorney at Law from the law firm Fox Rothschild, LLP Resolution Number 99-2-15, and;

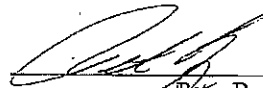
WHEREAS, the law firm Fox Rothschild, LLP has submitted an amended quote which increases the price of the contract by Forty Thousand Dollars (\$40,000) for a new total of Fifty Thousand Dollars (\$50,000), and;

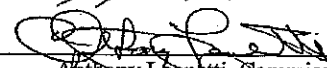
WHEREAS, the Chief Financial Officer for the City of Wildwood has certified that there are sufficient funds in the Solicitors Legal Account (5-01-xx-008-233) to amend the contract, and;

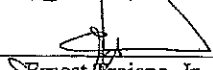
NOW, THEREFORE be it resolved by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that the amended quote, as submitted by Alain Leibman, Attorney at Law from the law firm Fox Rothschild, LLP is hereby approved in the increased amount of Forty Thousand Dollars (\$40,000) for a new total not to exceed Fifty Thousand (\$50,000) Dollars.

Prepared by the Purchasing Department

Resolution No. 120-3-15


Peter Byron, Commissioner

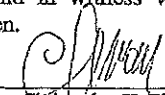

Anthony Leonetti, Commissioner


Ernest Troiano, Jr., Mayor

Offered By Byron

Seconded by Leonetti

I, Christopher H. Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 11th day of March, 2015 and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher H. Wood, City Clerk

CITY OF WILDWOOD
DEPARTMENT OF REVENUE AND FINANCE
4400 NEW JERSEY AVENUE, NEW JERSEY 08260

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Jeanette J. Powers, Chief Financial Officer of the City of Wildwood, hereby certify that funds are available in the **Current Fund's Law Department -- Legal Expenses account (no. 5-01-x-008-233)** authorizing the execution of a professional service contract with **Alain Leibman, Esquire from the law firm of Fox Rothschild, LLP** as Special Counsel – Point Break Group Management, LLC vs Troiano, Jr., et al for an amount not to exceed Fifty Thousand and 00/100 dollars only **(\$50,000.00)**.

I further certify that this commitment does not exceed the appropriation balance available for this purpose contingent upon the approval of the **2015 Municipal Budget**.

Dated: March 6, 2015

Signed:



JEANETTE J. POWERS
Chief Financial Officer

Note: Contract Amendment: Increased by \$40,000.00 from \$10,000.00 to \$50,000.00.

S:\CERTAVL\2015\2015-26 Alain Leibman Esq - Special Counsel - Point Break Group Management lawsuit Chg #1.docx

CITY OF WILDWOOD
4400 New Jersey Avenue
Wildwood, NJ 08260
609-522-2444

Christopher Wood,
City Clerk

February 12, 2015

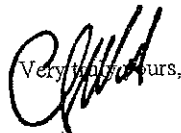
Alain Leibman, Attorney
Law Firm Fox Rothschild, LLP
P.O. Box 5231
Princeton, NJ 08543-5231

Dear Mr. Leibman:

Enclosed certified copy of Resolution and Contract which was approved by the Board of Commissioners of the City of Wildwood; as follows:

RESOLUTION NO. 85-2-15
Point Break Group Management, LLP.

Should you have any questions, please feel free to contact me.


Very truly yours,

Christopher Wood,
City Clerk

CW/kmg
Enclosure



CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

WHEREAS, the Board of Commissioners desires to enter into a Professional Service Contract with Alain Leibman, Attorney at Law from the law firm Fox Rothschild, LLP for services pertaining to Point Break Group Management, LLC; and

WHEREAS, the Chief Financial Officer for the City of Wildwood has certified that there are sufficient funds in the Solicitors Legal Account Number 5-01-xx-008-233 to retain the services of Alain Leibman, Attorney at Law from the law firm Fox Rothschild, LLP in the amount of Ten Thousand Dollars (\$10,000), and;

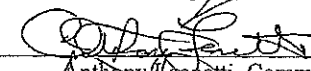
WHEREAS, the Local Public Contracts Law (NJSA 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for "Professional Services and Unspecified Services" without competitive bids must be publicly advertised and the contract itself must be available for public inspection.

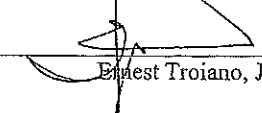
NOW, THEREFORE be it resolved by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that it hereby awards the contract to Alain Leibman, Attorney at Law from the law firm Fox Rothschild, LLP for services pertaining to Point Break Group Management, LLC- not to exceed Ten Thousand (\$10,000) Dollars.

Prepared by the Purchasing Department

Resolution No. 85-2-15


Peter Byron, Commissioner

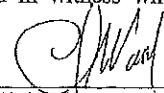

Anthony Leonetti, Commissioner


Ernest Troiano, Jr., Mayor

Offered By Byron

Seconded by Leonetti

I, Christopher H. Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 11th day of February, 2015 and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher H. Wood, City Clerk



Fox Rothschild LLP
ATTORNEYS AT LAW

Mail: P.O. Box 5231, Princeton, NJ 08543-5231
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
Tel 609.896.3600 Fax 609.896.1469
www.foxrothschild.com

Alain Leibman
Direct Dial: (609) 895-6743
Email Address: ALeibman@FoxRothschild.com

February 10, 2015

Mary D'Arcy Bittner, Solicitor
City of Wildwood
4400 New Jersey Avenue
Wildwood, NJ 08260

Re: **Fox Rothschild LLP Engagement Letter**

Dear Solicitor Bittner:

This letter will confirm that Ernest Troiano, Jr., Anthony Leonetti, Peter Byron, Mary D'Arcy Bittner, Ryan Troiano and Chris Fox ("Client," "You," or "Your") have retained Fox Rothschild LLP (the "Firm") to represent Client in connection with the defense of the matter described below. The Engagement Letter (the "Letter"), along with the attached Standard Terms of Engagement (the "Standard Terms"), comprise the Engagement Agreement (the "Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter.

Scope of Work. Client has engaged the Firm to provide the following services: defense of the lawsuit captioned Point Break Group Management, LLC v. Ernest Troiano, Jr., et als., filed in the United States District Court for the Eastern District of Pennsylvania on or about January 26, 2015 ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only clients in the Engagement are the parties identified as Client in the first paragraph of this Letter. Each of you could choose to be represented by separate counsel in the Engagement. However, you recognize that there are considerations of cost as well as strategic advantages for each of you in joint representation.

Shared Information. You agree that there will be complete and free disclosure of all

A Pennsylvania Limited Liability Partnership

California	Colorado	Connecticut	Delaware	District of Columbia
Florida	Nevada	New Jersey	New York	Pennsylvania



Fox Rothschild LLP
ATTORNEYS AT LAW

February 10, 2015
Page 2

information between or among you that the Firm receives from any of you in the course of the Engagement and that such information will not be confidential between or among you.

Withdrawal By Client. Any of you may withdraw from the joint representation ("Withdrawing Client") upon written notice to the Firm. You acknowledge and agree, however, that: (1) Withdrawing Client will be responsible for the Firm's Invoices incurred to, and including, the date on which notice is received by the Firm; (2) Withdrawing Client will remain responsible for retaining and paying for separate legal representation; (3) the Firm may continue to represent those of you who have not withdrawn from the Engagement, pursuant to the terms of the Agreement; and (4) the Firm may use any information that Withdrawing Client disclosed to the Firm against Withdrawing Client in the Engagement and may take positions adverse to the interests of Withdrawing Client in the Engagement or in any current or subsequent action or proceeding.

Disagreements. You acknowledge that, despite your current consensus on all material issues, disagreements and other differences may arise between and among you in the future. If you cannot resolve your differences and those differences would materially limit the Firm's ability to provide competent representation to all of you in the Engagement, you agree that, at the Firm's discretion, the Firm will discuss the situation with the Client at a later time.

Representation in Unrelated Matters. You agree that none of you will use the Firm's joint representation of any, or all, of you in the Engagement as a basis for seeking to disqualify the Firm from representing any of you in current or future unrelated matters. You acknowledge that the Firm may represent Mary D'Arcy Bittner, Ernest Troiano, Jr., Anthony Leonetti, Peter Byron, Ryan Troiano and Chris Fox in unrelated matters now and in the future.

Independent Counsel. You acknowledge that each of you has been advised to consult with independent legal counsel concerning the terms of the Engagement and this joint representation.

Fees and Billing. The Firm's fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's billing rates currently range from \$195 to \$895 per hour for lawyers and from \$120 to \$360 per hour for paralegals. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:



Fox Rothschild LLP
ATTORNEYS AT LAW

February 10, 2015
Page 3

Alain Leibman (\$450)
Associate(s) to be determined (\$250)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, you have any questions concerning the staffing of the Engagement, please contact me immediately. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.



Fox Rothschild LLP
ATTORNEYS AT LAW

February 10, 2015
Page 4

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client. Unless otherwise stated herein, You agree that each of You shall be jointly and severally liable for payment of the Invoices and that the Firm may look to one or both of You for payment of same. However, it is agreed that the Invoices will be issued to the City of Wildwood, which employs You, and the City of Wildwood will in the first instance be responsible for payment of the Invoices.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, the terms in the Agreement will cover such later assignment(s), unless Client and the Firm reach a separate understanding, which understanding will be reflected in a separate writing, which may include e-mails.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge your acceptance to the terms in the Agreement and your receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Sincerely,

Alain Leibman
For Fox Rothschild LLP

AL:bc
Enclosure



Fox Rothschild LLP
ATTORNEYS AT LAW

Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement ("Standard Terms") along with the Engagement Letter ("Letter") comprise the Engagement Agreement ("Agreement") between Client and Fox Rothschild LLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to increase the Firm's efficiency and responsiveness, the Firm will use state of the art communication devices (i.e., email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may be developed in the future). The use of such devices may place Client's confidences and privileges at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Affiliations by Client

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client concerning the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the

Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's billing rates currently range from \$195 to \$895 per hour for lawyers and from \$120 to \$360 per hour for paralegals. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of invoices. Unpaid invoices will accrue interest at the maximum rate permitted by applicable laws. If an invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each invoice, there may be fees or charges for a particular time period that will not appear on certain invoices. Any such fees or charges will appear on subsequent invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the invoices submitted to Client.

Third-Party Payor

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the

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California Colorado Connecticut Delaware District of Columbia Florida Nevada New Jersey New York Pennsylvania

Invoices incurred in the Engagement, Client agrees to be ultimately responsible for payment of all invoices incurred in the Engagement. If Client has advised the Firm that a Third Party Payor will be paying some or all of the Invoices, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including Invoices, Client may lose any privileges or protections that may apply to that information.

Conflicts of Interest

The Firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time that the Firm represents Client in the Engagement, the Firm may also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to the Engagement. Client agrees that the Firm's representation of Client in the Engagement will not disqualify the Firm from opposing Client in other matters that are unrelated to the Engagement, and Client consents to any conflict of interest with respect to those representations. The Firm agrees not to use any proprietary or other confidential information, of a nonpublic nature, concerning Client, acquired by the Firm as a result of the Engagement, to Client's material disadvantage in connection with any matter in which the Firm is opposed to Client.

New attorneys frequently join the Firm who may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes, consistent with its ethical obligations, that Client has no objection to the Firm's continuing its representation of Client in the Engagement notwithstanding these attorneys' prior professional relationships.

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers, in doing so. To the extent the Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize solely in the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request.

To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the Invoices.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" (PHI), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, facsimile or other medium, unless and until: (i) Client and the Firm have a current, signed Business Associate Agreement in place; (ii) the attorney with whom Client is working at the Firm has determined that the PHI is

needed in connection with the Engagement; (iii) Client has notified the attorney in advance of the transmission of the PHI; and (iv) the attorney has approved the manner by which such PHI will be received by the Firm. Client must let the Firm know if Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

No Tax Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include providing Client with legal advice pertaining to any federal, state, foreign, or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that insurer was prejudiced by delay in providing such notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's final invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

The Firm's own files pertaining to the Engagement, which may include Firm administrative records, time and expense reports, personnel and staffing materials, and internal attorneys' work products such as drafts, notes, and internal memoranda, will be retained by the Firm.

All documents retained by the Firm will be transferred to the person responsible for administering the Firm's records retention program. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of, any documents or other materials retained by the Firm after the conclusion of the Engagement, consistent with the Firm's ethical and legal obligations. Should Client wish to have the Firm store Client's files relating to the Engagement, Client will pay the Firm for the fees and costs incurred for such storage.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and

Client agrees not to oppose such request. Client will remain obligated for any Invoices through the effective date of the termination.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect. If the Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

3 June 2014

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California Colorado Connecticut Delaware District of Columbia Florida Nevada New Jersey New York Pennsylvania

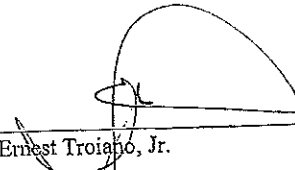


Fox Rothschild LLP
ATTORNEYS AT LAW

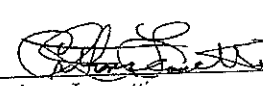
February 10, 2015
Page 5

The undersigned hereby accept(s) and agree(s) to the terms of Engagement set forth in the Agreement.

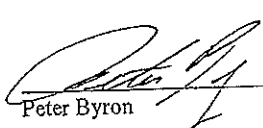
Date: 2.11.15


Ernest Troiano, Jr.

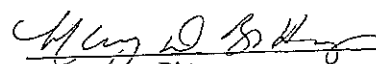
Date:


Anthony Leonetti

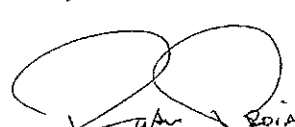
Date:


Peter Byron

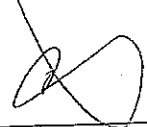
Date: 2/11/15


Mary D'Arcy Bittner

Date: 2/11/15


Ryan Troiano

Date: 2-11-15


Chris Fox

CITY OF WILDWOOD
DEPARTMENT OF REVENUE AND FINANCE
4400 NEW JERSEY AVENUE, NEW JERSEY 08260

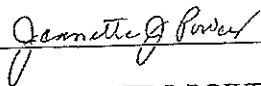
CERTIFICATION OF AVAILABILITY OF FUNDS

I, Jeanette J. Powers, Chief Financial Officer of the City of Wildwood, hereby certify that funds are available in the **Current Fund's Law Department - Legal Expenses account (no. 5-01-x-008-233)** authorizing the execution of a professional service contract with Alain Leibman, Esquire from the law firm of Fox Rothschild, LLP as Special Counsel - Point Break Group Management, LLC vs Troiano, Jr., et al for an amount not to exceed Ten Thousand and 00/100 dollars only (\$10,000.00).

I further certify that this commitment does not exceed the appropriation balance available for this purpose contingent upon the approval of the 2015 Municipal Budget.

Dated: February 10, 2015

Signed:



JEANETTE J. POWERS
Chief Financial Officer

SACERTAVL\2015\2015-26 Alain Leibman Esq - Special Counsel - Point Break Group Management lawsuit.docx

Mary Bittner

From: Leibman, Alain <Alaibman@foxrothschild.com>
Sent: Friday, August 03, 2018 1:54 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: RE: Status

Thanks. I was imaging more of a current org-chart type of listing, but I understand that it doesn't exist yet. We may just have to put that into the narrative of your cert, so that it's clear to the judge (without his having to compare multiple resolutions and deduce the remainder left to Byron) that Byron has not been stripped of all significant responsibilities.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469 - fax
Alaibman@foxrothschild.com
www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Friday, August 03, 2018 1:32 PM
To: Leibman, Alain <ALeibman@foxrothschild.com>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Status

Alain:

The only list is from the reorganization meeting. That list is resolution 4-1-16 which is re-attached here. Therefore the responsibilities would be everything except what was removed by the recent resolution (and the resolution taking the beach transport service out of beach services – but that was not separately listed.) A new list has not been typed up.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Friday, August 03, 2018 1:21 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: RE: Status

Mary,

I've reviewed these, thanks. Does the city have a listing of the oversight responsibilities of the three commissioners following the May 2018 realignment resolution? It would be helpful to attach to your eventual certification to show that Byron has not been stripped entirely of his duties. In fact, if he's still left with some significant responsibility (which could be shown, e.g., in your certification by describing the relative budgetary allocation to Byron's depts. vs. the others, or the relative manpower allocations) that would be helpful.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax

ALeibman@foxrothschild.com
www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Friday, August 03, 2018 12:13 PM
To: Leibman, Alain <ALEibman@foxrothschild.com>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Status

Alain and William:

I have put together a brief memo with relevant documents which I have attached. There is no transcript of the Board of Commissioners meeting because they are not recorded.

Thank you.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALEibman@foxrothschild.com>]
Sent: Wednesday, August 01, 2018 5:53 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: Status

Mary,

I should have the all-clear on the conflicts tomorrow, as it is being prioritized. I've identified the associate here, Will Henkel, who'll assist me, in order to keep the City's legal spend down. Will is copied here.

Did you get served with a brief, in addition to the papers you provided? It would be the usual practice, as you know, to support an OTSC application with a brief.

Also, you should start pulling together the May resolution in question and any related official findings/reports/transcript of proceedings, etc., which justified the action; we'll need those as exhibits to your eventual certification.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center

997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

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Confidential and Privileged Attorney Work Product

Sequence of Events:

The City of Wildwood is a commission form of government governed by the Commissioner form of Government Law, also known as the Walsh Act, N.J.S.A. 40:70-1, et seq. Non-partisan elections are held in November and there was a November, 2015 election.

On January 5, 2016 a 'reorganization meeting' was held wherein a resolution was passed assigning departmental responsibilities, as per N.J.S.A. 40:72-4 and N.J.S.A. 40:72-5. See *Resolution 4-1-16, attached*.

Wednesday, May 23, 2018, 3:30 P.M. A regular Meeting of the Board of Commissioners is scheduled. See *proof of email from Clerk to newspapers of 2018 meeting schedule, attached*. Introduction of the Budget is on the agenda. See *proof of email of agenda from Clerk to newspapers, attached*. During the meeting a motion was offered to introduce the budget by Commissioner Leonetti and seconded by Mayor Troiano. The roll call began and Commissioner Byron voted 'no'. Then Commissioner Leonetti recommended, since there was a 'no' vote, to hold off on introduction and see if any more changes could be made. That was agreed upon and the meeting was recessed until Tuesday, May 29, 2018, 3:00 P.M. See *Minutes from May 23d meeting, attached*.

Notice the meeting was recessed was emailed by the Clerk to the newspapers and interested parties. See *proof of emails, attached*.

Tuesday morning, May 29, 2018: Commissioner Leonetti walks into my office and asks

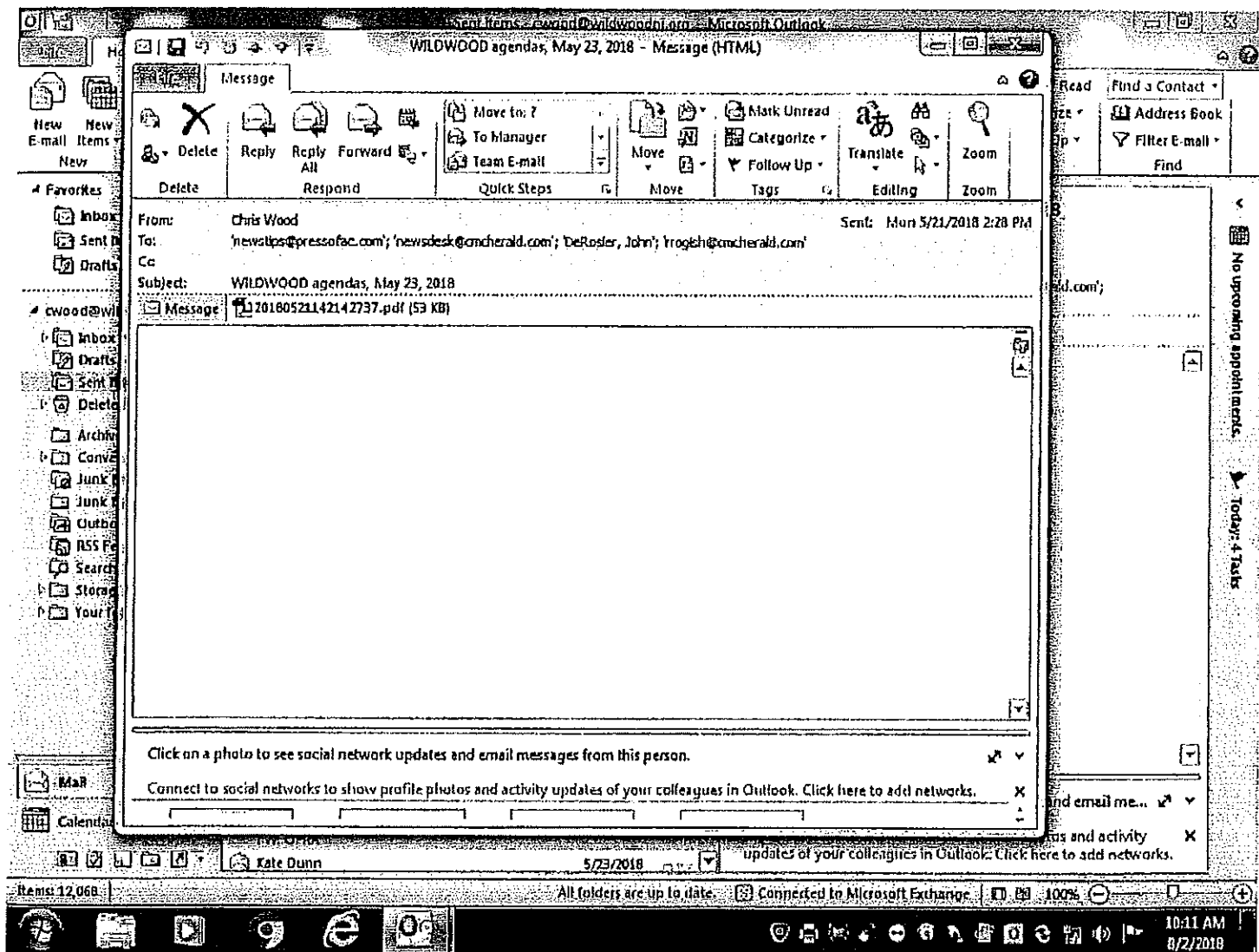
reduced

May 29, 2018, 3:00 P.M.: The meeting reconvenes and two new resolutions are added to the agenda; one by Commissioner Byron regarding Hobie Cats on the beach and one by Commissioner Leonetti regarding moving divisions between departments. *See Minutes from Recessed meeting, May 29, attached.* Commissioner Byron objects to adding the resolution regarding moving divisions between departments and votes 'no' on it. *See Resolution 230-5-18, attached.* Commissioner Byron then offers the Hobie Cat resolution and votes for it. *See Resolution 231-5-18.*

Comments:

Please note: What the plaintiff is referencing in paragraph 11 of his certification when he states, "[d]ue to issues in the past, there are several groups that must be notified in a timely manner in advance of what will be on the agenda;" is that the City, in addition to being bound by statute, the Open Public Meetings Act, is also bound by a Court Order entered June 26, 2015. *See paragraphs 9 & 10 of attached Order.*

retracted



CITY OF WILDWOOD
4400 NEW JERSEY AVE.
WILDWOOD, NJ 08260
AGENDA

BOARD OF COMMISSIONERS REGULAR MEETING
LOCATION: COMMISSIONERS' MEETING ROOM, SECOND FLOOR

DATE: Wednesday, May 23, 2018

Work Session at 3:30 p.m.;
Regular Session immediately following
ABC Meeting at 3:25 p.m.

- Meeting called to order by the Mayor
- City Clerk leads in the Pledge of Allegiance to the Flag
- Roll Call: _____ Commissioner Byron _____ Commissioner Leonetti _____ Mayor Troiano
- City Clerk reads Certification of Open Public Meetings Law

PRESENTATION OF HONORARY PROCLAMATIONS AND/OR COMMENDATIONS (if applicable)

1. EARLY PUBLIC COMMENT ON AGENDA ITEMS, EXCLUDING ITEMS LISTED FOR PUBLIC HEARING:
(To be conducted during the regular business meeting; sign-in to speak)

2. APPROVAL OF MINUTES:
May 9, 2018 Work Session
May 9, 2018 Regular Meeting
May 9, 2018 Executive Session

- 3A. INTRODUCTION/APPROVAL OF 2018 MUNICIPAL BUDGET (Public Hearing Scheduled for June 27, 2018)

3. RESOLUTIONS:

- A. Authorizing Emergency Temporary Appropriations
- B. Authorizing Remington, Vernick Engineers to proceed with "Sewer Improvements on Cedar Avenue" in an amount not to exceed \$161,500.00, pursuant to N.J.S.A. 40A:11-4.4
- C. Authorizing Remington, Vernick Engineers to proceed with "Sewer Improvements on Magnolia Avenue" in an amount not to exceed \$141,000.00, pursuant to N.J.S.A. 40A:11-4.4
- D. Authorizing Special Event Permit for Wildwood's got Talent on Fridays, July 6 - August 24, 2018, at Fox Park
- E. Authorizing Special Event Permit for Beach Ultimate Frisbee tournament, July 27-29, 2018, on the Wildwood Beach
- F. Authorizing refund of Ambulance billing to Martha Opaliski (\$50.00)
- G. Authorizing refund of Ambulance billing to Kervin Alston (\$99.00)
- H. Approving Amusement Game License(s)
- I. Authorizing payment of bills in the amount of \$_____ dated May 23, 2018
- J. Authorizing filing of all reports and other data contained in this agenda

4. ORDINANCES:

- 1112-18 Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank (INTRODUCTION/FIRST READING)

5. UNFINISHED BUSINESS:

6. COMMUNICATIONS:

7. APPLICANTS:

8. NEW BUSINESS:

9. REPORTS, RECOMMENDATIONS & COMMENTS:

- Engineer's Report

10. EXECUTIVE SESSION:

11. PUBLIC COMMENT:

During regularly scheduled Board of Commissioners meeting. Remarks will be limited to five (5) minutes per person. City Clerk will be the keeper of time and advise speaker when time has expired. Each member of the public will be permitted to speak only once per meeting. Criticism of public employees will be directed to the Human Resources Department during work hours only.

AGENDA ITEMS MAY BE ADDED/DELETED FROM THIS AGENDA AT THE DISCRETION THE GOVERNING BODY

THE CITY OF WILDWOOD
4400 NEW JERSEY AVENUE
WILDWOOD, NEW JERSEY 08260
www.wildwoodnj.org
(609)522-2444, EXT. 208

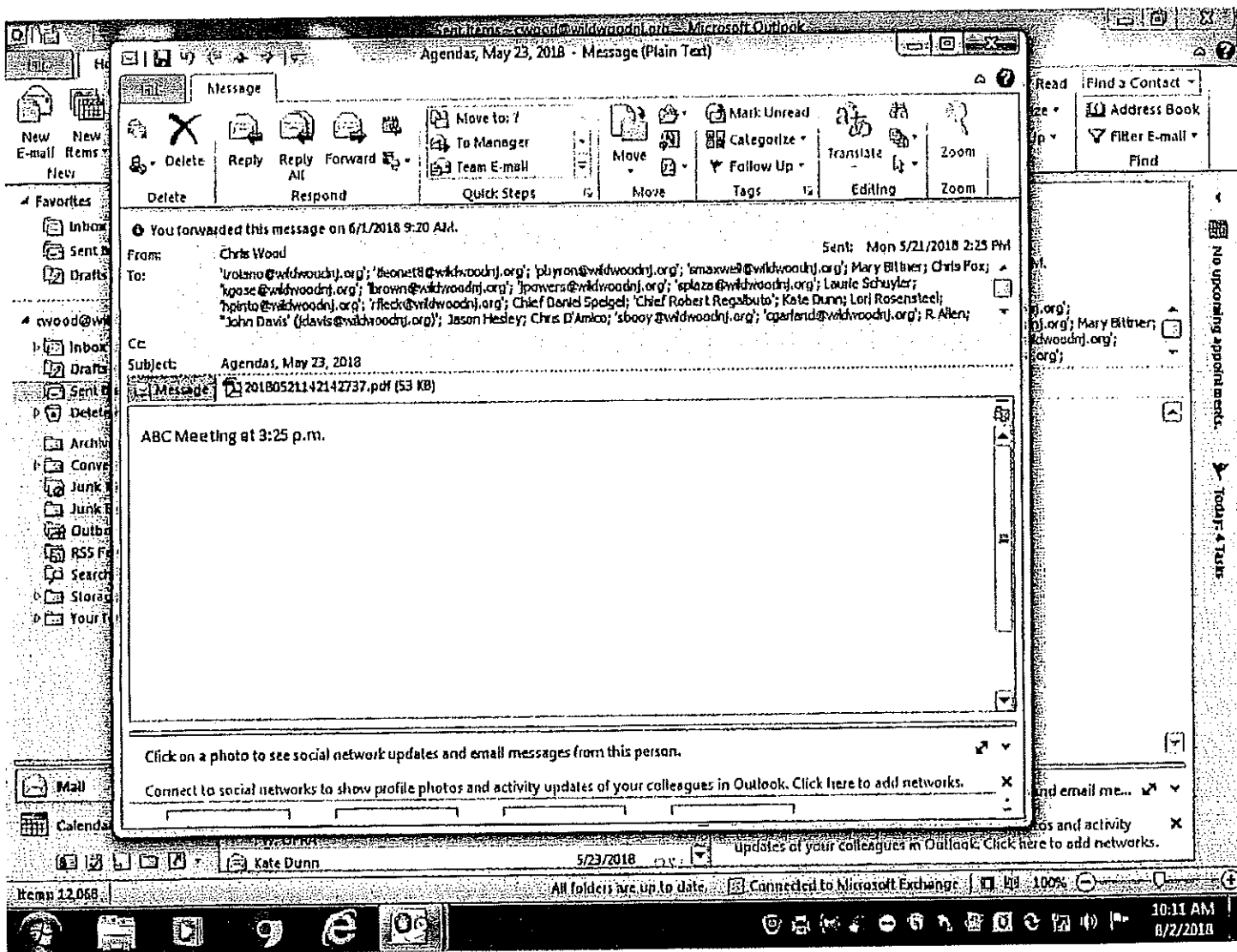
CHRISTOPHER WOOD,
CITY CLERK

AGENDA
ABC MEETING
WEDNESDAY, May 23, 2018 – 3:25 PM

1. Meeting called to order by Chairman of Local ABC Issuing Authority, by the Mayor.
2. Mayor leads in Pledge of Allegiance.
3. City Clerk calls the roll.
4. City Clerks reads Open Public Meeting Act Announcement.
5. Minutes:
May 9, 2018, Regular ABC Minutes
6. Resolutions:
 - A. Authorizing renewal of several PRC Licenses for the 2018-2019 Licensing Year.
 - B. Authorizing renewal of PRD License for the 2018-2019 Licensing Year; MTMP, LLC, t/a Rio Grande Liquors, 100 W. Rio Grande Avenue.
 - C. Authorizing renewal of Club License for the 2018-2019 Licensing Year; American Legion.
7. Adjournment:

TIME: _____ MOTION BY: _____ SECONDED BY: _____

Formal action may be taken.



CITY OF WILDWOOD
4400 NEW JERSEY AVE.
WILDWOOD, NJ 08260
AGENDA

BOARD OF COMMISSIONERS REGULAR MEETING
LOCATION: COMMISSIONERS' MEETING ROOM, SECOND FLOOR

DATE: Wednesday, May 23, 2018

Work Session at 3:30 p.m.;
Regular Session immediately following
ABC Meeting at 3:25 p.m.

- Meeting called to order by the Mayor
- City Clerk leads in the Pledge of Allegiance to the Flag
- Roll Call: _____ Commissioner Byron _____ Commissioner Iaconetti _____ Mayor Troiano
- City Clerk reads Certification of Open Public Meetings Law

PRESENTATION OF HONORARY PROCLAMATIONS AND/OR COMMENDATIONS (if applicable)

1. EARLY PUBLIC COMMENT ON AGENDA ITEMS, EXCLUDING ITEMS LISTED FOR PUBLIC HEARING:
(To be conducted during the regular business meeting; sign-in to speak)
2. APPROVAL OF MINUTES:
May 9, 2018 Work Session
May 9, 2018 Regular Meeting
May 9, 2018 Executive Session
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3. RESOLUTIONS:
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 - J. Authorizing filing of all reports and other data contained in this agenda
4. ORDINANCES:
 - 1112-18 Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank (INTRODUCTION/FIRST READING)
5. UNFINISHED BUSINESS:
6. COMMUNICATIONS:
7. APPLICANTS:
8. NEW BUSINESS:
9. REPORTS, RECOMMENDATIONS & COMMENTS:
 - Engineer's Report
10. EXECUTIVE SESSION:
11. PUBLIC COMMENT:
During regularly scheduled Board of Commissioners meeting. Remarks will be limited to five (5) minutes per person. City Clerk will be the keeper of time and advise speaker when time has expired. Each member of the public will be permitted to speak only once per meeting. Criticism of public employees will be directed to the Human Resources Department during work hours only.

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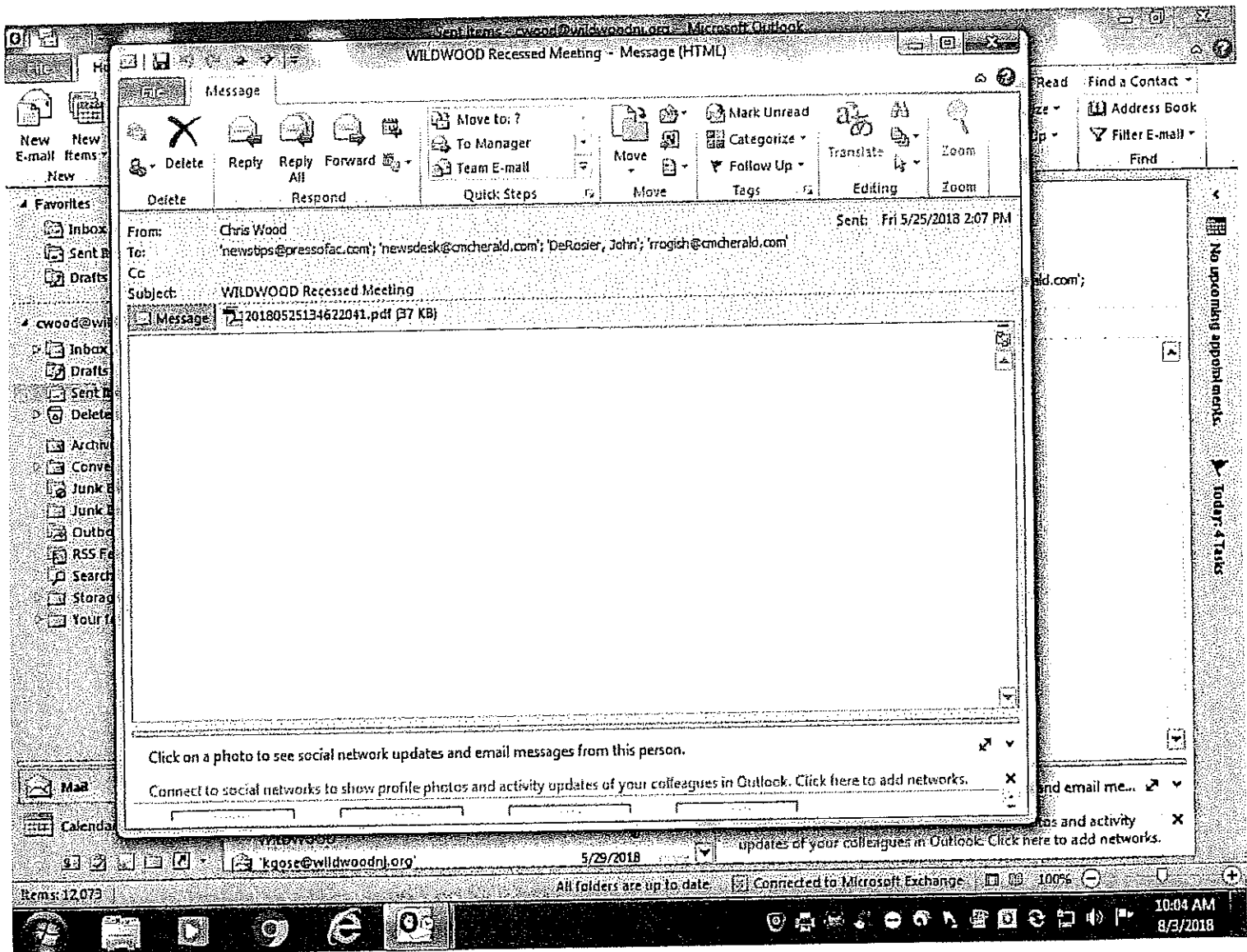
CHRISTOPHER WOOD,
CITY CLERK

AGENDA
ABC MEETING
WEDNESDAY, May 23, 2018 – 3:25 PM

1. Meeting called to order by Chairman of Local ABC Issuing Authority, by the Mayor.
2. Mayor leads in Pledge of Allegiance.
3. City Clerk calls the roll.
4. City Clerks reads Open Public Meeting Act Announcement.
5. Minutes:
May 9, 2018, Regular ABC Minutes
6. Resolutions:
 - A. Authorizing renewal of several PRC Licenses for the 2018-2019 Licensing Year.
 - B. Authorizing renewal of PRD License for the 2018-2019 Licensing Year; MTMP, LLC, t/a Rio Grande Liquors, 100 W. Rio Grande Avenue.
 - C. Authorizing renewal of Club License for the 2018-2019 Licensing Year; American Legion.
7. Adjournment:

TIME: _____ MOTION BY: _____ SECONDED BY: _____

Formal action may be taken.



CITY OF WILDWOOD
4400 NEW JERSEY AVE.
WILDWOOD, NJ 08260

AGENDA

BOARD OF COMMISSIONERS REGULAR MEETING
LOCATION: COMMISSIONERS' MEETING ROOM, SECOND FLOOR

DATE: Wednesday, May 23, 2018

Work Session at 3:30 p.m.;
Regular Session immediately following
ABC Meeting at 3:25 p.m.

- Meeting called to order by the Mayor
- City Clerk leads in the Pledge of Allegiance to the Flag
- Roll Call: _____ Commissioner Byron _____ Commissioner Leonetti _____ Mayor Troiano
- City Clerk reads Certification of Open Public Meetings Law

PRESENTATION OF HONORARY PROCLAMATIONS AND/OR COMMENDATIONS (if applicable)

1. EARLY PUBLIC COMMENT ON AGENDA ITEMS, EXCLUDING ITEMS LISTED FOR PUBLIC HEARING:
(To be conducted during the regular business meeting; sign-in to speak)

2. APPROVAL OF MINUTES:
May 9, 2018 Work Session
May 9, 2018 Regular Meeting
May 9, 2018 Executive Session

- 
- 3A. INTRODUCTION/APPROVAL OF 2018 MUNICIPAL BUDGET (Public Hearing Scheduled for June 27, 2018)

3. RESOLUTIONS:
 - A. Authorizing Emergency Temporary Appropriations
 - B. Authorizing Remington, Vernick Engineers to proceed with "Sewer _____s on Cedar Avenue" in an amount not to exceed \$161,500 pursuant to N.J.S.A. 40A:11-4.4
 - C. Authorizing Remington, Vernick Engineers to proceed with "Sewer Improvements on Magnolia Avenue" in an amount not to exceed \$1,000.00, pursuant to N.J.S.A. 40A:11-4.4
 - D. Authorizing Special Event Permit for Wildwood Talent on Fridays, July 6 - August 24, 2018, at Fox Park
 - E. Authorizing Special Event Permit for Ultimate Frisbee tournament, July 27-29, 2018, on the Wildwood Park
 - F. Authorizing refund of _____ billing to Martha Opaliski (\$50.00)
 - G. Authorizing refund of _____ billing to Kervin Alston (\$99.00)
 - H. Approving Amusement License(s)
 - I. Authorizing _____ of bills in the amount of \$1,944,142.53 dated May 23, 2018
 - J. Authorizing _____ of all reports and other data contained in this agenda

4. RESOLUTIONS:
Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank (INTRODUCTION/FIRST READING)

5. UNFINISHED BUSINESS:

6. COMMUNICATIONS:

7. APPLICANTS:

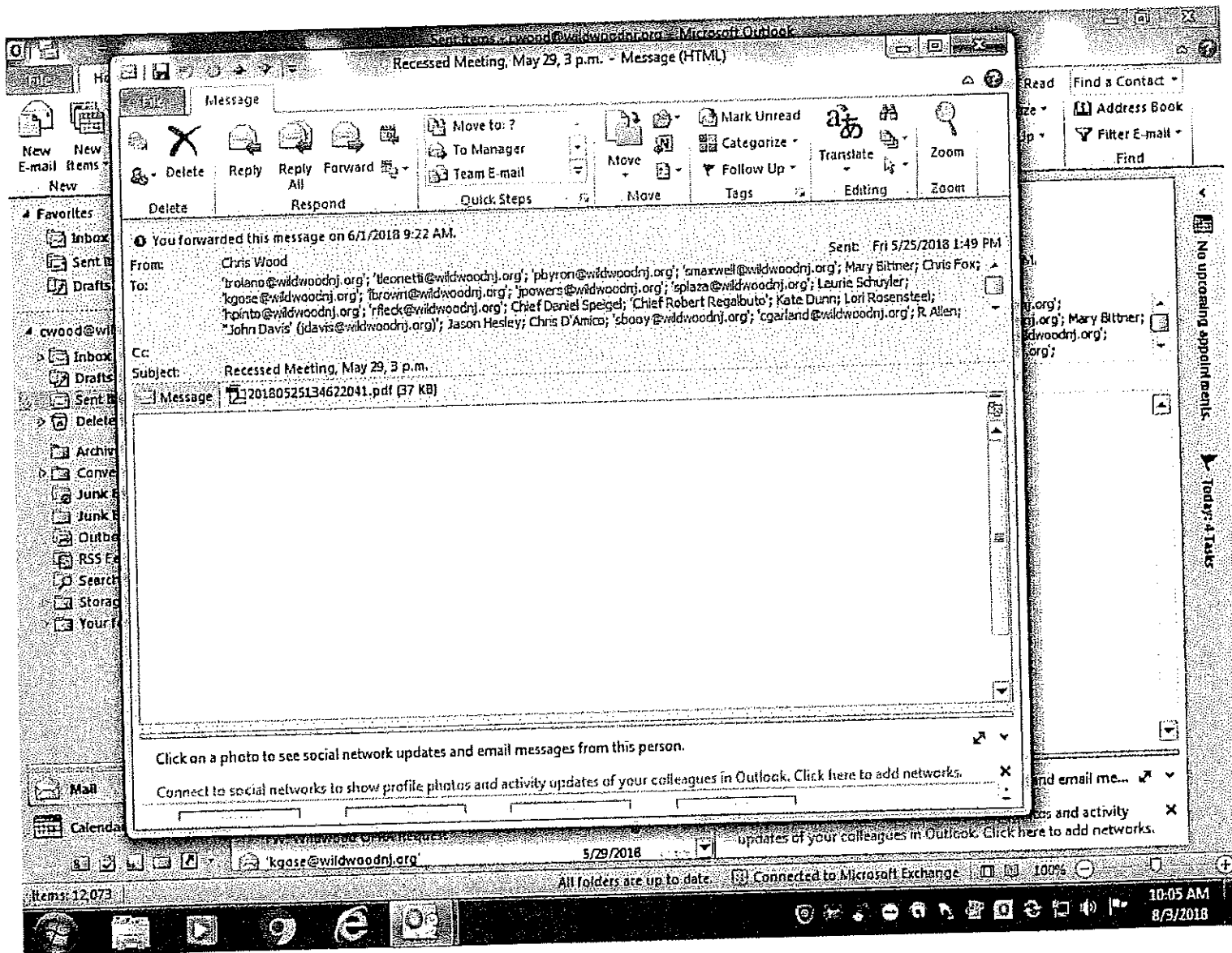
8. NEW BUSINESS:

9. REPORTS, RECOMMENDATIONS & COMMENTS:
 - Engineer's Report

10. EXECUTIVE SESSION:

11. PUBLIC COMMENT:
During regularly scheduled Board of Commissioners meeting. Remarks will be limited to five (5) minutes per person. City Clerk will be the keeper of time and advise speaker when time has expired. Each member of the public will be permitted to speak only once per meeting. Criticism of public employees will be directed to the Human Resources Department during work hours only.

AGENDA ITEMS MAY BE ADDED/DELETED FROM THIS AGENDA AT THE DISCRETION THE GOVERNING BODY



CITY OF WILDWOOD
4400 NEW JERSEY AVE.
WILDWOOD, NJ 08260

AGENDA
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- Roll Call: _____ Commissioner Byron _____ Commissioner Leonetti _____ Mayor Troiano
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Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank (INTRODUCTION/FIRST READING)

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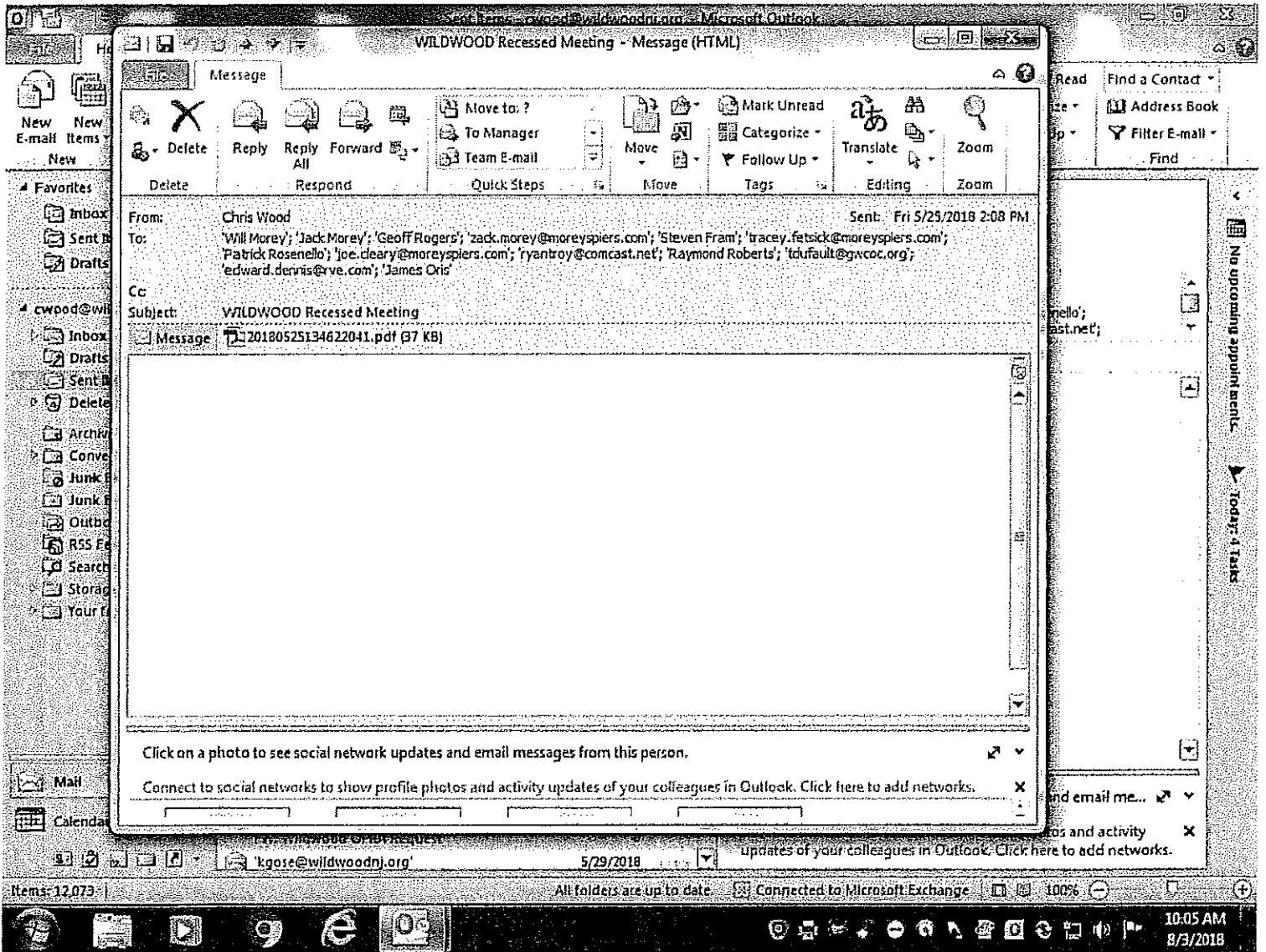
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CITY OF WILDWOOD
4400 NEW JERSEY AVE.
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LOCATION: COMMISSIONERS' MEETING ROOM, SECOND FLOOR

DATE: Wednesday, May 23, 2018

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Regular Session immediately following
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Exceeding the Municipal Budget Appropriations Limits and establishing a
CAP Bank (INTRODUCTION/FIRST READING)

5. UNFINISHED BUSINESS:

6. COMMUNICATIONS:

7. APPLICANTS:

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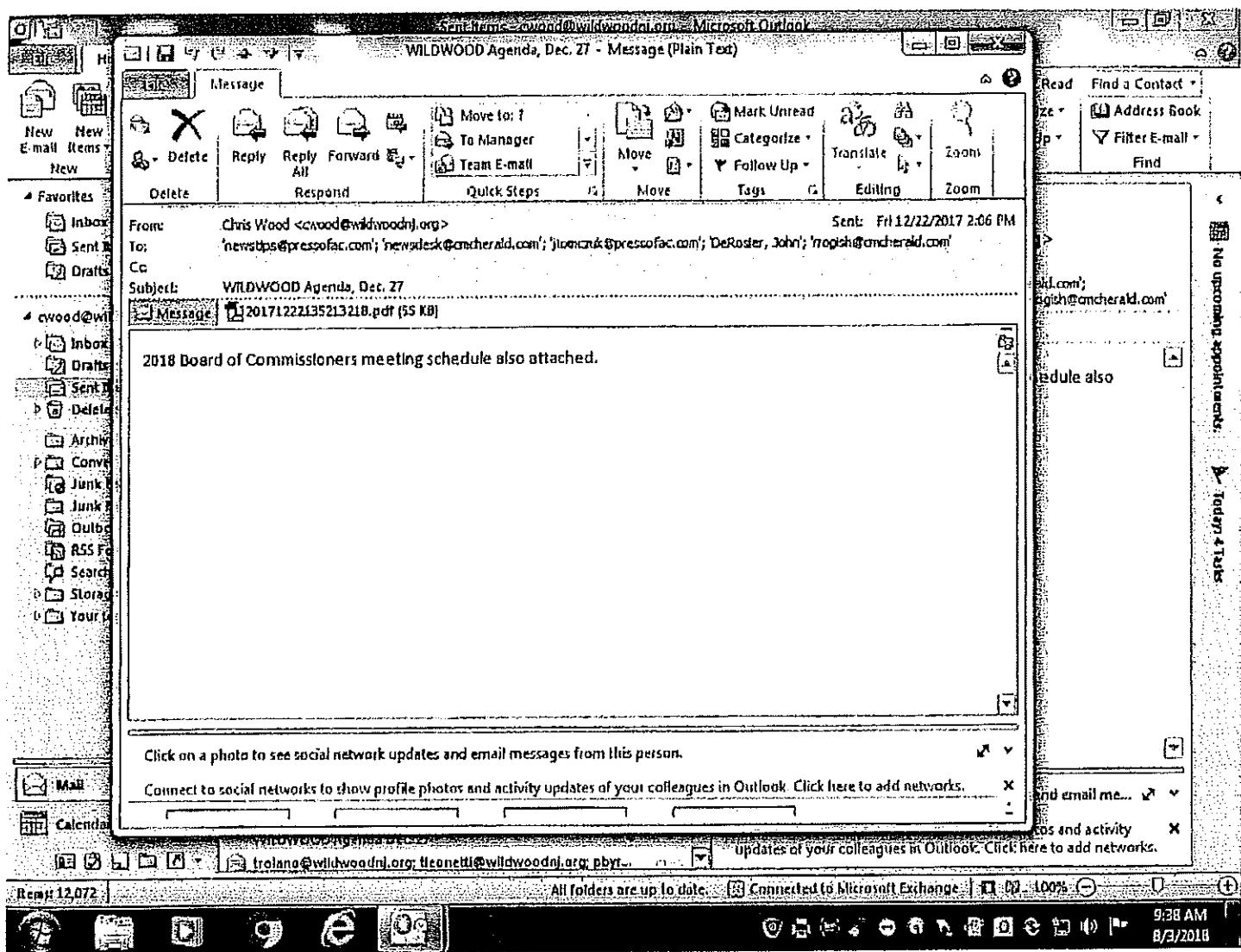
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CITY OF WILDWOOD
4400 NEW JERSEY AVE.
WILDWOOD, NJ 08260
AGENDA

BOARD OF COMMISSIONERS REGULAR MEETING
LOCATION: COMMISSIONERS' MEETING ROOM, SECOND FLOOR

DATE: Wednesday, December 27, 2017

Work Session at 9 a.m./
Regular Session immediately following

- Meeting called to order by the Mayor
- City Clerk leads in the Pledge of Allegiance to the Flag
- Roll Call: _____ Commissioner Byron _____ Commissioner Leonetti _____ Mayor Troiano
- City Clerk reads Certification of Open Public Meetings Law

PRESENTATION OF HONORARY PROCLAMATIONS AND/OR COMMENDATIONS (if applicable)

1. EARLY PUBLIC COMMENT ON AGENDA ITEMS, EXCLUDING ITEMS LISTED FOR PUBLIC HEARING:
(To be conducted during the regular business meeting; sign-in to speak)
2. APPROVAL OF MINUTES:
December 13, 2017 - Work Session
December 13, 2017 - Regular Meeting

3. RESOLUTIONS:
 - A. Amending Professional Services Contract with Cape Professional Billing Services (\$5,000.00 increase to \$14,500.00)
 - B. Authorizing cancellation of Grant Receivables & Appropriations
 - C. Lapsing appropriation balance to Dedicated Trust by Rider re: storm recovery
 - D. Authorizing transfers between budget appropriations
 - E. Authorizing cancellation of 2017 budget appropriations
 - F. Authorizing refund of ambulance payment to James Wilkinson (\$359.08)
 - G. Authorizing refund of ambulance billing to Sarah Honigfeld (\$169.20)
 - H. Waiving Special Event permit fees for the event "Sandy Paws" July 29, 2018
 - I. Authorizing payment of bills in the amount of \$ _____ dated December 27, 2017
 - J. Authorizing filing of all reports and other data contained in this agenda

4. ORDINANCES:
 - 1097-17 Amending revised statutes re: one-way streets, and establishing New York Ave. as a one-way street, from Maple to 26th aves. (SECOND READING/PUBLIC HEARING/ADOPTION)
 - 1098-17 Amending revised statutes re: stop intersections, and changing the location of stop sign at Maple and New York aves. (SECOND READING/PUBLIC HEARING/ADOPTION)

5. UNFINISHED BUSINESS:

6. COMMUNICATIONS:

7. APPLICANTS:

- NJ State Firemen's Association Membership Applications: Julio Rivera, Cody Sheets

8. NEW BUSINESS:

9. REPORTS, RECOMMENDATIONS & COMMENTS:

- Engineer's Report

10. EXECUTIVE SESSION:

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**City of Wildwood
Cape May County, NJ**

Meeting Schedule for Board of Commissioners, 2018

Second and Fourth Wednesdays of the Month *except where noted - All meetings at 3:30 p.m. (Draft #2)

January 10
January 24
February 14
February 28
March 14
March 28
April 11
April 25
May 9
May 23
June 13
June 27

July 11
July 25
August 8
August 22
September 12
September 26
October 10
October 24
November 14
November 28
December 12
*Friday, December 28 (9 a.m.)

All meetings are held in the Commissioners Meeting Room, Second Floor of City Hall, 4400 New Jersey Ave., Wildwood. ABC meetings, if needed, will be held five minutes prior to the regularly scheduled meetings listed above.

**WORK SESSION MINUTES OF THE WILDWOOD COMMISSIONERS
IN THE COUNTY OF CAPE MAY, NEW JERSEY**

Wednesday, May 23, 2018
Commissioners Meeting Room
Time: 3:31 p.m.

MEETING CALLED:

Meeting called to order by the Mayor.

PLEDGE OF ALLEGIANCE

City Clerk leads in the Pledge of Allegiance to the Flag.

ROLL CALL

City Clerk called the roll and the following Commissioners answered to their names:
Byron – here, Leonetti – here, Troiano – here

OTHERS ATTENDING

Mary Bittner, Solicitor
James Oris, RVE
Chris Fox, Administrator
J. Powers, CFO
Christopher H. Wood, City Clerk

OPEN PUBLIC MEETING ANNOUNCEMENT

As per N.J.S.A. 10:4-12, City Clerk read the Open Public Meetings Act Announcement.

APPROVAL OF MINUTES

May 9, 2018 Work Session
May 9, 2018 Regular Meeting
May 9, 2018 Executive Session

Pending questions from the Board these Minutes will be approved during the Regular Meeting. There were none.

RESOLUTIONS

City Clerk read the resolutions listed on the agenda:

- A. Authorizing Emergency Temporary Appropriations
- B. Authorizing Remington, Vernick Engineers to proceed with "Sewer Improvements on Cedar Avenue" in an amount not to exceed \$161,500.00, pursuant to N.J.S.A.40A:11-4.4
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- F. Authorizing refund of Ambulance billing to Martha Opaliski (\$50.00)
- G. Authorizing refund of Ambulance billing to Kervin Alston (\$99.00)
- H. Approving Amusement Game License(s)
- I. Authorizing payment of bills in the amount of \$1,944,142.53 dated May 23, 2018
- J. Authorizing filing of all reports and other data contained in this agenda

ADDITIONAL RESOLUTIONS:

- I. Amending a Fair and Open Contract with Triad Associates as Grants Coordinator for the City of Wildwood re: 2018 Small Cities Housing Rehabilitation Program (\$31,800.00 increase to \$71,800.00)
- II. Authorizing Special Event Permit for Wildwood Cornhole Tournament on beach July 7-8, 2018
- III. Authorizing Special Event Permit for Wildwood Beer Fest at Fox Park June 9, 2018 at Fox Park
- IV. Authorizing Special Event Permit for Life Rolls On Surfing Event on the Wildwood Beach August 5, 2018
- V. Authorizing participation in the 2018 "Click It Or Ticket" seat belt mobilization program
- VI. Authorizing Change Order No. 1 & 2 as submitted by Remington & Vernick Engineers on behalf of Chanel Marine Construction (\$14,644.10 decrease to \$393,352.15)
- VII. Authorizing Certification of Compliance with the United States EOE
- VIII. Authorizing the Police chief to file grant application: Safe and Secure Communities

Commissioner Byron said he has a problem with Addendum Resolution II. He said the Cornhole tournament had the luxury of a reduced rate for three years, and he'd would like to see the fee raised. The Mayor said they offered to pay \$100 instead of \$50. The Board agreed to amend the Resolution to \$150, with the event being subject to all regular fees in future years.

ORDINANCES:

1112-18 Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank
(INTRODUCTION/FIRST READING)

The City Clerk said this ordinance will be introduced before the budget introduction during the Regular Meeting.

UNFINISHED BUSINESSCOMMUNICATIONS:

- None

APPLICANTS:

- None

NEW BUSINESS:

- None

REPORTS:

- Engineer's Report – On File in the City Clerk's Office

EXECUTIVE SESSION:

- None

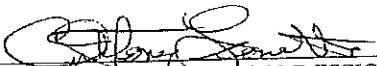
ADJOURNED: There being no further business to be discussed, this Work Session meeting was adjourned at 3:49 p.m.
Remarks as typed highlighted not verbatim as to subject matter.

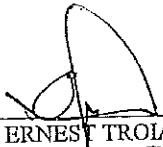
MOTION: Leonetti

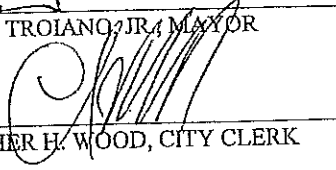
SECONDED: Byron

ROLL CALL: Byron – Yes, Leonetti – Yes, Troiano – Yes


PETER BYRON, COMMISSIONER


ANTHONY LEONETTI, COMMISSIONER


ERNEST TROIANO, JR., MAYOR

ATTEST:

CHRISTOPHER H. WOOD, CITY CLERK

DATE MINUTES APPROVED: June 13, 2018
CHRISTOPHER H. WOOD, CITY CLERK

**REGULAR COMMISSION MINUTES OF THE WILDWOOD
COMMISSIONERS IN THE COUNTY OF CAPE MAY, NEW JERSEY**

Wednesday, May 23, 2018
Commissioner's Meeting Room
Time: 3:50 p.m.

MEETING CALLED

Meeting called to order by the Mayor.

PLEDGE OF ALLEGIANCE

City Clerk leads in the Pledge of Allegiance to the Flag.

ROLL CALL

City Clerk called the roll and the following Commissioners answered to their names:

Byron -- here, Leonetti -- here, Troiano - here

OTHERS ATTENDING:

Mary Bittner, Solicitor
James Oris, RVE
Chris Fox, Administrator
J. Powers, CFO
Christopher H. Wood, City Clerk

OPEN PUBLIC MEETING ANNOUNCEMENT:

As per N.J.S.A. 10:4-12, City Clerk read the Open Public Meetings Act Announcement.

APPROVAL OF MINUTES:

May 9, 2018 Work Session
May 9, 2018 Regular Meeting
May 9, 2018 Executive Session

MOTION: Byron SECOND: Leonetti
ROLL CALL: Byron -- Yes, Leonetti -- Yes, Troiano -- Yes

ORDINANCES:

1112-18 Exceeding the Municipal Budget Appropriations Limits and establishing a CAP Bank
(INTRODUCTION/FIRST READING)

MOTION TO INTRODUCE: Troiano SECOND: Leonetti
ROLL CALL: Byron -- Yes, Leonetti -- Yes, Troiano -- Yes
Mayor Troiano announced Ordinance 1112-18 has passed First Reading.

INTRODUCTION/APPROVAL OF 2018 MUNICIPAL BUDGET:

MOTION: Leonetti SECOND: Troiano
ROLL CALL: Byron -- No, Leonetti -- X, Troiano -- X

Following Comm. Byron's "no" vote, Comm. Leonetti suggested tabling the vote and taking another look at the budget. Mayor Troiano said he has nothing left to give out of his budget. He said the tax increase is at 9.9-cents, and he can't lower it anymore. He said the tax rate has been too low for too long, and the City experienced a \$9 million drop in ratables last year as well. Comm. Byron withdrew his "no" vote, Mayor Troiano withdrew his motion to Introduce, and Comm. Leonetti withdrew his second to the motion. The Board agreed to recess the meeting at today's conclusion, and pick it up again on Tuesday, May 29 at 3 p.m. for the purpose of Introducing the 2018 budget. Comm. Leonetti also said the City may want to reconsider rescinding the recent ordinance giving land to Habitat for Humanity, as the land could be sold and the money put in the budget. Comm. Byron said he'd be happy to debate Comm. Leonetti on that topic.

RESOLUTIONS: City Clerk read the resolutions listed on the agenda:

211-5-18	Authorizing Emergency Temporary Appropriations
212-5-18	Authorizing Remington, Vernick Engineers to proceed with "Sewer Improvements on Cedar Avenue" in an amount not to exceed \$161,500.00, pursuant to N.J.S.A.40A:11-4.4
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214-5-18	Authorizing Special Event Permit for Wildwood's got Talent on Fridays, July 6 - August 24, 2018, at Fox Park
215-5-18	Authorizing Special Event Permit for Beach Ultimate Frisbee tournament, July 27-29, 2018, on the Wildwood Beach
216-5-18	Authorizing refund of Ambulance billing to Martha Opaliski (\$50.00)
217-5-18	Authorizing refund of Ambulance billing to Kevin Alston (\$99.00)
218-5-18	Approving Amusement Game License(s)
219-5-18	Authorizing payment of bills in the amount of \$1,944,142.53 dated May 23, 2018
220-5-18	Authorizing filing of all reports and other data contained in this agenda

- 221-5-18 Amending a Fair and Open Contract with Triad Associates as Grants Coordinator for the City of Wildwood re: 2018 Small Cities Housing Rehabilitation Program (\$31,800.00 increase to \$71,800.00)
- 222-5-18 Authorizing Special Event Permit for Wildwood Cornhole Tournament on beach July 7-8, 2018
- 223-5-18 Authorizing Special Event Permit for Wildwood Beer Fest at Fox Park June 9, 2018 at Fox Park
- 224-5-18 Authorizing Special Event Permit for Life Rolls On Surfing Event on the Wildwood Beach August 5, 2018
- 225-5-18 Authorizing participation in the 2018 "Click It Or Ticket" seat belt mobilization program
- 226-5-18 Authorizing Change Order No. 1 & 2 as submitted by Remington & Vernick Engineers on behalf of Channel Marine Construction (\$14,644.10 decrease to \$393,352.15)
- 227-5-18 Authorizing Certification of Compliance with the United States EOE
- 228-5-18 Authorizing the Police chief to file grant application: Safe and Secure Communities

MOTION: Byron SECOND: Leonetti
 ROLL CALL: Byron – Yes, Leonetti – Yes, Troiano – Yes

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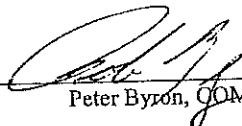
R. Cole, 109 E. Poplar Ave. – Concerned about the amount of dog poop on the dog beach. He also raised concerns about the use of pesticides on the island.

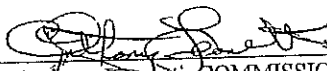
R. Troiano, W. Leaming Ave. - Asked what the value of a penny is on the tax rate. The CFO told him it's about \$140,000. He asked how much surplus is being used in the budget. The CFO told him in excess of \$2.5 million. Mr. Troiano said there's a lack of professionalism in the City of Wildwood, the City doesn't do business properly, and that the City's using too much surplus in the budget. The Mayor said Wildwood is the one who has to do all the work on the island. Mr. Troiano said we can't do that anymore. Comm. Leonetti said the three towns (Crest Wildwood and North Wildwood) basically have the same budget, but the ratables are lower in Wildwood. Comm. Byron said this is not the time to debate the issue, as the budget will be addressed on May 29. He said there's no solution today.

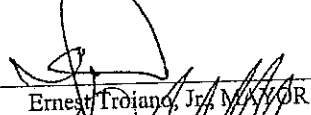
L. Lauriello – Said the Blue Diamond Motel is out of control. He said the police have been there multiple times.

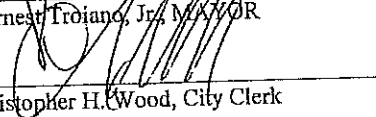
RECESSED: There being no further business to be discussed, this meeting was recessed at 4:48 p.m. until Monday, May 29, 2018 at 3 p.m., for the purpose of introducing the 2018 municipal budget.

MOTION: Byron SECONDED: Leonetti
 ROLL CALL: Byron – Yes, Leonetti – Yes, Troiano – Yes.


 Peter Byron, COMMISSIONER


 Anthony Leonetti, COMMISSIONER


 Ernest Troiano, Jr., MAYOR

ATTEST:

 Christopher H. Wood, City Clerk

DATE MINUTES APPROVED: June 13, 2018

**MINUTES OF A RECESSED MEETING OF THE WILDWOOD
COMMISSIONERS IN THE COUNTY OF CAPE MAY, NEW JERSEY**

Tuesday, May 29, 2018
Commissioners Meeting Room
Time: 3:01 p.m.

MEETING RECONVENED:

Meeting Reconvened by the Mayor.

ROLL CALL

City Clerk called the roll and the following Commissioners answered to their names:
Byron – here, Leonetti – here, Troiano – here

OTHERS ATTENDING

Mary Bittner, Solicitor
Christopher H. Wood, City Clerk

OPEN PUBLIC MEETING ANNOUNCEMENT

As per N.J.S.A. 10:4-12, City Clerk read the Open Public Meetings Act Announcement.

RESOLUTIONS

Comm. Byron said he's glad the other Commissioners had the guts to tell him that they're taking beach services from him. The Mayor said he's gotten no indication of cuts from anybody. Comm. Byron said he started Beach Services and has done an amazing job. Comm. Leonetti said we need this money now. Comm. Byron said the other Commissioners have overstepped their authority. The Mayor said people come to him for complaints. Comm. Byron said the Mayor and Comm. Leonetti are pathetic. He said the Mayor lives in the past and has an excuse for everything. The Mayor said Comm. Byron badmouths him to no end. Comm. Byron said the budget is a false budget, and is using too much surplus.

229-5-18 Introduction/Approval of 2018 Municipal budget

MOTION: Leonetti SECOND: Troiano

ROLL CALL: Byron – No, Leonetti – Yes, Troiano – Yes

230-5-18 Authorizing realignment of various offices from Revenue and Finance Dept.

MOTION: Leonetti SECOND: Troiano

ROLL CALL: Byron – No, Leonetti – Yes, Troiano – Yes

231-5-18 Authorizing Amendment to Special Event Permits re: Hobie Cats

MOTION: Byron SECOND: Leonetti

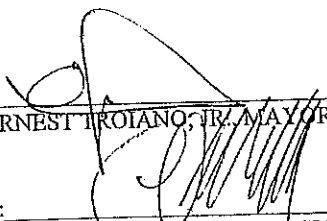
ROLL CALL: Byron – Yes, Leonetti – Yes, Troiano – Yes

PUBLIC COMMENT:

- None


PETER BYRON, COMMISSIONER


ANTHONY LEONETTI, COMMISSIONER


ERNEST TROIANO, JR., MAYOR

ATTEST:
CHRISTOPHER H. WOOD, CITY CLERK

DATE MINUTES APPROVED: June 13, 2018
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

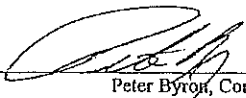
Resolution Designating Certain Departments

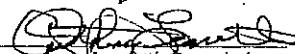
BE IT RESOLVED, the Mayor and Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, the Governing Body thereof, that the designated departments within the municipality are as follows:

1. The Department of Public Affairs and Public Safety
2. The Department of Revenue and Finance
3. The Department of Public Works and Parks and Public Property

The Divisions within those departments are designated as follows:

1. Department of Public Affairs and Public Safety
 - Police Department
 - Fire Department
 - Municipal Court, including Judge, Prosecutor, Public Defender
 - Beach Patrol
 - Fire Prevention Code
 - Emergency Management
 - Animal Control
 - Housing Inspections
 - Parking Meter
 - Traffic Marking
 - Department of Law/Solicitor
2. Department of Revenue and Finance
 - Collection of Taxes
 - Accounts and Control
 - Revenue Collection
 - Tax Assessment
 - Liquidation of Tax Liens
 - City Clerk
 - Insurance
 - Central Purchasing
 - Human Resources
 - Audit Services
 - Relocation Assistance
 - Beach Services
 - Redevelopment
 - Economic Development
 - Municipal Administrator
3. Department of Public Works and Parks and Public Property
 - Public Works
 - Trash/Recycling/Tipping Fee
 - Street Maintenance
 - Seasonal Comfort Station
 - Boardwalk & Mall Cleaning
 - Boardwalk & Mall Construction and Maintenance
 - Fleet Maintenance
 - Building Maintenance
 - Snow Removal
 - Environmental Maintenance
 - Tourism
 - Special Events
 - Zoning Office
 - Water Department
 - Sewer Department
 - Property Inspections
 - Engineer
 - Recreation and Parks
 - Urban Enterprise Zone


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

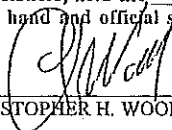

Ernest Troiano, Jr., Mayor

Resolution No. 4-1-16

Offered by: Troiano

Seconded by Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 3rd day of January, 2016 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Monday, August 06, 2018 11:09 AM
To: Mary Bittner
Cc: Henkel, A. William
Subject: RE: OTSC application

OK. Once our retention is confirmed by City resolution, I'll ask Will to reach out to Byron's attorney, by phone or email, both to identify ourselves and to ask for a copy of any brief which they may have filed. I don't believe that I've seen an OTSC application that lacked one.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Monday, August 06, 2018 11:07 AM
To: Leibman, Alain <ALEibman@foxrothschild.com>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: OTSC application

No, there was no brief. The only thing in the envelope was a stapled documents that included the complaint, verification and OTSC.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email or contact the sender at (609) 846-2077. Thank you very much.

From: Leibman, Alain [<mailto:ALEibman@foxrothschild.com>]
Sent: Monday, August 06, 2018 11:04 AM
To: Mary Bittner
Cc: Henkel, A. William
Subject: OTSC application

Mary,

Good morning. You may have not seen it in our email exchanges late last week, but we were wondering if the City was served by Byron's attorney with a brief in support of their OTSC. One was not part of the OTSC documents which you emailed over to us.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALEibman@foxrothschild.com
www.foxrothschild.com

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Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Wednesday, August 08, 2018 6:42 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: Re: [EXT] RE: Engagement resolution

Thanks. I'll call in the morning on the first issue.

Alain Leibman
Sent from my iPhone

On Aug 8, 2018, at 6:21 PM, Mary Bittner <mbittner@wildwoodnj.org> wrote:

Alain:

Attached is the signed resolution. (It has not been assigned a number yet.) One of the attached copies of the contract is signed by your clients and myself. With regard to the conflict issue I would like to discuss that over the phone. I am available any time tomorrow. A good time for a conference call with Chris, the Mayor and Commissioner would be 3:00.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Wednesday, August 08, 2018 2:43 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: RE: Engagement resolution

Mary,

OK. Perhaps you could arrange a group call for some time tomorrow afternoon.

I'm not sure I understand, though, whether you view yourself as unable to act as City Solicitor in the limited fashion suggested by my questions. Defending this case requires, in part, defending the City's official acts, which is why I've inquired about a cert from you, the before/after exhibit, and the plug-in for budgetary review items. Let's talk later today about this – if you feel that the same conflict of interest which precludes you from acting as advocate for Troiano, Leonetti & Fox in court (I agree that's a conflict) also prevents you from acting neutrally in aid of the attorneys defending the City (and I don't see that as a conflict), then we need to figure out quickly who's going to be the substitute affiant, etc. Perhaps that would be Chris Fox, but he would invariably seek your guidance on the facts he's providing us, I would think.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Wednesday, August 08, 2018 2:36 PM
To: Leibman, Alain <ALeibman@foxrothschild.com>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Engagement resolution

The meeting is at 3:30 today. When we get out of the meeting I will email you to confirm the resolution has passed. At that point perhaps you should contact your clients directly to confirm how they want you to move forward. Chris Fox's cell phone is (609) 374-6090. Mayor Troiano's is (609) 517-0970. Commissioner Leonetti's is (609) 231-5869.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Wednesday, August 08, 2018 2:21 PM
To: Mary Bittner
Cc: Henkel, A. William
Subject: Engagement resolution

Mary,

When today do you expect that our engagement will have been embodied in a resolution?

Also, perhaps you could help with an issue which should be addressed in our OTSC response/cross-motion for dismissal. I know that municipal school budgets must be reviewed and approved/disapproved at the State level, but don't know if muni budgets otherwise get higher-level review beyond the borders of the municipality. If they do, then we have a great counter-argument, which is that this internal dispute over how to fund the City's budget doesn't belong in a courtroom because there is effectively an administrative review process at the State level; so, Byron should have taken his grievances there. And if there is higher-level review, perhaps you could provide a brief insert on the point, so that we don't have to re-invent the proverbial wheel, and knit together the body of state statutes which prescribes that administrative review process.

Further, and also, it would helpful if you could generate, even if only as an attachment for your eventual certification, an exhibit which shows a before and after view of the three commissioners' respective City agency responsibilities, so that we can make clear that Byron was not stripped of all meaningful responsibilities.

Thanks.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

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<DOC_20180808160326.pdf>

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CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

Appointing Special Counsel to Represent Mayor Troiano, Commissioner Leonetti
and Administrator Fox in Lawsuit filed against them by Commissioner Byron.

WHEREAS, Commissioner Byron filed a lawsuit against Mayor Troiano, Commissioner Leonetti and Administrator Fox regarding a resolution which was passed removing certain responsibilities from his department;

WHEREAS, the City's indemnification ordinance requires legal representation be provided to officers and employees who are sued for actions arising out of their official duties;

WHEREAS, Alain Leibman, Esq. of Fox Rothschild, LLP is particularly qualified to represent the defendants in Commissioner Byron's lawsuit;

WHEREAS, the Chief Financial Officer of the City of Wildwood has certified that funds are available in the Current Fund's Department of Law – Litigation account (no. 8-01-x-008-234) for Twenty-Five Thousand Dollars (\$25,000.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood that the attached professional services agreement is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is authorized and directed to execute the attached agreement.

BE IT FURTHER RESOLVED, the Clerk is authorized to take all actions necessary and proper which are consistent with this resolution.

Prepared by the Solicitor

Resolution No. _____

Abstain

Peter Byron, Commissioner

[Signature]

Anthony Leonetti, Commissioner

[Signature]

Ernest Troiano, Jr., Mayor

Offered By _____

Seconded By: _____

Adopted _____

I, Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 8th day of August, 2018, and in witness whereof I have hereunder set my hand and official seal on this date written.

[Signature]

CHRISTOPHER WOOD, CITY CLERK

CITY OF WILDWOOD
DEPARTMENT OF REVENUE AND FINANCE
4400 NEW JERSEY AVENUE, NEW JERSEY 08260

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Jeanette J. Powers, Chief Financial Officer of the City of Wildwood, hereby certify that funds are available in the **Current Fund's Department of Law – Litigation account (no. 8-01-x-008-234)** authorizing the execution of a professional service contract with **Alain Leibman, Esquire of Fox Rothschild, LLP** as Special Counsel for an amount not to exceed Twenty-Five Thousand Dollars and 00/100 Dollars only (**\$25,000.00**).

I further certify that this commitment does not exceed the appropriation balance available for this purpose.

Dated: August 8, 2018

Signed:



JEANETTE J. POWERS
Chief Financial Officer



Fox Rothschild LLP
ATTORNEYS AT LAW

Mail: P.O. Box 5231, Princeton, NJ 08543-5231
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
T: 609.896.3600 F: 609.896.1469
www.foxrothschild.com

Alain Leibman
Email Address: AL.leibman@FoxRothschild.com
Direct Dial: 609-896-6743

August 1, 2018

Mary D'Arcy Bittner, Solicitor
4400 New Jersey Avenue
Wildwood, NJ 08260

Re: Fox Rothschild LLP Engagement Letter

Dear Solicitor Bittner:

This letter will confirm that Christopher Fox, Anthony Leonetti, and Ernest Troiano, Jr. ("Client", "You", or "Your") have retained Fox Rothschild LLP ("Firm") to represent Client in connection with the matter described below. The Engagement Letter ("Letter"), along with the attached Standard Terms of Engagement ("Standard Terms"), comprise the Engagement Agreement ("Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1.)

Scope of Work. Client has engaged the Firm to provide the following services: Defense of action captioned Byron v. Troiano, et als., Chancery Division, Cape May County ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only clients in the Engagement are the parties identified as Client in the first paragraph of this Letter. Each of you could choose to be represented by separate counsel in the Engagement. However, you recognize that there are considerations of cost as well as strategic advantages for each of you in joint representation.

Shared Information. You agree that there will be complete and free disclosure of all

A Pennsylvania Limited Liability Partnership

California	Colorado	Connecticut	Delaware	District of Columbia	Florida	Illinois
Minnesota	Nevada	New Jersey	New York	Pennsylvania	Texas	Washington

August 1, 2018

Page 2

information between or among you that the Firm receives from any of you in the course of the Engagement and that such information will not be confidential between or among you.

Withdrawal By Client. Any of you may withdraw from the joint representation ("Withdrawing Client") upon written notice to the Firm. You acknowledge and agree, however, that: (1) Withdrawing Client will be responsible for the Firm's invoices incurred to, and including, the date on which notice is received by the Firm; (2) Withdrawing Client will remain responsible for retaining and paying for separate legal representation; (3) the Firm may continue to represent those of you who have not withdrawn from the Engagement, pursuant to the terms of the Agreement; and (4) the Firm may use any information that Withdrawing Client disclosed to the Firm against Withdrawing Client in the Engagement and may take positions adverse to the interests of Withdrawing Client in the Engagement or in any current or subsequent action or proceeding.

Disagreements. You acknowledge that, despite your current consensus on all material issues, disagreements and other differences may arise between and among you in the future. If you cannot resolve your differences and those differences would materially limit the Firm's ability to provide competent representation to all of you in the Engagement, you agree that, at the Firm's discretion, the Firm may withdraw from the representation of any of you as to whom there is a conflict with others ("Conflicted Client") and may continue to represent the others of you and that, the Firm may use any information that Conflicted Client disclosed to the Firm against Conflicted Client in the Engagement and may take positions adverse to the interests of Conflicted Client in the Engagement or in any subsequent action or proceeding. Conflicted Client agrees that Conflicted Client will remain responsible for retaining and paying for separate legal representation.

Representation in Unrelated Matters. You agree that none of you will use the Firm's joint representation of any, or all, of you in the Engagement as a basis for seeking to disqualify the Firm from representing any of you in current or future unrelated matters.

Independent Counsel. You acknowledge that each of you has been advised to consult with independent legal counsel concerning the terms of the Engagement and this joint representation.

Fees and Billing. The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel are assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's billing

August 1, 2018
Page 3

rates currently range from \$210 to \$920 per hour for lawyers and from \$140 to \$425 per hour for paralegals. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:

Alain Leibman (\$550)
A. William Henkel (\$300)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions concerning the staffing of the Engagement, please contact me immediately. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

August 1, 2018

Page 4

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client. Unless otherwise stated herein, You agree that each of You shall be jointly and severally liable for payment of the Invoices and that the Firm may look to one or both of You for payment of same.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the Engagement another client will have a transaction with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of the Engagement, to the Client's material disadvantage in connection with any matter in which the Firm is adverse to the Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol.



Fox Rothschild LLP
ATTORNEYS AT LAW

August 1, 2018

Page 5

which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will re-send those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge Client's acceptance to the terms in the Agreement and receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alain'.

Alain Leibman
For Fox Rothschild LLP

AL:bc
Enclosure



August 1, 2018
Page 6

The undersigned hereby accept(s) and agree(s) to the terms of Engagement set forth in the Agreement.

Date: August _____, 2018

Ernest Troiano, Jr.

Date: August _____, 2018

Anthony Leonetti

Date: August _____, 2018

Chris Fox

Date: August _____, 2018

Mary D'Arcy Bittner, Solicitor,
City of Wildwood

EXHIBIT 1



Fox Rothschild LLP
ATTORNEYS AT LAW

August 1, 2018
Page 7

Fox Rothschild LLP
ATTORNEYS AT LAW

Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement ("Standard Terms") along with the Engagement Letter ("Letter") comprise the Engagement Agreement ("Agreement") between Client and Fox Rothschild LLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before a communication with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm in writing, of any changes in Client's name, address, telephone number, e-mail, fax number, or e-mail address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about its legal position, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to increase the Firm's efficiency and responsiveness, the Firm will use all of its communication devices (i.e., e-mail, document transfer by computer, wireless telephones, facsimile transfer and other devices with the exception of the above). The use of such devices may place Client's confidential and privileged at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Attorney-Client Privilege

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents, related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are advised by any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made the commitment to Client concerning the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's fee will be recorded in increments of rounded thirds of an hour, with one fourth (0.25) being the minimum for any activity.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers, e-filers, in litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred on the basis of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The latest charge will be due all time the Firm provides to the Engagement.

Payment is due within thirty (30) days from the date of invoice. Unpaid invoices will accrue interest at the maximum rate permitted by applicable laws. If an invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each invoice, there may be fees or charges for a particular time period that will not appear on certain invoices. Any such fees or charges will appear on subsequent invoices.

Notwithstanding except the Corporate Managing Partner, or his/her designee, has the authority to modify the invoices submitted to Client.

Third Party Payer

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payer") may have agreed to pay the invoices incurred in the Engagement, Client agrees to be ultimately responsible for payment of all invoices incurred in the Engagement. If Client has advised the Firm that a Third Party Payer will be paying some or all of the invoices, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payer, including invoices, Client may lose any privileges or other claims that may apply to that information.

April 2018

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New York Pennsylvania Texas Washington

August 1, 2018
Page 8

Conflicts of Interest

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers, in doing so. To the extent the Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that those consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize so long as the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request.

To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the lawyers.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" ("PHI") which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, file share or other means, unless and until (a) Client and the Firm have a current signed Business Associate Agreement in place, (b) the attorney with whom Client is working at the Firm has determined that the PHI is needed in connection with the Engagement, (c) Client has notified the attorney in advance of the transmission of the PHI, and (d) the attorney has approved the manner by which such PHI will be received by the Firm. Client understands the Firm knows it Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

Use of Personal Information

The Firm gathers and processes personal data pursuant to all applicable law, including but not limited to, where applicable after May 25, 2018, the EU General Data Protection Regulation. The Firm will use personal information that we receive in connection with providing legal services to Client, marketing our services to Client, and to comply with applicable law. During and after the Engagement, the Firm may disclose personal information to parties involved in the work, the Firm's professional representatives, affiliated panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

Best Efforts Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Firm used will not include providing Client with legal advice pertaining to any federal state, foreign or local law matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that notice was precluded by delay in providing such notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's final invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and Client agrees not to oppose such request. Client will remain obligated for any fees due through the effective date of the termination.

Once Client's matter is concluded, the Firm will notify Client, offer to return any original material Client provided to the Firm, and close the matter. Client can request that the entire file be sent to Client at this time. If Client does not request the return of the entire file, it may be sent to storage off site, and thereafter an administrative cost may be charged to Client for retrieving it from storage. Client is responsible for complying with any records retention obligations that may be applicable to any record.

Under the Firm's Records Retention Policy, as may be modified from time to time, the Firm may dispose of files as early as seven (7) years after a matter is closed. The Firm will send written notice to Client at the last address in the Firm's records before disposing of any of Client's files. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may destroy files that Client has not previously requested be returned to Client.

The Firm and Client agree that all original Client supplied materials and all lawyer and product (referred to generally as "client material") are the property of the Client. Lawyer and product includes, for example, final contracts, pleadings, and final documents. The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflicts materials. The Firm will assume that Client has a copy of all electronic documents provided to the Firm by Client or on Client's behalf, and that Client retains in Client's records all electronic and physical materials provided to Client in the course of the Engagement. All nonpublic information that Client has supplied to the Firm and that the Firm retains will be kept confidential in accordance with applicable rules of professional responsibility.

Future Changes to the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect. If this Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

April 2018

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Page 11



Mail: P.O. Box 5231, Princeton, NJ 08543-5231
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
T: 609.896.3600 F: 609.896.1469
www.foxrothschild.com

Alan Leibman
Email Address: Al.Leibman@FoxRothschild.com
Direct Dial: 609-895-6743

August 1, 2018

Mary D'arcy Bittner, Solicitor
4400 New Jersey Avenue
Wildwood, NJ 08260

Re: Fox Rothschild LLP Engagement Letter

Dear Solicitor Bittner:

This letter will confirm that Christopher Fox, Anthony Leonetti, and Ernest Troiano, Jr. ("Client", "You", or "Your") have retained Fox Rothschild LLP ("Firm") to represent Client in connection with the matter described below. The Engagement Letter ("Letter"), along with the attached Standard Terms of Engagement ("Standard Terms"), comprise the Engagement Agreement ("Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1.)

Scope of Work. Client has engaged the Firm to provide the following services: Defense of action captioned Byron v. Troiano, et als., Chancery Division, Cape May County ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only clients in the Engagement are the parties identified as Client in the first paragraph of this Letter. Each of you could choose to be represented by separate counsel in the Engagement. However, you recognize that there are considerations of cost as well as strategic advantages for each of you in joint representation.

Shared Information. You agree that there will be complete and free disclosure of all

A Pennsylvania Limited Liability Partnership

California	Colorado	Connecticut	Delaware	District of Columbia	Florida	Illinois
Minnesota	Nevada	New Jersey	New York	Pennsylvania	Texas	Washington

August 1, 2018

Page 2

information between or among you that the Firm receives from any of you in the course of the Engagement and that such information will not be confidential between or among you.

Withdrawal By Client. Any of you may withdraw from the joint representation ("Withdrawing Client") upon written notice to the Firm. You acknowledge and agree, however, that: (1) Withdrawing Client will be responsible for the Firm's invoices incurred to, and including, the date on which notice is received by the Firm; (2) Withdrawing Client will remain responsible for retaining and paying for separate legal representation; (3) the Firm may continue to represent those of you who have not withdrawn from the Engagement, pursuant to the terms of the Agreement; and (4) the Firm may use any information that Withdrawing Client disclosed to the Firm against Withdrawing Client in the Engagement and may take positions adverse to the interests of Withdrawing Client in the Engagement or in any current or subsequent action or proceeding.

Disagreements. You acknowledge that, despite your current consensus on all material issues, disagreements and other differences may arise between and among you in the future. If you cannot resolve your differences and those differences would materially limit the Firm's ability to provide competent representation to all of you in the Engagement, you agree that, at the Firm's discretion, the Firm may withdraw from the representation of any of you as to whom there is a conflict with others ("Conflicted Client") and may continue to represent the others of you and that, the Firm may use any information that Conflicted Client disclosed to the Firm against Conflicted Client in the Engagement and may take positions adverse to the interests of Conflicted Client in the Engagement or in any subsequent action or proceeding. Conflicted Client agrees that Conflicted Client will remain responsible for retaining and paying for separate legal representation.

Representation in Unrelated Matters. You agree that none of you will use the Firm's joint representation of any, or all, of you in the Engagement as a basis for seeking to disqualify the Firm from representing any of you in current or future unrelated matters.

Independent Counsel. You acknowledge that each of you has been advised to consult with independent legal counsel concerning the terms of the Engagement and this joint representation.

Fees and Billing. The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel are assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's billing

August 1, 2018

Page 3

rates currently range from \$210 to \$920 per hour for lawyers and from \$140 to \$425 per hour for paralegals. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:

Alain Leibman (\$550)
A. William Henkel (\$300)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions concerning the staffing of the Engagement, please contact me immediately. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

August 1, 2018
Page 4

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client. Unless otherwise stated herein, You agree that each of You shall be jointly and severally liable for payment of the Invoices and that the Firm may look to one or both of You for payment of same.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the Engagement another client will have a transaction with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of the Engagement, to the Client's material disadvantage in connection with any matter in which the Firm is adverse to the Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol.



August 1, 2018
Page 5

which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will re-send those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge Client's acceptance to the terms in the Agreement and receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alain'.

Alain Leibman
For Fox Rothschild LLP

AL:hc
Enclosure

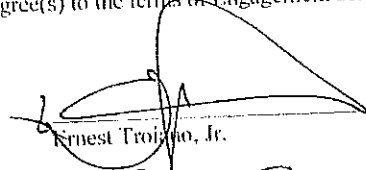


Fox Rothschild LLP
ATTORNEYS AT LAW

August 1, 2018
Page 6

The undersigned hereby accept(s) and agree(s) to the terms of Engagement set forth in the Agreement.

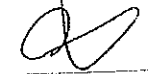
Date: August 8, 2018


Ernest Troiano, Jr.

Date: August 8, 2018


Anthony Leonetti

Date: August 8, 2018


Chris Fox

Date: August 8, 2018

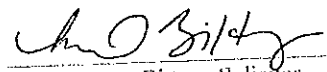

Mary D'Arcy Bittner, Solicitor.
City of Wildwood

EXHIBIT 1



August 1, 2018
Page 7

Fox Rothschild LLP ATTORNEYS AT LAW

Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement ("Standard Terms") along with the Engagement Letter ("Letter") comprise the Engagement Agreement ("Agreement") between Client and Fox Rothschild LLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in this engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provision in the Letter shall control.

Communication

Client agrees to be candid and cooperative with the Firm and to provide the Firm with all complete and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to notify the Firm in writing, of any changes in Client's name, address, telephone number, contact person, or e-mail address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to maximize the Firm's efficiency and responsiveness, the Firm will use state-of-the-art communication devices (e.g., email, document transfer by computer, wireless telephones, facsimile transfer and other devices) which may be developed in the future. The use of such devices may place Client's confidential and privileged data at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Attribution by Client

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents, related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents, or its closely "Affiliates". Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Estimates

The Fees and Costs relating to the Engagement are set forth in Table A. As a party, the Firm has made no commitment to Client to cap the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's time will be recorded in increments of rounded tenths of an hour, with one tenth (0.1) being the minimum for any activity.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs certain costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers, e-experts, litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The firm charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of invoice. Unpaid invoices will accrue interest at the maximum rate permitted by applicable laws. If an invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

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Third Party Payer

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payer") may have agreed to pay the fees and costs incurred in the Engagement, Client agrees to be ultimately responsible for payment of all invoices incurred in the Engagement. If Client has advised the Firm that a Third Party Payer will be paying some or all of the invoices, Client acknowledges that should Client advise the Firm to discontinue confidential information with that Third Party Payer, including invoices, Client may lose any privileges or other issues that may apply to that information.

Aug 1 2018

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August 1, 2018
Page 8

Conflict of Interest

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel or other lawyers, in doing so. To the extent that the Firm is addressing its duties, obligations or responsibilities to Client in these consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize solely in the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request.

To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the fees.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" ("PHI") which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, facsimile or other medium, unless and until: (a) Client and the Firm have a current, signed Business Associate Agreement in place; (b) the attorney with whom Client is working at the Firm has determined that the PHI is needed in connection with the Engagement; (c) Client has notified the attorney in advance of the transmission of the PHI; and (d) the attorney has approved the manner by which such PHI will be received by the Firm. Client must let the Firm know if Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

Use of Personal Information

The Firm gathers and processes personal data pursuant to all applicable law, including but not limited to, which applicable after May 25, 2018, the EU General Data Protection Regulation. The Firm will use personal information that we receive in connection with promoting legal services to Client, marketing our services to Client, and to comply with applicable law. During and after the Engagement, the Firm may also use personal information to publish, present in the work the Firm is performing, opposing parties, arbitration panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

Fee Letter Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not constitute Client with legal advice pertaining to any legal claim, dispute, or legal matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that insurer was prejudiced by delay in providing such notice.

Continuation of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's last invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and Client agrees not to oppose such request. Client will remain obligated for any invoices through the effective date of the termination.

Once Client's matter is concluded, the Firm will notify Client, offer to return any original material Client provided to the Firm, and, upon the matter's closure, Client can request that the entire file be sent to Client at this time. If Client does not request the return of the entire file, it may be sent to storage off site, and thereafter an administrative cost may be charged to Client for retrieving it from storage. Client is responsible for complying with any records retention obligations that may be applicable to any record.

Under the Firm's Records Retention Policy, as may be modified from time to time, the Firm may dispose of files as early as seven (7) years after a matter is closed. The Firm will send written notice to Client at the last address in the Firm's records before disposing of any of Client's files. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may destroy files that Client has not previously requested be returned to Client.

The Firm and Client agree that all original Client-supplied materials and all lawyer work product (referred to generally as "Client material") are the property of the Client. Lawyer work product includes, for example, briefs, contracts, pleadings, and trust documents. The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflict materials. The Firm will assume that Client has a copy of all electronic documents provided to the Firm by Client or on Client's behalf, and that Client retains in Client's records all electronic and physical materials provided to Client in the course of the Engagement. All nonpublic information that Client has supplied to the Firm, and that the Firm retains will be kept confidential in accordance with applicable rules of professional responsibility.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments unless Client subsequently engages the Firm to do so.

Survivability in Event of Partial Invalidity

If any provision of this Agreement is held to be invalid or in part to be unenforceable for any reason, the remainder of this provision and of the entire Agreement will be severable and will remain in effect. If this Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

April 2018

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New York Pennsylvania Texas Washington

Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Wednesday, August 01, 2018 10:19 AM
To: Mary Bittner
Subject: RE: Byron v. Troiano, et al

Thanks, Mary, we'll start a conflicts search now. In the meantime, I sent you an email moments before receiving yours; please take a look at it when convenient.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Wednesday, August 01, 2018 10:15 AM
To: Leibman, Alain <ALEibman@foxrothschild.com>
Subject: [EXT] Byron v. Troiano, et al

Alain:

Attached please find the Order to Show Cause and Verified Complaint received via certified mail last Thursday.

Please advise whether you may represent Mayor Troiano, Commissioner Leonetti and Administrator Fox.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email or contact the sender at (609) 846-2077. Thank you very much.

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FILED

JUL 10 2018

CIVIL DIVISION
SUPERIOR COURT-CAPE MAY COUNTY

By: Mary E. Lenti, Esquire
Attorney No.: 029932011
137 High Street, Fourth Floor
Mount Holly, NJ 08060
Tel: (609) 265-9604
Fax: (609) 265-9605
Attorney for Plaintiff

PETER BYRON,

PLAINTIFF,

v.

ERNIE TROLANO, ANTHONY
LEONETTI, CHRISTOPHER FOX,

DEFENDANT(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION

DOCKET NO.: CPH-C-47-18

CIVIL ACTION

VERIFIED COMPLAINT

Pete Byron is the Plaintiff in the above captioned matter. Defendants are two Commissioners for the City of Wildwood and Defendant Fox is the City Administrator for the City of Wildwood.

AS TO COMPLAINT

1. The entity of the City of Wildwood ("Wildwood") is a local government of New Jersey, located in Cape May county.
2. Under N. J.S.A. 40: 70-1 et. seq. establishes a Commission Form of government. These municipalities are also more commonly known as "Walsh Act" cities. A three or five-member commission is established based on size. In Wildwood, three elected commissioners serve to make up the commission. The commissioners collectively constitute a board that is the legislative body of the municipality. The executive function of the municipality is divided among the three or five commissioners, each of whom is the director of one of the municipal departments specified by law. Subordinate offices and agencies are assigned among the departments by the full board at its organization meeting. Thereafter, the power to appoint all subordinate personnel in each department rests with the commissioner in charge that department. One commissioner is chosen by the board to

serve for four years as the mayor and to preside over meetings of the board. The mayor is directed by law to "supervise" all departments, but there is no veto power, and judicial decisions have tended to regard each commissioner as supreme in his or her own department, so that the mayor's supervisory authority depends more upon personal qualities than statutory authority.

3. The commissioners have equal power to vote, veto, supervise, etc. For any passage or defeat of legislation and motions, a majority vote of the commissioners must be established.

4. In these specific forms of government, mechanisms for removing power and departments from an individual commissioner are extremely limited.

5. To bypass these established policies, Defendants have unilaterally stripped Plaintiff of his primary responsibilities as a Commissioner. This includes removing Plaintiff from overseeing the Municipal Administrator, Redevelopment, Economic Development and Beach Services. Beach Services, specifically, was a department which Plaintiff revamped and made into a largely beneficial department.

6. The decision to remove these certain designations from Plaintiff was made arbitrarily and capriciously by the Defendants.

7. The decision was not only invalid based on substantive grounds, but also made in violation of any procedural safe guards. Despite existing notice requirements, Defendants bypassed public policy by attempting to add resolutions involving Plaintiff at the last minute.

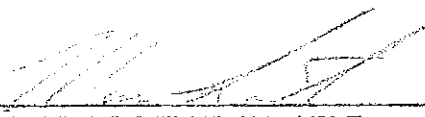
8. Defendants have plotted against the Plaintiff in retaliation for voting against a deceitful budget, that would in fact injure the taxpayers and citizens of Wildwood.

9. The actions taken by Defendant show a pattern of behavior that is contrary to the interests of the town and have infringed upon the mandates of the local interests.

10. Due to the conflict of having this matter heard in Cape May County, we are respectfully asking this matter be heard in Camden County.

WHEREFORE, Plaintiff demands the following:

- a. The Defendants, be barred from taking further action against the Plaintiff. Additionally, all Designated Departments previously taken from Plaintiff be immediately reinstated;
- b. Directing the Defendants to provide a full and accurate accounting of all events invoking this matter; and
- c. Any other relief that the court deems fair and equitable.

BY: 

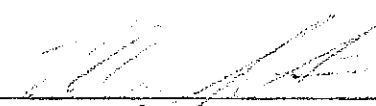
MARY E. LENTI, ESQUIRE

Attorney for the Plaintiff, Peter Byron

Dated: 7-14-08

DESIGNATION OF TRIAL COUNSEL

Mary E. Lenti, Esquire attorney for the Plaintiff, Peter Byron, is hereby designated as trial counsel for the Plaintiff.

By: 

MARY E. LENTI, ESQUIRE
Attorney for the Plaintiff, Peter Byron

Date: 7-9-2015

CERTIFICATION

The undersigned hereby certifies the following, pursuant to R: 4:5-1 (b)(2):

1. That to the best of my knowledge and belief, this matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any such proceeding contemplated at this time by the Plaintiff.
2. That, to the best of my knowledge and belief, there are no other parties who should be joined in this action.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements is willfully false, I am subject to punishment.

Date: 7-9-2015

By: 

MARY E. LENTI, ESQUIRE
Attorney for the Plaintiff, Peter Byron

FILED

JUL 10 2018

CIVIL DIVISION
SUPERIOR COURT-CAPE MAY COUNTY

By: Mary E. Lenti, Esquire
Attorney No.: 029932011
137 High Street, Fourth Floor
Mount Holly, NJ 08060
Tel: (609) 265 9604
Fax: (609) 265-9605
Attorney for Plaintiff

PETER BYRON,

PLAINTIFF,

v.

ERNIE TROIANO, ANTHONY
LEONETTI, CHRISTOPHER FOX,

DEFENDANT(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION

DOCKET NO.: CPM-C-47-18

CIVIL ACTION

PLAINTIFF CERTIFICATION IN
SUPPORT OF VERIFIED
COMPLAINT AND ORDER TO
SHOW CAUSE

1. I, Peter Byron am the Plaintiff in the above referenced matter and make this personal Certification truthfully and in support of the attached Verified Complaint and Order to Show Cause.
2. I am an elected Commissioner in municipality of Wildwood, New Jersey. I was elected since 2011 and have served continuously with the Plaintiffs. As has been mentioned in the Complaint, Wildwood is a Walsh Act municipality. There are three commissioners of equal power, with the Mayor, Defendant Troiano having the same authority as the other two commissioners. In effect, the mayor is simply a title for Defendant, as work and departments is split amongst all three commissioners. To pass any motions, two commissioners must vote yes. Defendant Fox is the Business Administrator for Wildwood and is a full-time employee of Wildwood.
3. Prior to the events have led to the filing of this Complaint, Defendant Troiano has been intimidating and has behaved as a tyrant, making unilateral decisions which have not been good for Wildwood. Everything that I have attempted to implement that would benefit Wildwood, has been met with resistance and dirty politicking by Defendants.

4. For the purpose of this court proceeding, I will be focusing on the events of the town meeting starting on May 29, 2018 and continuing currently.

5. Normally, a municipality's budget should begin forming the previous November. However, as is the usual course of business, the budget had just been coming together in late May.

6. It is important to note, that for the last several years, Wildwood has been working on what is effectively a "false budget." Essentially, money is borrowed from the reserve and surplus to buy down the budget.

7. This has been a continual problem in Wildwood and unfortunately is not fixable overnight. There has been a culture of fiscal irresponsibility. It is something I have tried in vain to fix. I feel I have made strides, but it is fighting a losing battle, especially with the Defendants only looking out for their own interests. There is rapid overspending, hiring is out of control, projects are not prioritized and there is a need for an internal audit and investigation.

8. This year, the proposed budget was shockingly inept and presented to me on May 22, 2018, to be discussed the next night. Despite having very limited time to review this, I immediately was able to see that there was gross negligence in the way that it was structured. Again, money was borrowed in order to buy down the budget and this year, it was to the tune of two million dollars. This money was again taken from the township reserves and at this point, there is a mere seven hundred dollars left in the reserve for the entire year. Even with this practice, the budget increase was nearly 9.9%. I was not involved in the budget process and information from Defendant Fox was limited.

9. During the May 23, 2018 meeting, there was vote to introduce the budget. Discussion and adoption of the budget would occur at other meetings. Immediately, the idea of introducing the budget was met with stern feelings by a member of the public. Plaintiff publicly stated that this budget was the result of misappropriation and that blame lay with all members involved. Additionally, Plaintiff called for an internal review to be conducted.

10. Plaintiff voted "no" for the budget to be introduced, Defendant Troiano voted to introduce and Defendant Leonetti thought that it should be pushed off for one week.

11. On the original agenda for the May 29, 2018 meeting would be the introduction of the budget. Due to issues in the past, there are several groups that must be notified in a timely manner in advance of what will be on the agenda. Additionally, I had previously asked if a matter could be added to the agenda at the last minute. I was informed that this was contrary to public policy and could not be done.

12. The morning of the meeting, I came into my office to find that an amendment had been added to the agenda for that night. I was shocked to see an amendment able to be added. The amendment included a motion to take Beach Services, arguable my most important department, to be taken from me and reassigned. I could not believe that this was happening, as there was no precedent for this to happen. This was in clear retaliation to the comments made about the budge. When I confronted Defendants regarding this, I was told that "rumors had been heard about me running next year with other people."

13. At the meeting, Defendants began to introduce and pass resolutions which effectively stripped me of my departments as a commissioner. It was being done on the fly and in contradiction to everything that is efficient to any municipality. There was no explanation and no discussion on the matter.

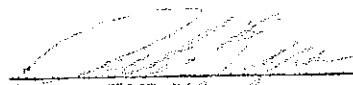
14. This pattern of unilateral decisions has been a constant in this administration and now it is infringing on the right of not only myself, but the people of Wildwood.

15. At the most recent meeting, I publicly opposed the budget and am waiting for additional backlash to begin.

16. The Defendants are attempting to obstruct the proper mechanisms of government and continue their policies of self-benefiting and fiscal irresponsibility. They are not authorized by any

doctrine to take the steps they have. There was no cause for this arbitrary action and I am respectfully asking this court to intervene.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.



PETER BYRON
Plaintiff

Date: 7/7/8

By: Mary E. Lenti, Esquire
Attorney No.: 029932011
137 High Street, Fourth Floor
Mount Holly, NJ 08060
Tel: (609) 265-9604
Fax: (609) 265-9605
Attorney for Plaintiff

FILED

JUL 18 2018

CIVIL DIVISION
SUPERIOR COURT-CAPE MAY COUNTY

PETER BYRON,

PLAINTIFF,

v.

ERNIE TROIANO, ANTHONY
LEONETTI, CHRISTOPHER FOX,

DEFENDANT(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION

DOCKET NO.: CPM-C-47-18

CIVIL ACTION

ORDER TO SHOW CAUSE

THIS MATTER being opened to the Court by Mary E. Lenti, Esquire, appearing on behalf of the PLAINTIFF, and it appearing upon a reading of the certification and exhibits in support hereof; that the Plaintiff has demonstrated circumstances exigent in nature;

IT IS on this 18th day of July, 2018, ORDERED that Plaintiff, appear and show cause before the Superior Court at Cape May, New Jersey at 9 N. Main Street, CMCH, or as soon thereafter as counsel may be heard, on the 5th day of September, 2018, at 11:00 a.m. or as soon as counsel may be heard, why an Order should not be issued requiring the Plaintiff to:

- The Defendants, be barred from taking further action against Plaintiff. Additionally, all Designated Departments previously taken from Plaintiff be immediately reinstated;
- Directing the Defendants to provide a full and accurate accounting of all events invoking this matter;
- Any other relief that the court deems fair and equitable,

And it is further ORDERED that:

1. A copy of this order to show cause, verified complaint and all supporting affidavits or certifications submitted in support of this application be served upon the defendant(s), within 7 days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

2. The plaintiff must file with the court his/her/its proof of service of the pleadings on the defendant(s) no later than three (3) days before the return date.

3. Defendant(s) shall file and serve a written answer, an answering affidavit or a motion returnable on the return date to this order to show cause and the relief requested in the verified complaint and proof of service of the same by August 24, 2018. The answer, answering affidavit or a motion, as the case may be, must be filed with the Clerk of the Superior Court in the county listed above and a copy of the papers must be sent directly to the chambers of Judge **MICHAEL J. BLEE, P.J.Ch.**

4. The plaintiff must file and serve any written reply to the defendant's order to show cause opposition by August 31, 2018. The reply papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of Judge **MICHAEL J. BLEE, P.J.Ch.**

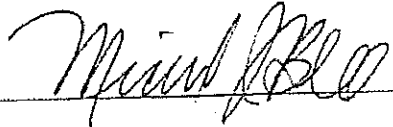
5. If the defendant(s) do/does not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the plaintiff files a proof of service and a proposed form of order at least three days prior to the return date.

6. If the plaintiff has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.

7. Defendant(s) take notice that the plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. If you dispute this complaint, you, or your attorney, must file a written answer, an answering affidavit or a motion returnable on the return date to the order to show cause and proof of service before the return date of the order to show cause. These documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Family Case Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Include a \$ 175 filing fee payable to the "Treasurer State of New Jersey." You must also send a copy of your answer, answering affidavit or motion to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your answer, answering affidavit or motion with the fee or judgment may be entered against you by default.

8. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJLAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services.

9. The Court will entertain argument, but not testimony, on the return date of the order to show cause, unless the court and parties are advised to the contrary no later than 3 days before the return date.


MICHAEL J. BLEE, P.J.Ch.

Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Tuesday, August 07, 2018 10:28 AM
To: Mary Bittner
Cc: Henkel, A. William
Subject: RE: Byron v. Troiano, et al

Thanks. I'm glad you counseled the Mayor and Com'r Leonetti to make no comments on or for the article.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Tuesday, August 07, 2018 8:43 AM
To: Leibman, Alain <ALEibman@foxrothschild.com>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] Byron v. Troiano, et al

FYI

https://www.pressofatlanticcity.com/news/wildwood-commissioner-sues-mayor-claims-retaliation-over-budget-vote/article_87340221-11bc-5167-9738-7ab5ff0b555d.html

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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BREAKING Split FTC fines Facebook \$5B, adds oversight for privacy violations

https://www.pressofatlanticcity.com/news/local/wildwood-commissioner-sues-mayor-claims-retaliation-over-budget-vote/article_87340221-11bc-5167-9738-7ab5ff0b555d.html

Wildwood commissioner sues mayor, claims retaliation over budget vote

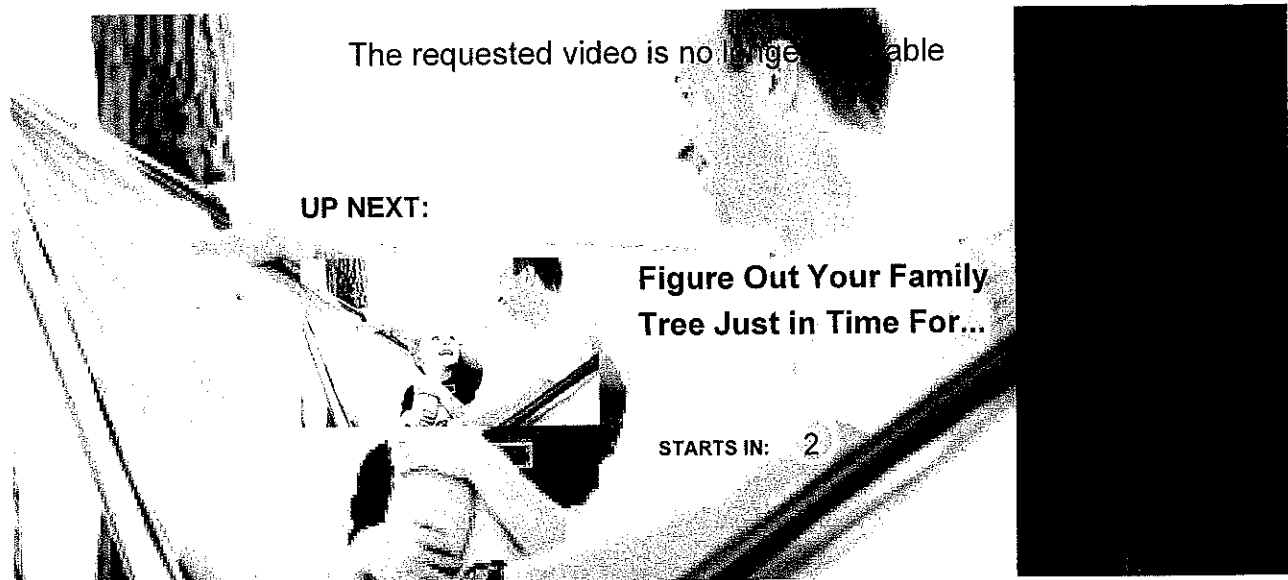
JOHN DeROSIER Staff Writer Aug 7, 2018

BYRON Wildwood Commissioner Pete Byron is suing Mayor Ernie Troiano and Commissioner Anthony Leonetti claiming they conspired to strip away his oversight of several of the city's departments, including redevelopment, economic development and beach services.

Dale Gerhard / Staff Photographer

Troiano "It's something we're concerned about," Mayor Ernie Troiano said of the tax increase and the surplus. "But we have made tremendous improvements around town and have cracked down on crime. ... That comes with a price tag."

Dale Gerhard / Staff Photographer



WILDWOOD — Commissioner Pete Byron is suing Mayor Ernie Troiano and Commissioner Anthony Leonetti, claiming they conspired to strip away his oversight of several of the city's departments, including redevelopment, economic development and beach services.

In the civil complaint filed July 16 in Cumberland County Superior Court, Byron accuses the other commissioners of taking away departments he was responsible for in retaliation for his vote against the municipal budget. A hearing for the lawsuit is scheduled for September.

Troiano and Leonetti declined to comment on the suit.

The budget, passed in late June, included a 10-cent tax-rate increase and reduced the city's surplus funds from \$2.5 million to just \$700.



Wildwood hosts family-friendly mud run on the beach

Wildwood is managed by a three-member commission. Troiano and Leonetti voted June 27 to strip Byron of the departments, with Byron opposing the resolution. The departments will now be supervised by Troiano.

Byron, meanwhile, is still in charge of revenue and finance. He said he was not told why when they voted to take his other departments away and maintains it was for political reasons.

“They took the departments away because I strongly opposed the runaway spending in our city that led to this tax increase,” he said. “The Beach Services Department was the harshest blow. Working with the business community, we have elevated numerous beach amenities and generated a lot of revenue. It’s disturbing to see that progress stalled.”

The latest source of revenue comes from beach parking, which started on Baker Avenue next to the Convention Center this year.

Byron said he expects to bring in at least \$100,000 in revenue this summer from beach parking.

Federal proposal would ban Hereford Inlet from being used for beach replenishment

He added that revenue could help replenish the depleted surplus.

Byron's fight with the budget goes back to May, when the city introduced its 2018 municipal spending plant with a 10-cent tax-rate increase per \$100 of assessed value.

The average home in Wildwood is assessed at \$204,355. People with a home assessed at the average value will pay \$202 more this year to support the municipal budget.

The increase would have been near 23 cents per \$100, but Troiano and Leonetti decided to use the city's \$2.5 million surplus to limit the tax hike.

"It's something we're concerned about," Troiano said of the tax increase and the surplus. "But we have made tremendous improvements around town and have cracked down on crime. ... That comes with a price tag."



Woman violently arrested on Wildwood beach rejects plea deal

Byron, Leonetti and Troiano were first elected together in a nonpartisan election in 2011 and vowed to crack down on the crime and drugs that had plagued sections of town, specifically along Pacific Avenue.

Since then, the city has spent money across the board on improvements, especially for public safety, Leonetti said.

In the past several years, the city has replaced police cars, upgraded equipment and changed shifts.

The result has been about a 40 percent decrease in crime in the city since 2011, according to public crime statistics.

“We’re getting there. Pacific Avenue is in much better shape than it was years ago,” Leonetti said. “But this has cost money, and it all hit us now with a large tax increase. ... We should have incrementally increased taxes along the way instead of having this one big wave, but we can’t change that now.”

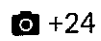
Troiano and Leonetti said they don’t expect to see a similar tax hike in upcoming years. Key to avoiding another increase will be adding tax ratables in the form of new development, they said.

“This is a process. ... We had to crack down on the crime first,” Troiano said. “There’s a price tag on that, but we’re starting to come out on the other side.”

Contact: 609-272-7260 JDeRosier@pressofac.com Twitter @ACPressDeRosier



West Wildwood mayor told cops to lay off political allies, lawsuit states



Wildwood Crest Beach Patrol offers tradition, exhilaration



Amidst international scrutiny over arrest video, Wildwood looks to cement its identity

Cape May to host redevelopment forum Monday night



Rift opens between Sea Isle pastor, parishioners over fate of St. Joseph church

\$10 million project overhauling Wildwood's Rio Grande entrance delayed

Morey's Piers explains decision to retire Flitzer roller coaster

Judge tosses Wildwood commissioner's lawsuit against mayor

Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Friday, August 10, 2018 6:05 PM
To: Mary Bittner
Cc: Chris Fox; Henkel, A. William
Subject: Re: [EXT] RE: Letter to Byron's counsel

Sure. I'll call on Monday.

Alain Leibman
Sent from my iPhone

On Aug 10, 2018, at 5:25 PM, Mary Bittner <mbittner@wildwoodnj.org> wrote:

Can we discuss on the phone before you send me anything? I'll be in all day Monday.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Friday, August 10, 2018 3:38 PM
To: Mary Bittner; Chris Fox
Cc: Henkel, A. William
Subject: RE: Letter to Byron's counsel

Thank you, Mary. I'll have to you sometime late on Monday afternoon a draft certification for your review/revision.

Enjoy the weekend, and I hope it's a busy and safe one for all in Wildwood.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Friday, August 10, 2018 3:35 PM
To: Leibman, Alain <ALEibman@foxrothschild.com>; Chris Fox <cfox@wildwoodnj.org>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Letter to Byron's counsel

Alain:

Attached please find an email pertaining to the budget and documents from the Clerk's Office which are resolutions pertaining to department assignments and should be in date order.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALEibman@foxrothschild.com>]
Sent: Friday, August 10, 2018 3:11 PM
To: Mary Bittner; Chris Fox
Cc: Henkel, A. William
Subject: Letter to Byron's counsel

Mary and Chris,

Please find attached a copy of my letter today to Mary Lenti, Byron's non-responsive attorney. Chris – please share with the Mayor and Comm'r Leonetti.

Also, Chris, please attend when you can to my email of earlier today. I'm looking for the documents referenced there, as City records for attachment to Mary's factually-neutral certification, which I've started drafting.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax

ALeibman@foxrothschild.com
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Fox Rothschild LLP

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ALAIN LEIBMAN
Direct No: 609.895.6743
Email: ALeibman@FoxRothschild.com

August 10, 2018

VIA FEDERAL EXPRESS

Mary Lenti, Esq.
Grace & Lenti, LLC
137 High Street
Mount Holly, NJ 08060

Re: Byron v. Troiano, et als.

Dear Ms. Lenti,

As I advised you by email on Thursday, August 9th, we have been engaged to represent the defendants in the above matter.

In the same email, I asked you to advise whether the plaintiff had filed a brief in support of his Order to Show Cause, as our clients – through the City Solicitor – had not been served with a brief. Furthermore, I requested that you provide me with your brief by return email, if one had been filed. I have no response to that email. My administrative assistant has followed up with your office by telephone both yesterday and today, in a thus-far unsuccessful effort to resolve these matters. Please let me hear from you without further delay as we have a limited time to respond.

Additionally, I would like to discuss certain aspects of this matter concerning plaintiff Peter Byron, which will reveal themselves if this case proceeds further. I will, in light of those issues, ask you to consider a prompt voluntary dismissal of the complaint without further filing on our part. Please call at your earliest convenience to discuss this matter, as well.

A Pennsylvania Limited Liability Partnership

California Colorado Connecticut Delaware District of Columbia Florida Illinois
Minnesota Nevada New Jersey New York Pennsylvania Texas Washington

OPRA583



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

Mary Lenti, Esq.
August 10, 2018
Page 2

Very truly yours,

Alain Leibman

AL:bc

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

WHEREAS on May 18, 1999 the Board of Commissioners held their Reorganization Meeting and adopted Resolution 189-5-99 designating departments within the Municipality and the Commissioner in charge of each department; and

WHEREAS it has been decided certain an amendment is needed in the following department:

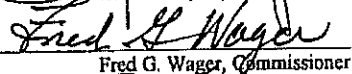
Department of Public Works, Public Parks and Public Property

Under the supervision of the Wildwood Recreation Department the Greater Wildwood Islanders Football & Cheerleading Association is hereby included, a copy of the By-Laws are annexed hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, County of Cape May and State of New Jersey, the Governing Body thereof, that they Resolution 189-5-99 is hereby amended to reflect the above department designation amendment.

Resolution No. 245-8-01

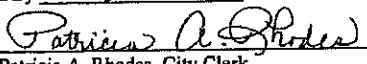

Ernest Troiano, Jr., Commissioner


Fred G. Wager, Commissioner


Duane Sloan, Mayor

Offered By SLOAN

Seconded TRIANO

Attest: 
Patricia A. Rhodes, City Clerk

Adopted: AUGUST 22, 2001

I, Patricia A. Rhodes, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 22 day of AUGUST, 2001, and in witness whereof I have hereunder set my hand and official seal on this date written.


Patricia A. Rhodes, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, and State of New Jersey, the Governing Body thereof, that listed below are the Directors and Attorneys for the City of Wildwood.

Ernest Troiano, Jr., Mayor and President of the Board, and Director of Public Works, Public Parks and Public Properties.

Fred G. Wager, Deputy Mayor and Vice President of the Board, and Director of the Department of Public Affairs and Public Safety.

Kathleen Breuss, Director of the Department of Revenue and Finance.

Marcus H. Karavan, City Solicitor.

Eric Garrabrant, Conflict Counsel, Firm of Serber, Konschak and Garrabrant, LLP.

Mayor and City Clerk are authorized to execute Professional Service Contracts forthwith.


KATHLEEN BREUSS, COMMISSIONER

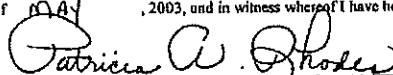
FRED G. WAGER, COMMISSIONER

ERNEST TROIANO, JR., MAYOR

Resolution No. 181-5-03
Offered By WAGER
Adopted MAY 20, 2003

Seconded by BREUSS

I, Patricia A. Rhodes, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 20th day of MAY, 2003, and in witness whereof I have hereunder set my hand and official seal on this date written.


PATRICIA A. RHODES, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

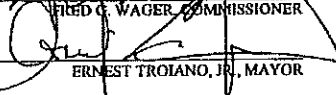
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, County of Cape May, New Jersey, the Governing Body thereof, that the designated departments within the municipalities are as follows:

1. The Department of Public Affairs and Public Safety.
2. The Department of Revenue and Finance.
3. The Department of Public Works and Parks and Public Safety.

The divisions within those departments are designated as follows:

1. Department of Public Affairs and Public Safety
 - Police Department
 - City Solicitor
 - Municipal Court
 - Beach Patrol
 - Fire Department
 - Code Enforcement -- Housing Inspectors
 - Purchasing and Personnel Office
 - Public Affairs
 - Tourism
2. Department of Revenue and Finance
 - Accounts and Control
 - Revenue Collection
 - Tax Assessor
 - City Clerk's Office
 - Parking Revenue
 - Health
 - Insurance
 - Welfare
3. Department of Public Works, Parks and Public Property
 - Trash Collection
 - Recycling
 - Beach Maintenance
 - Street Maintenance
 - Mechanics
 - Parks Department
 - Traffic
 - Building Maintenance
 - Recreation Department
 - Water Department
 - Sewer Department
 - Planning Board
 - Boardwalk


KATHLEEN BREUSS, COMMISSIONER

FRED C. WAGER, COMMISSIONER

ERNEST TROIANO, JR., MAYOR

Resolution No. 182-5-03

Offered By WAGER

Seconded by BREUSS

Adopted MAY 20, 2003

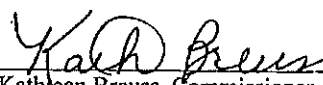
I, Patricia A. Rhodes, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 20th day of MAY, 2003, and in witness whereof I have hereunder set my hand and official seal on this date written.

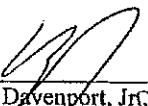

PATRICIA A. RHODES, CITY CLERK

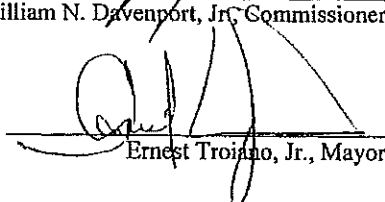
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that administrative oversight of the Department of Personnel/Purchasing is hereby transferred from the Commissioner of Public Safety to the Commissioner of Revenue & Finance.


Kathleen Breuss, Commissioner


William N. Davenport, Jr., Commissioner

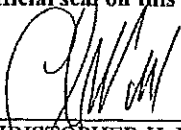

Ernest Troiano, Jr., Mayor

Resolution No. 460-12-06

Offered by: Breuss

Seconded by Davenport

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 13th day of December, 2006 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

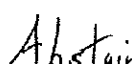
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

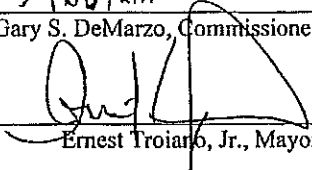
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Ernest Troiano, Jr. shall serve as the "President of the Board of Commissioners" (Mayor), and shall be the Commissioner of the "Department of Public Works, Parks & Public Property".



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



Ernest Troiano, Jr., Mayor

Resolution No. 226-5-07

Offered by: Davenport

Seconded by Troiano

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 17 day of May, 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

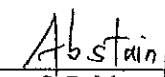
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

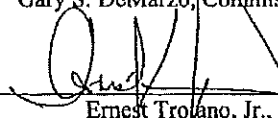
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that William N. Davenport, Jr. shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor), and shall be the Commissioner of the "Department of Public Affairs & Public Safety".



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



Ernest Troiano, Jr., Mayor

Resolution No. 227-5-07

Offered by: Troiano

Seconded by Davenport

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 15 day of May, 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

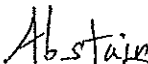
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

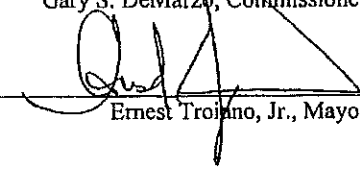
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Gary S. DeMarzo shall be the Commissioner of the "Department of Revenue & Finance".



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



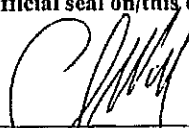
Ernest Troiano, Jr., Mayor

Resolution No. 228-5-07

Offered by: Davenport

Seconded by Troiano

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 15 day of May, 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, New Jersey, the Governing Body thereof, that the designated departments within the municipalities are as follows:

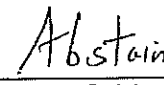
1. The Department of Public Affairs and Public Safety
2. The Department of Revenue and Finance
3. The Department of Public Works and Parks and Public Property

The Divisions within those departments are designated as follows:

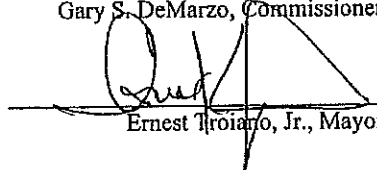
1. **Department of Public Affairs & Public Safety**
Police Department
City Solicitor
Municipal Court
Beach Patrol
Fire Department
Code Enforcement - Housing Inspectors
Purchasing & Personnel Office
Emergency Management
Traffic Safety
2. **Department of Revenue and Finance**
Accounts and Control (Treasurer)
Revenue Collection
Tax Assessor
City Clerk's Office
Parking Revenue
3. **Department of Public Works, Parks and Public Property**
Trash & Recycling Collection
City Engineer
Street, Beach & Boardwalk Maintenance
Mechanics
Parks Department
Traffic
Building Maintenance
Recreation Department
Water & Sewer Departments
Planning & Zoning Boards
Tourism & Special Events
Construction Office
Urban Enterprise Zone (UEZ)



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



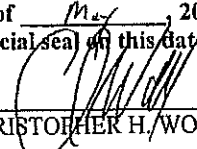
Ernest Troiano, Jr., Mayor

Resolution No. 229-5-07

Offered by: Troiano

Seconded by Davenport

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 15 day of May, 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.



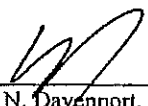
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

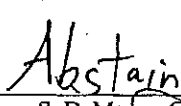
RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that the City of Wildwood Construction Office, currently under the Department of Public Works, Parks & Public Property, be transferred to be under the Department of Public Affairs and Public Safety.

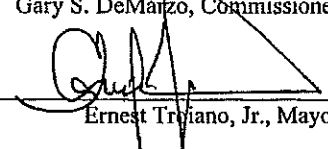
BE IT FURTHER RESOLVED that said transfer take effect immediately upon the passage of this resolution.



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



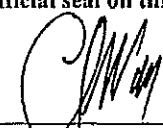
Ernest Triviano, Jr., Mayor

Resolution No. 378-9-07

Offered by: Davenport

Seconded by Triviano

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 13th day of September 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.

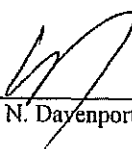


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

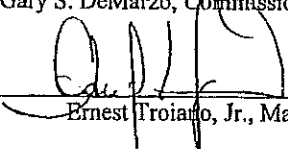
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that it is hereby clarified that the Office of Economic Development & Redevelopment is under the purview of the Commissioner of the Department of Public Works, Parks & Public Property. Be it further resolved that the office will hereafter be known as the Urban Enterprise Zone (UEZ)/ Economic Development & Redevelopment Office.



William N. Dayenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



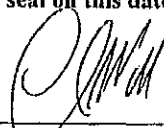
Ernest Troiano, Jr., Mayor

Resolution No. 476-12-07

Offered by: Dayenport

Seconded by DeMarzo

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 12 day of December 2007 and in witness whereof I have hereunder set my hand and official seal on this date written.



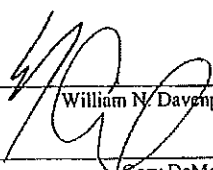
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

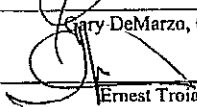
WHERE AS all issues involving the New Jersey Department of Personnel have now been resolved To permit the transfer of the Construction Office to the Department of Public Safety and Public Affairs, now;

THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, County of Cape May, New Jersey that control of the Construction Office be, and here by, is Transferred to the Department of Public Safety and Public Affairs as of January 1, 2009.

Resolution No. 2-1-09



William N. Davenport, Commissioner



Gary DeMarzo, Commissioner



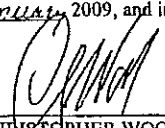
Ernest Troiano, Jr., Mayor

Offered By Troiano

Seconded By: Davenport

Adopted January 2, 2009

I, Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 2nd day of January, 2009, and in witness whereof I have hereunder set my hand and official seal on this date written.

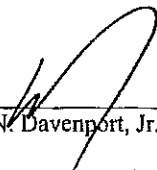


CHRISTOPHER WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that the Office of the City Clerk is hereby transferred from the Department of Revenue & Finance to the Department of Public Safety & Public Affairs.



William N. Davenport, Jr., Commissioner



Gary S. DeMarzo, Commissioner



Ernest Troiano, Jr., Mayor

Resolution No. 193-5-09

Offered by: Troiano

Seconded by Davenport

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 13th day of May, 2009 and in witness whereof I have hereunder set my hand and official seal on this date written.



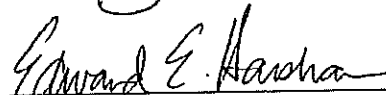
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Gary S. DeMarzo shall serve as the "President of the Board of Commissioners" (Mayor), and shall be the Commissioner of the "Department of Revenue & Finance".


Alexander J. Brannen, Commissioner


Edward E. Harshaw, Commissioner


Gary S. DeMarzo, Mayor

Resolution No. 438.12.09

Offered by: Harshaw

Seconded by: Brannen

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 14th day of December, 2009 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

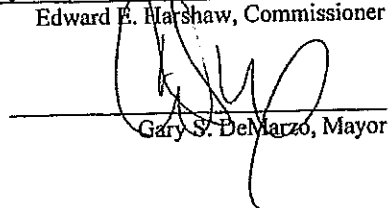
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Alexander J. Brannen shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor), and shall be the Commissioner of the "Department of Public Affairs & Public Safety".


Alexander J. Brannen, Commissioner


Edward E. Marshaw, Commissioner

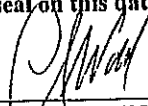

Gary S. DeMarzo, Mayor

Resolution No. 439-12-09

Offered by: DeMarzo

Seconded by Marshaw

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 14th day of December, 2009 and in witness whereof I have hereunder set my hand and official seal on this date written.

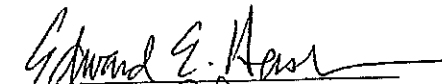

CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Edward E. Harshaw shall be the Commissioner of the "Department of Public Works, Parks and Public Property".


Alexander J. Brannen, Commissioner


Edward E. Harshaw, Commissioner


Gary S. DeMarzo, Mayor

Resolution No. 440-12-09

Offered by: DeMarzo

Seconded by Harshaw

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 14th day of December, 2009 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

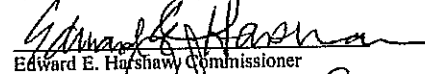
BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, New Jersey, the Governing Body thereof, that the designated departments within the municipalities are as follows:

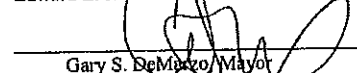
1. The Department of Public Affairs and Public Safety.
2. The Department of Revenue and Finance.
3. The Department of Public Works and Parks and Public Property.

The Divisions within those departments are designated as follows:

1. Department of Public Affairs and Public Safety
 - Police Department
 - Fire Department
 - Municipal Court
 - Judge
 - Beach Patrol
 - Code Enforcement
 - Emergency Management
 - Animal Control
 - Public Defender
 - Prosecutor
 - Tourism and Special Events
 - Environmental Commission
 - Radio Maintenance
2. Department of Revenue and Finance
 - Accounts and Control (Office of the Treasurer)
 - Tax Collection, Sewer Collection & Water Collection
 - Tax Assessment
 - Liquidation of Tax Liens
 - City Clerk
 - Municipal Administrator
 - City Solicitor
 - Insurance
 - Parking Meter Collection & Parking Enforcement
 - Traffic Markings
 - Urban Enterprise Zone (UEZ)
 - Purchasing & Personnel
 - Construction Office
 - Water Department & Sewer Department
 - Planning and Zoning
 - Recreation Department
 - City Engineer
3. Department of Public Works, Parks and Public Property
 - Director of public Works
 - Trash & Recycling Collection
 - Street, Beach & Boardwalk Maintenance
 - Comfort Station
 - Boardwalk & Mall Cleaning
 - Fleet Maintenance
 - Parks Department
 - Building Maintenance
 - Snow Removal
 - Tipping Fee's
 - Environmental Maintenance


Alexander J. Brannan, Commissioner


Edward E. Harshaw, Commissioner

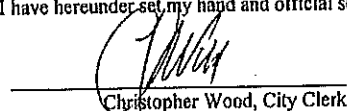

Gary S. DeMarzo, Mayor

Resolution No. 441-12-09

Offered By: DeMarzo Seconded By: Brannano

Adopted: December 14, 2009

I, Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 14th day of December, 2009, and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher Wood, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

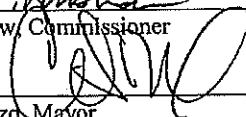
WHEREAS, Resolution 441-12-09 did not provide for the assignment of the Division of Redevelopment/Economic Development and such assignment is now proper.

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, in the County of Cape May and State of New Jersey, as follows:

1. The Division of Redevelopment/Economic Development is hereby assigned to the Department of Revenue and Finance.
2. The provisions of the Resolution shall take effect immediately.


Alexander Brannen, Commissioner


Edward Harshaw, Commissioner


Gary S. DeMarzo, Mayor

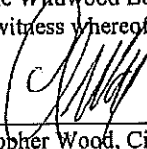
Resolution No. 18-1-2010

Offered by: Brannen

Seconded by: Harshaw

Adopted: January 13, 2010

I Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 13th day of January, 2010, and in witness whereof I have hereunder set my hand and official seal as of the this date.


Christopher Wood, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

"Designating Certain Departments"
(See attached)

YES

Alexander Brannen., Commissioner

YES

Edward E. Harshaw, Sr., Commissioner

YES

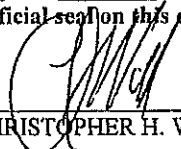
Gary S. DeMarzo, Mayor

Resolution No.: 68-2-10

Offered by: Brannen

Seconded by: Harshaw

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 24th day of February, 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

DEPARTMENT OF PUBLIC AFFAIRS & PUBLIC SAFETY

Commissioner of Public Safety	005	
Police Department		
Full-Time Police	031	
Clerical Police		032
Seasonal Police	033	
Fire Department		
Full Time Fire Fighters		041
Seasonal Fighter Fighters	042	
Volunteer Fire Fighters	045	
Municipal Court	505	
Beach Patrol		035
Fire Prevention Code		048
Emergency Management		038
Animal Control	081	
Public Defender	507	
Prosecutor	007	
Tourism	072	
Special Events		028
Environmental Commission		020
Housing (Property) Inspectors	317	

DEPARTMENT OF REVENUE & FINANCE

Commissioner of Revenue & Finance		105
Accounts and Control		115
Revenue Collection	135	
Tax Assessment		125
Liquidation of Tax Liens		118
City Clerk	111	
Election		112
Municipal Administrator	106	
Department of Law-Directors Office		108
Insurance	165	
Parking Meter		147
Traffic Marking		139
Urban Enterprise Zone		192
Redevelopment Agency		168
Economic Development		169
Land Use Administration	171	
Engineering Fees	117	
Construction Office	FUND 11	
Central Purchasing & Personnel		145
Utilities	322	
	325	
	327	
Water Department	FUND3&4	
Sewer Department	FUND5&6	
Recreation	132	
Audit Services		116
Relocation Assistance		191
Collection of Taxes	109	

DEPARTMENT OF PUBLIC WORKS, PARKS AND PUBLIC PROPERTY

Commissioner of Public Works	205	
Director of Public Works	215	
Trash	265	
Recycling Collection		264
Street Maintenance	233	
Seasonal Comfort Station	241	
Seasonal Boardwalk & Mall Cleaning		243
Fleet Maintenance	255	
Parks Department	231	
Building Maintenance		222
Snow Removal		234
Tipping Fee's	267	
Environmental Maintenance		245
Boardwalk & Facility Construction		225

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

RESOLUTION DESIGNATING COMMISSIONER OF
REVENUE & FINANCE

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, that Edward E. Harshaw shall be the Commissioner of the "Department of Revenue & Finance."

BE IT FURTHER RESOLVED, this Resolution will become effective August 16, 2010.

NO

Alexander J. Brannen, Commissioner

Yes

Edward E. Harshaw, Sr., Commissioner

Yes

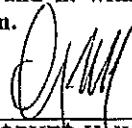
Gary S. DeMarzo, Mayor

Resolution No. 321-8-10

Offered by DeMarzo

Seconded by Harshaw

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 11 day of Aug 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

RESOLUTION DESIGNATING COMMISSIONER OF
PUBLIC AFFAIRS AND PUBLIC SAFETY

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, that Gary S. DeMarzo shall serve as the "President of the Board of Commissioners" (Mayor) and shall be the Commissioner of the "Department of Public Affairs and Public Safety."

BE IT FURTHER RESOLVED, this Resolution will become effective August 16, 2010.

NO

Alexander J. Brannen, Commissioner

Yes

Edward E. Harshaw, Sr., Commissioner

Yes

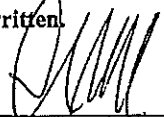
Gary S. DeMarzo., Mayor

Resolution No. 322-8-10

Offered by DeMarzo

Seconded by Harshaw

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 11 day of Aug 2010, and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

RESOLUTION DESIGNATING COMMISSIONER OF
PUBLIC WORKS, PARKS AND PUBLIC PROPERTY

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, that Alexander J. Brannen shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor) and shall be the Commissioner of the "Department of Public Works, Parks and Public Property."

BE IT FURTHER RESOLVED, this Resolution will become effective August 16, 2010.

NO

Alexander J. Brannen, Commissioner

Yes

Edward E. Harshaw, Sr., Commissioner

Yes

Gary S. DeMarzo., Mayor

Resolution No. 323-8-10

Offered by DeMarzo

Seconded by Harshaw

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 11 day of Aug 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

Resolution Designating Certain Departments

BE IT RESOLVED, the Mayor and Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, the Governing Body, thereof, that the designated departments within the municipality are as follows:

1. The Department of Public Affairs and Public Safety
2. The Department of Revenue and Finance
3. The Department of Public Works and Parks and Public Property

The Divisions within those departments are designated as follows:

1. **Department of Public Affairs and Public Safety**
Police Department
Fire Department
Municipal Court
Beach Patrol
Fire Prevention Code
Emergency Management
Animal Control
Public Defender
Prosecutor
Environmental Commission
Housing (Property) Inspectors
Parking Meter
Traffic Marking
Department of Law-Directors Office
Construction Office
Urban Enterprise Zone
Redevelopment Agency
Economic Development
Land Use Administration
Engineering Fees
2. **Department of Revenue and Finance**
Collection of Taxes
Accounts and Control
Revenue Collection
Tax Assessment
Liquidation of Tax Liens
City Clerk
Municipal Administrator
Insurance
Central Purchasing & Personnel
Recreation
Audit Services
Relocation Assistance
Water Department
Sewer Department
3. **Department of Public Works and Parks and Public Property**
Director of Public Works
Trash
Recycling Collection
Street Maintenance
Seasonal Comfort Station

Seasonal Boardwalk & Mall Cleaning
Fleet Maintenance
Parks Department
Building Maintenance
Snow Removal
Tipping Fee's
Environmental Maintenance
Boardwalk & Facility Construction
Tourism
Special Events

No
Alexander J. Brannen, Commissioner

Yes
Edward E. Harshaw, Sr., Commissioner

Yes
Gary S. DeMarzo, Mayor

Resolution No. 324-8-10

Offered by DeMarzo

Seconded by Harshaw

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 11 day of Aug 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

**RESOLUTION DESIGNATING PRESIDENT
OF THE BOARD OF COMMISSIONERS (MAYOR)**

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that Alexander J. Brannen shall serve as the "President of the Board of Commissioners" (Mayor).

BE IT FURTHER RESOLVED, this Resolution will become effective December 14, 2010.

yes

Alexander J. Brannen, Commissioner

yes

Edward E. Harshaw, Sr., Commissioner

yes

Gary S. DeMarzo., Mayor

Resolution No. 336-8-10A

Offered by Brannen

Seconded by Harshaw

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 25th day of Aug 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.

CH
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

**RESOLUTION DESIGNATING VICE PRESIDENT
OF THE BOARD OF COMMISSIONERS (DEPUTY MAYOR)**

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that Edward E. Harshaw shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor).

BE IT FURTHER RESOLVED, this Resolution will become effective December 14, 2010.

yes
Alexander J. Brannen, Commissioner

yes
Edward E. Harshaw, Sr., Commissioner

yes
Gary S. DeMarzo., Mayor

Resolution No. 336-8-10B

Offered by DeMarzo

Seconded by Brannen

I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held on the 25 day of Aug, 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.

CH
CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that the following Resolution, adopted on August 25, 2010, be and is hereby rescinded:

<u>RES. #</u>	<u>DESCRIPTION</u>
336-8-10A	Designating Alexander J. Brannen as the President of the Board of Commissioners (Mayor) effective December 14, 2010.

No

Alexander J. Brannen, Commissioner

Yes

Edward E. Harshaw, Sr., Commissioner

Yes

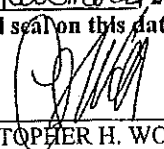
Gary S. DeMarzo, Jr., Mayor

Resolution No. 442-11-10

Offered by: Harshaw

Seconded by DeMarzo

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 23 day of November, 2010 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

WHEREAS, in order to more effectively manage the City and as a result of retirements and other changes the Human Resources and Purchasing Department should now be separated into separate offices.

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, in the County of Cape May and State of New Jersey, as follows:

1. The Office of Human Resources is hereby created and assigned to the Department of Revenue and Finance.
2. The Office of Purchasing is hereby created assigned to the Department of Revenue and Finance.
3. No additional hiring or staff is authorized by this resolution.
4. The provisions of the Resolution shall take effect immediately.

yes
Alexander Brannen, Commissioner

yes
Edward Harshaw, Commissioner

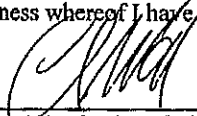
yes
Gary S. DeMarzo, Mayor

Resolution No. 33-1-11

Offered by: DeMarzo Seconded by: Harshaw

Adopted: January 26, 2011

I Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 26 day of January, 2011, and in witness whereof I have hereunder set my hand and official seal as of the this date.



Christopher Wood, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

**RESOLUTION AMENDING THE CREATION OF
THE OFFICE OF HUMAN RESOURCES AND THE OFFICE OF PURCHASING**

WHEREAS, the Board of Commissioners passed Resolution No. 33-1-11 on January 26, 2011, separating the Human Resources and Purchasing Department and creating the Office of Human Resources and the Office of Purchasing effective immediately; and

WHEREAS, Resolution No. 33-1-11 should be amended to correctly refer to the Human Resources and Purchasing Department as the Division of Central Purchasing and Personnel; and

WHEREAS, the creation of the Office of Human Resources and the Office of Purchasing should have been effective January 1, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that Resolution No. 33-1-11 is hereby amended to create the Office of Human Resources and the Office of Purchasing effective January 1, 2011.

Yes
Alexander J. Brannen, Commissioner

Yes
Edward E. Harshaw, Sr., Commissioner

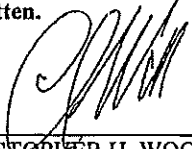
Yes
Gary S. DeMarzo., Mayor

Resolution No. 56 2-11

Offered by DeMarzo

Seconded by Harshaw

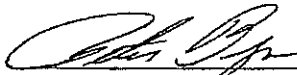
I, Christopher J. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners held on the 9th day of February 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

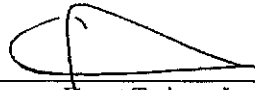
BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Ernest Troiano, Jr. shall serve as the "President of the Board of Commissioners" (Mayor), and shall be the Commissioner of the "Department of Public Works and Public Property".



Peter Byron, Commissioner



Anthony Leonetti, Commissioner



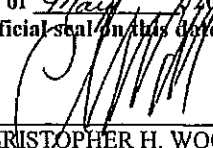
Ernest Troiano, Jr., Mayor

Resolution No. 155-5-11

Offered by: Byron

Seconded by Leonetti

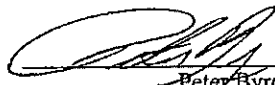
I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 17th day of May, 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.

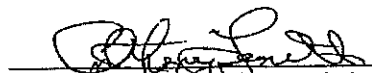

CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Peter Byron shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor), and shall be the Commissioner of the "Department of Revenue and Finance".


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

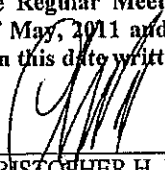

Ernest Troiano, Jr., Mayor

Resolution No. 156-5-11

Offered by: Leonetti

Seconded by Troiano

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 17th day of May, 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that Anthony Leonetti shall be the Commissioner of the "Department of Public Affairs and Public Safety".


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

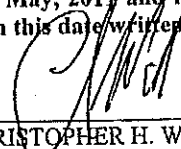

Ernest Troiano, Jr., Mayor

Resolution No. 1575-11

Offered by: Troiano

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 17th day of May, 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

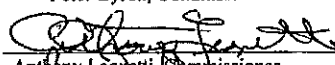
CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, New Jersey, the Governing Body thereof, that the designated departments within the municipalities are as follows:

1. The Department of Public Affairs and Public Safety.
2. The Department of Revenue and Finance.
3. The Department of Public Works and Parks and Public Property.

The Divisions within those departments are designated as follows:

1. **Department of Public Affairs and Public Safety**
Police Department
Fire Department
Municipal Court
Beach Patrol
Fire Prevention Code
Emergency Management
Animal Control
Public Defender
Prosecutor
Environmental Commission
Housing (Property) Inspectors
Parking Meter
Traffic Marking
Department of Law-Directors Office
Construction Office
Urban Enterprises Zone
Redevelopment Agency
Economic Development
Land Use Administration
Engineering Fees
2. **Department of Revenue and Finance**
Collection of Taxes
Accounts and Control
Revenue Collection
Tax Assessment
Liquidation of Tax Liens
City Clerk
Municipal Administrator
Insurance
Central Purchasing & Personnel
Recreation
Audit Services
Relocation Assistance
Water Department
Sewer Department
3. **Department of Public Works, Parks and Public Property**
Director of Public Works
Trash
Recycling Collection
Street Maintenance
Seasonal Comfort Station
Seasonal Boardwalk & Mall Cleaning
Fleet Maintenance
Parks Department
Building Maintenance
Snow Removal


Peter Byrnes, Commissioner

Anthony Leonetti, Commissioner

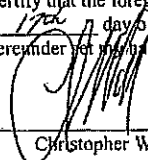
Ernest Troiano, Jr., Mayor

Resolution No. 158-5-11

Offered By: Troiano Seconded By: Leonetti

Adopted: May 17, 2011

I, Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 17th day of May, 2011, and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher Wood, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

Resolution Designating Certain Departments

BE IT RESOLVED, the Mayor and Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, the Governing Body, thereof, that the designated departments within the municipality are as follows:

1. The Department of Public Affairs and Public Safety
2. The Department of Revenue and Finance
3. The Department of Public Works and Parks and Public Property

The Divisions within those departments are designated as follows:

1. Department of Public Affairs and Public Safety
 - Police Department
 - Fire Department
 - Municipal Court
 - Beach Patrol
 - Fire Prevention Code
 - Emergency Management
 - Animal Control
 - Public Defender
 - Prosecutor
 - Environmental Commission
 - Housing (Property) Inspectors
 - Parking Meter
 - Traffic Marking
 - Department of Law-Directors Office
 - Construction Office
2. Department of Revenue and Finance
 - Collection of Taxes
 - Accounts and Control
 - Revenue Collection
 - Tax Assessment
 - Liquidation of Tax Liens
 - City Clerk
 - Municipal Administrator
 - Insurance
 - Central Purchasing
 - Human Resource (Personnel)
 - Audit Services
 - Relocation Assistance
3. Department of Public Works and Parks and Public Property
 - Director of Public Works
 - Trash
 - Recycling Collection
 - Street Maintenance
 - Seasonal Comfort Station
 - Seasonal Boardwalk & Mall Cleaning
 - Fleet Maintenance
 - Parks Department
 - Building Maintenance
 - Snow Removal
 - Tipping Fee's
 - Environmental Maintenance
 - Boardwalk & Facility Construction
 - Tourism
 - Special Events
 - Urban Enterprise Zone
 - Redevelopment Agency
 - Economic Development
 - Land Use Administration
 - Recreation
 - Water Department
 - Sewer Department
 - Engineer


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

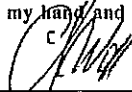

Ernest Troiano, Jr., Mayor

Resolution No. 282-7-11

Offered by: Leonetti

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 15 day of July, 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

WHEREAS, the City of Wildwood hired a full-time Human Resources Director in April, 2011, and;

WHEREAS, said Human Resources Director, Kimberley Hodsdon, submitted her resignation to the Wildwood Board of Commissioners, effective September 23, 2011, and;

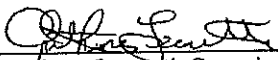
WHEREAS, due to financial constraints, the Board has elected not to replace the outgoing Human Resources Director position, and;

WHEREAS, the Treasurer's Office, headed by Chief Financial Officer Jeanette Powers, has agreed to accept responsibility for the complete operations of the Human Resources office, and;

WHEREAS, both the Human Resources and Treasury Offices come under the Department of Revenue and Finance, led by Commissioner Pete Byron.

NOW, THEREFORE be it resolved by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey, that the Human Resources Department shall be combined with the Treasurer's Office, headed by Jeanette Powers, effective immediately, as per the directive of Commissioner Byron.


Peter Byron, Commissioner


Anthony Leonetti, Commissioner


Ernie Troiano, Jr., Mayor

Resolution No. 402-9-11

Offered by: Leonetti

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 28th day of September, 2011 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

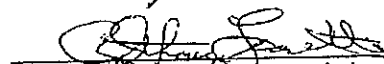
RESOLUTION

WHEREAS, on July 15, 2011, Resolution No. 282-7-11 the Board of Commissioners approved the designated departments within the municipality; and

WHEREAS, the Board of Commissioners agreed to transfer Land Use Administration from the Department of Public Works and Parks and Public Property to the Department of Public Affairs and Public Safety.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that they hereby authorizing the transfer of Land Use Administration from the Department of Public Works and Parks and Public Property to the Department of Public Affairs and Public Safety.


Peter Byron, Commissioner


Anthony Legnetti, Commissioner

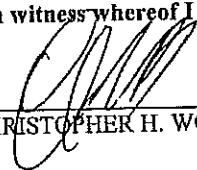
Troiano - NO
Ernest Troiano, Jr., Mayor

Resolution No. 202-5-12

Offered by: Legnetti

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 2nd day of May, 2012 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

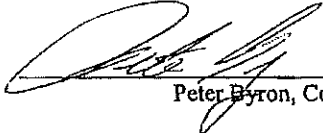
CITY OF WILDWOOD
Cape May County, New Jersey

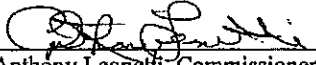
RESOLUTION

WHEREAS, on July 15, 2011, Resolution No. 282-7-11 was passed by the Board of Commissioners that approved the designation of Departments within the municipality, and;

WHEREAS, the Board of Commissioners has agreed to transfer the departments of Redevelopment Agency/Economic Development and Urban Enterprise Zone (UEZ) from the Department of Public Works and Public Property to the Department of Revenue and Finance.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey that it hereby authorizes the transfer of the departments of Redevelopment Agency/Economic Development and UEZ from the Department of Public Works and Public Property to the Department of Revenue and Finance.


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

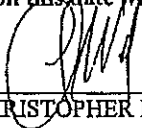
NO
Ernie Troiano, Jr., Mayor

Resolution No. 203-5-12

Offered by: Byron

Seconded by: Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 2nd day of May, 2012 and in witness whereof I have hereunder set my hand and official seal on this date written.

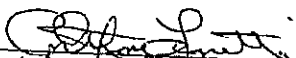

CHRISTOPHER H. WOOD, CITY CLERK

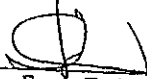
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, and State of New Jersey that they hereby authorize the transfer of Planning & Zoning from the Department of Public Safety to the Department of Public Works & Public Property.


Peter Byron, Commissioner


Anthony Leonetti, Commissioner


Ernest Troiano, Jr., Mayor

Resolution No. 278-7-12

Offered by: Leonetti

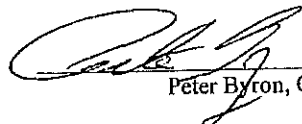
Seconded by Byron

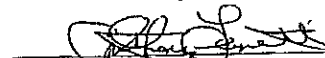
I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 11th day of July, 2012 and in witness whereof I have hereunder set my hand and official seal on this date written.

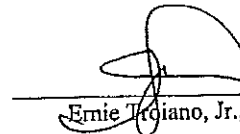

CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey that there is hereby created an "Office of Beach Services" in the Department of Revenue and Finance.


Peter Byron, Commissioner


Anthony Leonetti, Commissioner


Ernie Troiano, Jr., Mayor

Resolution No. 232-6 13

Offered by: Leonetti

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 17th day of June, 2013 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

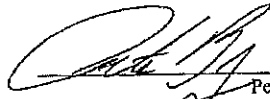
WHEREAS, in accordance with City Ordinance 1A-5.2, the Board of Commissioners may alter the organization of municipal offices and divisions by reallocating same among departments;

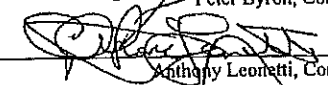
WHEREAS, the Board of Commissioners desires the City Construction Office fall within the Department of Parks, Public Property and Public Works;

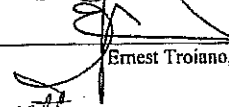
WHEREAS, the Board of Commissioners desires the Office of Property Inspection fall within the Department of Parks, Public Property and Public Works;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: The City Construction Office and the Property Inspection Office shall heretofore fall within the Department of Parks, Public Property, and Public Works.

Resolution No. 366-10 13



Peter Byron, Commissioner


Anthony Leonetti, Commissioner


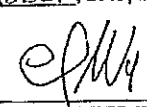
Ernest Troiano, Jr., Mayor

Offered By Byron

Seconded By: Leonetti

Adopted October 23, 2013

I, Christopher Wood, City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 23 day of October, 2013, and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER WOOD, CITY CLERK

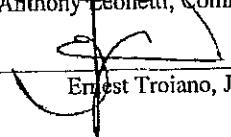
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May and State of New Jersey, that Ernest Troiano, Jr. shall serve as the "President of the Board of Commissioners" (Mayor), and shall be the Commissioner of the "Department of Public Works and Public Property".



Peter Byron, Commissioner


Anthony Leonetti, Commissioner


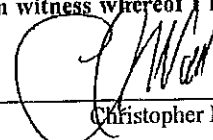
Ernest Troiano, Jr., Mayor

Resolution No. 1-1-16

Offered by: Byron

Seconded by Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 5th day of January, 2016 and in witness whereof I have hereunder set my hand and official seal on this date written.

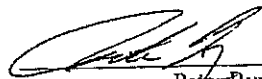


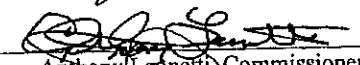
Christopher H. Wood, City Clerk

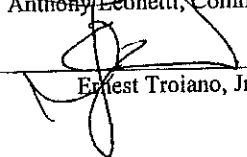
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May and State of New Jersey, that Peter Byron shall serve as the "Vice President of the Board of Commissioners" (Deputy Mayor), and shall be the Commissioner of the "Department of Revenue and Finance".


Peter Byron, Commissioner


Anthony Leonetti, Commissioner


Ernest Troiano, Jr., Mayor

Resolution No. 2-1-16

Offered by: Troiano

Seconded by Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 5th day of January, 2016 and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher H. Wood, City Clerk

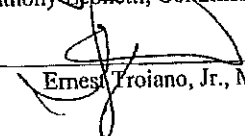
CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May and State of New Jersey, that Anthony Leonetti shall be the Commissioner of the "Department of Public Affairs and Public Safety".


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

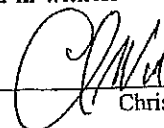

Ernest Troiano, Jr., Mayor

Resolution No. 31-16

Offered by: Troiano

Seconded by Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 5th day of January, 2016 and in witness whereof I have hereunder set my hand and official seal on this date written.


Christopher H. Wood, City Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

RESOLUTION

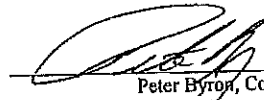
Resolution Designating Certain Departments

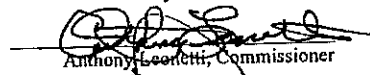
BE IT RESOLVED, the Mayor and Commissioners of the City of Wildwood, County of Cape May, State of New Jersey, the Governing Body thereof, that the designated departments within the municipality are as follows:

1. The Department of Public Affairs and Public Safety
2. The Department of Revenue and Finance
3. The Department of Public Works and Parks and Public Property

The Divisions within those departments are designated as follows:

1. **Department of Public Affairs and Public Safety**
 - Police Department
 - Fire Department
 - Municipal Court, including Judge, Prosecutor, Public Defender
 - Beach Patrol
 - Fire Prevention Code
 - Emergency Management
 - Animal Control
 - Housing Inspections
 - Parking Meter
 - Traffic Marking
 - Department of Law/Solicitor
2. **Department of Revenue and Finance**
 - Collection of Taxes
 - Accounts and Control
 - Revenue Collection
 - Tax Assessment
 - Liquidation of Tax Liens
 - City Clerk
 - Insurance
 - Central Purchasing
 - Human Resources
 - Audit Services
 - Relocation Assistance
 - Beach Services
 - Redevelopment
 - Economic Development
 - Municipal Administrator
3. **Department of Public Works and Parks and Public Property**
 - Public Works
 - Trash/Recycling/Tipping Fee
 - Street Maintenance
 - Seasonal Comfort Station
 - Boardwalk & Mall Cleaning
 - Boardwalk & Mall Construction and Maintenance
 - Fleet Maintenance
 - Building Maintenance
 - Snow Removal
 - Environmental Maintenance
 - Tourism
 - Special Events
 - Zoning Office
 - Water Department
 - Sewer Department
 - Property Inspections
 - Engineer
 - Recreation and Parks
 - Urban Enterprise Zone


Peter Byron, Commissioner


Anthony Leonetti, Commissioner

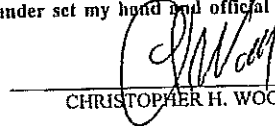

Ernest Troiano, Jr., Mayor

Resolution No. 4-1-16

Offered by: Troiano

Seconded by Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 5th day of January, 2016 and in witness whereof I have hereunder set my hand and official seal on this date written.


CHRISTOPHER H. WOOD, CITY CLERK

CITY OF WILDWOOD
Cape May County, New Jersey

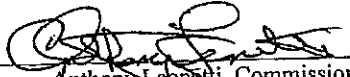
RESOLUTION

BE IT RESOLVED by the Board of Commissioners of the City of Wildwood, Cape May County, State of New Jersey that the realignment of the following offices is hereby authorized:

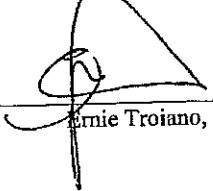
- Offices of Beach Services, Redevelopment, and Economic Development are hereby transferred from the Department of Revenue and Finance (Commissioner Byron) to the Department of Public Works & Public Property (Mayor Troiano);
- Office of the Administrator is hereby transferred from the Department of Revenue and Finance (Commissioner Byron) to the Department of Public Safety and Public Affairs (Commissioner Leonetti).

NO

Peter Byron, Commissioner



Anthony Leonetti, Commissioner



Ernie Troiano, Jr., Mayor

Resolution No. 230-5-18

Offered by: Leonetti

Seconded by Troiano

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 29th day of May, 2018 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

Jeanette J. Powers

From: Jeanette J. Powers
Sent: Tuesday, June 26, 2018 10:52 AM
To: 'Ernest Troiano Jr.'; 'Peter Byron'; 'Anthony Leonetti'
Cc: 'Kennedy, Robert'; 'Christopher J. Fox'; 'Harvey Cocozza'
Subject: RE: 2018 Budget Review / Budget Adoption

Gentlemen:

According to the email below from the State, the 2018 Introduced Budget of the City of Wildwood is ready for adoption on Wednesday, June 27th after the Public Hearing.

Sincerely,

Jeanette

Jeanette J. Powers, CPA, RMA
Chief Financial Officer
City of Wildwood
4400 New Jersey Avenue
Wildwood, NJ 08260

Phone: 609-846-2013
Fax: 609-522-6905

Email: jpowers@wildwoodnj.org

From: Kennedy, Robert <Robert.Kennedy@dca.nj.gov>
Sent: Tuesday, June 26, 2018 10:45 AM
To: Jeanette J. Powers <jpowers@wildwoodnj.org>
Subject: 2018 Budget Review

Jeanette, thank you for clearing the review notes. The City of Wildwood, 2018 introduced Budget, is hereby DLGS approved for the budget adoption meeting.

Thank you,

Robert Kennedy, CMFO, Auditor
Department of Community Affairs
Division of Local Government Services
Bureau of Financial & Authority Regulations
101 S. Broad St.
P.O. Box 800
Trenton, NJ 08625
Email: Robert.Kennedy@dca.nj.gov
Phone (609) 984-1906
Fax (609) 984-7388

Mary Bittner

From: Mary Bittner
Sent: Monday, August 13, 2018 11:55 AM
To: 'Leibman, Alain'
Subject: RE: Letter to Byron's counsel

That works.

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [mailto:ALeibman@foxrothschild.com]
Sent: Monday, August 13, 2018 10:10 AM
To: Mary Bittner
Subject: RE: Letter to Byron's counsel

Mary,

How's 2:30 this afternoon for a call?

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Friday, August 10, 2018 5:25 PM
To: Leibman, Alain <ALeibman@foxrothschild.com>; Chris Fox <cfox@wildwoodnj.org>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Letter to Byron's counsel

Can we discuss on the phone before you send me anything? I'll be in all day Monday.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Friday, August 10, 2018 3:38 PM
To: Mary Bittner; Chris Fox
Cc: Henkel, A. William
Subject: RE: Letter to Byron's counsel

Thank you, Mary. I'll have to you sometime late on Monday afternoon a draft certification for your review/revision.

Enjoy the weekend, and I hope it's a busy and safe one for all in Wildwood.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Friday, August 10, 2018 3:35 PM
To: Leibman, Alain <ALEibman@foxrothschild.com>; Chris Fox <cfox@wildwoodnj.org>
Cc: Henkel, A. William <ahenkel@foxrothschild.com>
Subject: [EXT] RE: Letter to Byron's counsel

Alain:

Attached please find an email pertaining to the budget and documents from the Clerk's Office which are resolutions pertaining to department assignments and should be in date order.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALEibman@foxrothschild.com>]
Sent: Friday, August 10, 2018 3:11 PM
To: Mary Bittner; Chris Fox
Cc: Henkel, A. William
Subject: Letter to Byron's counsel

Mary and Chris,

Please find attached a copy of my letter today to Mary Lenti, Byron's non-responsive attorney. Chris – please share with the Mayor and Comm'r Leonetti.

Also, Chris, please attend when you can to my email of earlier today. I'm looking for the documents referenced there, as City records for attachment to Mary's factually-neutral certification, which I've started drafting.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax

ALeibman@foxrothschild.com
www.foxrothschild.com

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Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Wednesday, August 15, 2018 9:56 AM
To: Mary Bittner
Subject: Call today?

Mary,

We should discuss a document which I sent to Chris Fox yesterday. Are you free any time this afternoon? I'm in court in Newark this morning.

Alain Leibman
Sent from my iPhone

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Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Wednesday, September 26, 2018 3:16 PM
To: Mary Bittner
Subject: RE: Pay to play certification

Thanks.

Alain Leibman

Partner

Fox Rothschild LLP

Princeton Pike Corporate Center

997 Lenox Drive, Building 3

Lawrenceville, NJ 08648-2311

(609) 895-6743 - direct

(609) 896-1469- fax

ALeibman@foxrothschild.com

www.foxrothschild.com

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Wednesday, September 26, 2018 3:15 PM
To: Leibman, Alain <ALeibman@foxrothschild.com>
Subject: [EXT] RE: Pay to play certification

Alain:

I am advised by the purchasing department the attached was emailed to bbello@foxrothschild.com on September 17. Thank you for following up on this.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Leibman, Alain [<mailto:ALeibman@foxrothschild.com>]
Sent: Wednesday, September 26, 2018 3:08 PM
To: Mary Bittner
Subject: Pay to play certification

Mary,

Our General Counsel's office contacted me about complying with Wildwood's pay-to-play negative affirmation requirement as to political contributions for vendor transactions above \$17,500 (as our first invoice was above that sum). I cannot find an email from you concerning that issue or attaching a form of certification. (I did earlier sign a certification as to the correctness of our invoice). Would you be kind enough to re-send any earlier instructions which you provided or send over in the first instance the form of certification which the City uses in such matters? Thanks.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

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Laurie Schuyler
Assistant Buyer

THE CITY OF WILDWOOD
4400 NEW JERSEY AVENUE
DEPARTMENT OF REVENUE AND FINANCE
DIVISION OF PURCHASING
WILDWOOD, NEW JERSEY 08260
(609) 846-2002
fax(609) 846-2086

September 17, 2018

Fox Rothschild LLP
Princeton Pike Corp. Ctr.
997 Lenox Drive Bldg. #3
Lawrenceville, NJ 08648

To Whom It May Concern:

I have enclosed a "**Pay to Play**" form it is imperative that you fill it in, notarized it and return it to me.

We must have it on file for the State to review for any vendors that receive more than \$17,500 from the City of Wildwood.

Thank you in advance for your immediate cooperation.

Regards,

Laurie A. Schuyler
Assistant Buyer

Enclosure: (2)



City of Wildwood Purchasing Department
Municipal Building
4400 New Jersey Avenue
Wildwood, NJ 08260
(609) 846-2002 Telephone
(609) 846-2086 Fax
County of Cape May

**Business Entity Disclosure Certification
For Non-Fair and Open Contracts
Required Pursuant To N.J.S.A. 19:44A-20.8**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.2004, c. 19 would bar the award of this contract in the one year period preceding the date of the award of this contract to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Wildwood as defined pursuant to N.J.S.A. 19:44A-3(p) and ®.

Ernest Troiano, Jr.
Peter Byron
Anthony Leonetti

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity _____

Signed: _____ Title _____

Print Name _____ Date _____

Address _____ Telephone _____

City, State, Zip _____ Fax _____

Subscribed and sworn before me this ____ day of _____, 2018

My Commission expires: _____

Affiant _____

Business Entity Disclosure Certification
Required Pursuant to N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain Contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be contributions by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; "interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by a least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection:...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65(C.19:44A-7.2)

Mary Bittner

From: Leibman, Alain <ALeibman@foxrothschild.com>
Sent: Thursday, August 02, 2018 3:54 PM
To: Mary Bittner
Subject: Byron v. Troiano
Attachments: MyScan-C1.PDF

Mary,

Good afternoon. I'm pleased to advise that we have cleared conflicts, and so are good to go as your outside counsel. I've enclosed an engagement letter for this matter, for execution and adoption by the governing body next week.

The terms of the engagement reflect a substantial discount in our normal rates: mine is reduced from \$630 per hour to \$550, and the associate's from \$330 to \$300. As my prior emails suggest, the more you are able to assist with pulling together relevant documents and the like, the more advantageous for the City, and I welcome that expert and collegial assistance. Please let me know if you have any questions and thank you for asking us to assist.

Alain Leibman
Partner
Fox Rothschild LLP
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
(609) 895-6743 - direct
(609) 896-1469- fax
ALeibman@foxrothschild.com
www.foxrothschild.com

This email contains information that may be confidential and/or privileged. If you are not the intended recipient, or the employee or agent authorized to receive for the intended recipient, you may not copy, disclose or use any contents in this email. If you have received this email in error, please immediately notify the sender at Fox Rothschild LLP by replying to this email and delete the original and reply emails. Thank you.



Mail: P.O. Box 5231, Princeton, NJ 08543-5231
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
T: 609.896.3600 F: 609.896.1469
www.foxrothschild.com

Alain Leibman
Email Address: ALeibman@FoxRothschild.com
Direct Dial: 609-895-6743

August 1, 2018

Mary D'arcy Bittner, Solicitor
4400 New Jersey Avenue
Wildwood, NJ 08260

Re: Fox Rothschild LLP Engagement Letter

Dear Solicitor Bittner:

This letter will confirm that Christopher Fox, Anthony Leonetti, and Ernest Troiano, Jr. ("Client", "You", or "Your") have retained Fox Rothschild LLP ("Firm") to represent Client in connection with the matter described below. The Engagement Letter ("Letter"), along with the attached Standard Terms of Engagement ("Standard Terms"), comprise the Engagement Agreement ("Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1.)

Scope of Work. Client has engaged the Firm to provide the following services: Defense of action captioned Byron v. Troiano, et als., Chancery Division, Cape May County ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only clients in the Engagement are the parties identified as Client in the first paragraph of this Letter. Each of you could choose to be represented by separate counsel in the Engagement. However, you recognize that there are considerations of cost as well as strategic advantages for each of you in joint representation.

Shared Information. You agree that there will be complete and free disclosure of all

A Pennsylvania Limited Liability Partnership

California	Colorado	Connecticut	Delaware	District of Columbia	Florida	Illinois
Minnesota	Nevada	New Jersey	New York	Pennsylvania	Texas	Washington

OPRA648



August 1, 2018

Page 2

information between or among you that the Firm receives from any of you in the course of the Engagement and that such information will not be confidential between or among you.

Withdrawal By Client. Any of you may withdraw from the joint representation (“Withdrawing Client”) upon written notice to the Firm. You acknowledge and agree, however, that: (1) Withdrawing Client will be responsible for the Firm’s Invoices incurred to, and including, the date on which notice is received by the Firm; (2) Withdrawing Client will remain responsible for retaining and paying for separate legal representation; (3) the Firm may continue to represent those of you who have not withdrawn from the Engagement, pursuant to the terms of the Agreement; and (4) the Firm may use any information that Withdrawing Client disclosed to the Firm against Withdrawing Client in the Engagement and may take positions adverse to the interests of Withdrawing Client in the Engagement or in any current or subsequent action or proceeding.

Disagreements. You acknowledge that, despite your current consensus on all material issues, disagreements and other differences may arise between and among you in the future. If you cannot resolve your differences and those differences would materially limit the Firm’s ability to provide competent representation to all of you in the Engagement, you agree that, at the Firm’s discretion, the Firm may withdraw from the representation of any of you as to whom there is a conflict with others (“Conflicted Client”) and may continue to represent the others of you and that, the Firm may use any information that Conflicted Client disclosed to the Firm against Conflicted Client in the Engagement and may take positions adverse to the interests of Conflicted Client in the Engagement or in any subsequent action or proceeding. Conflicted Client agrees that Conflicted Client will remain responsible for retaining and paying for separate legal representation.

Representation in Unrelated Matters. You agree that none of you will use the Firm’s joint representation of any, or all, of you in the Engagement as a basis for seeking to disqualify the Firm from representing any of you in current or future unrelated matters.

Independent Counsel. You acknowledge that each of you has been advised to consult with independent legal counsel concerning the terms of the Engagement and this joint representation.

Fees and Billing. The Firm’s minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm’s billing professionals and other personnel are assigned an hourly rate that reflects that person’s experience, skills, reputation, and ability, as well as prevailing market demand. The Firm’s billing



August 1, 2018

Page 3

rates currently range from \$210 to \$920 per hour for lawyers and from \$140 to \$425 per hour for paralegals. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:

Alain Leibman (\$550)
A. William Henkel (\$300)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions concerning the staffing of the Engagement, please contact me immediately. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

August 1, 2018

Page 4

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client. Unless otherwise stated herein, You agree that each of You shall be jointly and severally liable for payment of the Invoices and that the Firm may look to one or both of You for payment of same.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the Engagement another client will have a transaction with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of the Engagement, to the Client's material disadvantage in connection with any matter in which the Firm is adverse to the Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol,



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

August 1, 2018

Page 5

which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will re-send those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge Client's acceptance to the terms in the Agreement and receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Sincerely,

Alain Leibman
For Fox Rothschild LLP

AL:bc
Enclosure



August 1, 2018
Page 6

The undersigned hereby accept(s) and agree(s) to the terms of Engagement set forth in the Agreement.

Date: August _____, 2018

Ernest Troiano, Jr.

Date: August _____, 2018

Anthony Leonetti

Date: August _____, 2018

Chris Fox

Date: August _____, 2018

Mary D'Arcy Bittner, Solicitor,
City of Wildwood

EXHIBIT 1



Fox Rothschild LLP
ATTORNEYS AT LAW

August 1, 2018

Page 7

Fox Rothschild LLP
ATTORNEYS AT LAW

Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement ("Standard Terms") along with the Engagement Letter ("Letter") comprise the Engagement Agreement ("Agreement") between Client and Fox Rothschild LLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to increase the Firm's efficiency and responsiveness, the Firm will use state of the art communication devices (i.e., email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may be developed in the future). The use of such devices may place Client's confidences and privileges at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Affiliations by Client

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client concerning the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client.

Third-Party Payor

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the Invoices incurred in the Engagement, Client agrees to be ultimately responsible for payment of all Invoices incurred in the Engagement. If Client has advised the Firm that a Third Party Payor will be paying some or all of the Invoices, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including Invoices, Client may lose any privileges or protections that may apply to that information.

April 2018

www.foxrothschild.com

California Colorado Connecticut Delaware District of Columbia Florida Illinois Minnesota Nevada New Jersey
New York Pennsylvania Texas Washington

Exhibit 1

OPRA655



August 1, 2018

Page 8

Conflicts of Interest

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers, in doing so. To the extent the Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize solely in the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request.

To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the invoices.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" (PHI), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, facsimile or other medium, unless and until: (i) Client and the Firm have a current, signed Business Associate Agreement in place; (ii) the attorney with whom Client is working at the Firm has determined that the PHI is needed in connection with the Engagement; (iii) Client has notified the attorney in advance of the transmission of the PHI; and (iv) the attorney has approved the manner by which such PHI will be received by the Firm. Client must let the Firm know if Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

Use of Personal Information

The Firm gathers and processes personal data pursuant to all applicable law, including, but not limited to, when applicable after May 25, 2018, the EU General Data Protection Regulation. The Firm will use personal information that we receive in connection with providing legal services to Client, marketing our services to Client, and to comply with applicable law. During and after the Engagement, the Firm may disclose personal information to parties involved in the work the Firm is performing, opposing parties, arbitration panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

No Tax Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include providing Client with legal advice pertaining to any federal, state, foreign or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that insurer was prejudiced by delay in providing such notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's final invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and Client agrees not to oppose such request. Client will remain obligated for any invoices through the effective date of the termination.

Once Client's matter is concluded, the Firm will notify Client, offer to return any original material Client provided to the Firm, and close the matter. Client can request that the entire file be sent to Client at this time. If Client does not request the return of the entire file, it may be sent to storage off-site, and thereafter an administrative cost may be charged to Client for retrieving it from storage. Client is responsible for complying with any records retention obligations that may be applicable to any record.

Under the Firm's Records Retention Policy, as may be modified from time-to-time, the Firm may dispose of files as early as seven (7) years after a matter is closed. The Firm will send written notice to Client at the last address in the Firm's records before disposing of any of Client's files. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may destroy files that Client has not previously requested be returned to Client.

The Firm and Client agree that all original Client supplied materials and all lawyer end-product (referred to generally as "client material") are the property of the Client. Lawyer end-product includes, for example, final contracts, pleadings, and trust documents. The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda, and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflicts materials. The Firm will assume that Client has a copy of all electronic documents provided to the Firm by Client or on Client's behalf, and that Client retains in Client's records all electronic and physical materials provided to Client in the course of the Engagement. All nonpublic information that Client has supplied to the Firm and that the Firm retains will be kept confidential in accordance with applicable rules of professional responsibility.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect. If the Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

April 2018

Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Monday, September 17, 2018 12:23 PM
To: Debbie Savigliano
Cc: Mary Bittner
Subject: Re: Panetz Appeal
Attachments: Resolution_Panetz_091718.jpeg

Debbie,

The settlement was reviewed and approved by the Board of Commissioners at last Wednesday's Executive Session.

Please see the attached Resolution.

Thank you,

Jason W. Hesley, CTA
Tax Assessor

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, September 11, 2018 8:50 AM
To: Jason Hesley
Subject: RE: Panetz Appeal

Will do. I'll wait to hear from you as to the outcome of tomorrow's meeting.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties that may be imposed under Federal tax laws or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

This electronic communication (including any authorized attachments) contains information from the Law Firm of GRACE, MARMERO & ASSOCIATES, LLP that may be legally privileged, confidential, and exempt from disclosure under the law. If you are not the intended recipient, any use, dissemination, distribution or copying of this communication is strictly prohibited. Should you have received this communication in error, please notify the sender immediately and

delete it from all computers on which it may appear. If you are not currently a client of the above law firm, this communication is not to be construed as establishing an attorney-client relationship.

From: Jason Hesley [mailto:wildwoodassessor@live.com]

Sent: Friday, September 07, 2018 4:32 PM

To: Debbie Savigliano

Cc: Mary D'Arcy Bittner, Esq.

Subject: Panetz Appeal

Debbie,

Please hold off on communicating acceptance of the Panetz offer.

We are planning to discuss it in executive session next Wednesday.

Thanks,

Jason

Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Friday, September 07, 2018 4:28 PM
To: Mary Bittner
Subject: Fw: Pavlou v. Wildwood

Mary,

This was my last correspondence with Debbie on the other appeal.

Jason

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, August 21, 2018 3:04 PM
To: Jason Hesley
Subject: Pavlou v. Wildwood

Jason,

Just an FYI, we are still waiting to hear from Plaintiff's counsel with regard to our counteroffer. I followed up with her last week and she advised that she was waiting on written approval from her client. I haven't heard back from her since.

However, in our last hearing before Judge Cimino on August 3rd, he gave Plaintiff until 8/30/18 to respond to our counteroffer. We should have an answer before then but if not, the Court ordered them to respond by 8/30/18.

I'll keep you posted.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Friday, September 07, 2018 4:21 PM
To: Debbie Savigliano
Cc: Mary Bittner; bshotts@gracemarmero.com
Subject: Re: Panetz v. Wildwood 175/6.03- COUNTEROFFER

Debbie,

This is acceptable.

Please make sure that any settlement stipulation has our standard language waiving statutory interest and that the Special Improvement District Taxes shall not be refunded.

Thank you,

Jason W. Hesley, CTA
Tax Assessor

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Friday, September 7, 2018 9:09 AM
To: Jason Hesley
Cc: mbittner@wildwoodnj.org; bshotts@gracemarmero.com; Debbie Savigliano
Subject: Panetz v. Wildwood 175/6.03- COUNTEROFFER

Jason,

As a reminder, back in June we were engaged in settlement negotiations in this case which came to a sudden halt when Joe Norcia left Archer & Greiner. The attorney that took over for Joe has since left Archer as well which delayed our negotiations.

redacted

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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From: Debbie Savigliano [mailto:dsavigliano@longmarmero.com]
Sent: Wednesday, June 21, 2017 1:17 PM
To: jhesley@wildwoodnj.org
Cc: bshotts@longmarmero.com
Subject: Panetz v. Wildwood 175/6.03 - response due 6/30/17

redacted

Thank you,

Debbie Savigliano
Paralegal for the firm
Long Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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From: Norcia, Joseph J. [mailto:jnorcia@archerlaw.com]
Sent: Friday, May 05, 2017 2:28 PM
To: 'Jason Hesley'
Cc: Debbie Savigliano; bshotts@longmarmero.com; Genato, Alex Paul
Subject: RE: Summary of appeals (Panetz v. Wildwood) [IWOV-Archer.FID195902]

Jason,

I reached out to the taxpayer to discuss the settlement offer for the Panetz property. It looks like Paul did a report for this property not too long ago and reached a value of 1.5MM. I attached the cover letter of the report (sent to by iphone picture).

Please give me a call to discuss when you're back in the office.

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
101 Carnegie Center
Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com



From: Jason Hesley [mailto:wildwoodassessor@live.com]
Sent: Friday, April 28, 2017 12:35 PM
To: Norcia, Joseph J. <jnorcia@archerlaw.com>
Cc: Debbie Savigliano <dsavigliano@longmarmero.com>
Subject: Summary of appeals

Joe,

Attached, please find a summary of the appeals which were discussed at our meeting on April 5th.

Let me know if any of these proposals have been accepted by your clients, or if there are any corrections to be made.

Jason W. Hesley, CTA
Tax Assessor
City of Wildwood

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J. P. BAINBRIDGE & ASSOCIATES, INC.

Real Estate Appraisers & Consultants
6 Woodland Road, Cape May Court House, NJ 08210
(609) 465-9978 (Tel) • (609) 465-9969 (Fax)

October 12, 2012

Walter Kreisberg
1168 Boardwalk
Ocean City, NJ, 08226

Re: 3614-3620 Boardwalk
Block 175, Lots 6.03, 7.01-8.01, 1.03-3.01
Wildwood, NJ 08260

Dear Mr. Kreisberg:

According to your request, I have appraised the above captioned property for the purpose of estimating the market value of the real estate. The client and intended user is Walter Kreisberg.

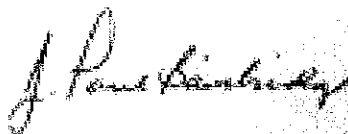
The subject consists of a two-story boardwalk commercial building with 62 linear feet fronting the Boardwalk, containing 10,912 SF of GBA, plus a full, above-grade basement. There is paved parking for 22 cars at the rear. The site is 12,400 SF with 62 linear feet on Ocean Avenue. The highest and best use is continued use.

As a result of my investigation and analysis, I have formed an opinion that, as of October 8, 2012, the estimated market value of the real estate is:

ONE MILLION FIVE HUNDRED THOUSAND DOLLARS
(\$1,500,000)

The attached summary appraisal report sets forth the pertinent facts about the subject and the procedure, data, and reasoning leading to the conclusions.

Respectfully submitted,



J. Paul Bainbridge, MAI
SCGRE License No. 42RG00073500
President

Mary Bittner

From: Mary Bittner
Sent: Friday, August 03, 2018 3:44 PM
To: 'Brian Shotts'
Cc: Debbie Savigliano; Jason Hesley
Subject: RE: Pavlou v. Wildwood - Time Sensitive

Thank you. I asked Jason to make sure the stipulation includes his usual provisions regarding credit vs. refund and SID payments.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Brian Shotts [mailto:bshotts@gracemarmero.com]
Sent: Friday, August 03, 2018 11:37 AM
To: Mary Bittner
Cc: Debbie Savigliano; Jason Hesley
Subject: Re: Pavlou v. Wildwood - Time Sensitive

Mary:

Good morning. Please be aware that Plaintiff has accepted the City's counter offer of \$1,268,850.00. I have asked that Plaintiff prepare the stipulation of settlement.

Thank you,
Brian

On Thu, Jul 26, 2018 at 10:41 AM, Mary Bittner <mbittner@wildwoodnj.org> wrote:

Brian:

Please know the Commissioners considered the offer of \$1,150,000 on the 3624 Boardwalk appeal and decided the following:

Make a counteroffer of \$1,268,850.

Thank you.

Mary

Mary D'Arcy Bittner, Esq.

Solicitor, City of Wildwood

4400 New Jersey Ave.

Wildwood, NJ 08260

Direct Dial: (609) 846-2077

Facsimile: (609) 522-8623

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From: Debbie Savigiano [mailto:dsavigiano@gracemarmero.com]

Sent: Tuesday, July 24, 2018 9:39 AM

To: Mary Bittner

Cc: bshotts@gracemarmero.com

Subject: RE: Pavlou v. Wildwood - Time Sensitive

Mary,

I know Jason is on vacation and you will be notifying us of the commission's decision regarding Pavlou's demand following tomorrow's execution session. However, I will be on vacation beginning tomorrow at 4 p.m. and will not be back until Aug 8. Accordingly, I ask that you please let Brian know the outcome of tomorrow's meeting. Brian is scheduled to cover the hearing on August 2nd and must contact Plaintiff's counsel with our response to the demand by July 30th. Brian is copied on this email for your convenience.

Thank you,

Debbie Savigliano

Paralegal for the firm

Grace Marmero & Associates

1117 E. Landis Avenue

Vineland, New Jersey 08360

Office (856) 500-6220

Fax (856) 500-6227

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From: Mary Bittner [mailto:mbittner@wildwoodnj.org]
Sent: Friday, July 20, 2018 1:05 PM
To: Debbie Savigliano; Jason Hesley
Subject: RE: Pavlou v. Wildwood - Time Sensitive

Debbie:

Please know I have requested this matter be added to the July 25, 2018 3:30 P.M. agenda to be discussed in executive session. I expect Jason will be able to advise you of the governing body's decision on how to move forward Wednesday afternoon after the meeting.

Thank you.

Mary

Mary D'Arcy Bittner, Esq.

Solicitor, City of Wildwood

4400 New Jersey Ave.

Wildwood, NJ 08260

Direct Dial: (609) 846-2077

Facsimile: (609) 522-8623

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From: Debbie Savigiano [mailto:dsavigliano@gracemarmero.com]

Sent: Friday, July 20, 2018 12:44 PM

To: Jason Hesley

Cc: Mary Bittner

Subject: Pavlou v. Wildwood - Time Sensitive

Jason,

Please see the attached correspondence from Doug regarding the court's instruction that we respond to Plaintiff's demand by July 30th.

Thank you,

Debbie Savigliano

Paralegal for the firm

Grace Marmero & Associates

1117 E. Landis Avenue

Vineland, New Jersey 08360

Office (856) 500-6220

Fax (856) 500-6227

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Mary Bittner

From: Debbie Savigiano <dsavigiano@gracemarmero.com>
Sent: Friday, July 20, 2018 12:44 PM
To: Jason Hesley
Cc: Mary Bittner
Subject: Pavlou v. Wildwood - Time Sensitive
Attachments: Ltr to Hesley 7-20-18.pdf — *redacted / withheld*

Jason,

Please see the attached correspondence from Doug regarding the court's instruction that we respond to Plaintiff's demand by July 30th.

Thank you,

Debbie Savigiano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Tuesday, July 24, 2018 10:06 AM
To: dsavigliano@gracemarmaro.com; Mary Bittner
Cc: jpbain@comcast.net
Subject: Fwd: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT

Debbie,

I prepared a memo for Mary before I left, but Paul's comments might amend my original thoughts. I will reach out to you today with a response, based on Paul's comments.

Mary,

I agree with Paul's comments. I think a counter-offer would be wise. I'll have something together by this afternoon.

Jason

Sent from my iPhone

Begin forwarded message:

From: "J Paul Bainbridge" <jpbain@comcast.net>
Date: July 21, 2018 at 12:12:58 PM EDT
To: "Jason Hesley" <wildwoodassessor@live.com>
Subject: RE: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT

redacted

redacted

State Certified General Real Estate Appraiser
J P Bainbridge & Associates, Inc.
*Appraiser * Consultant*
6 Woodland Road
Cape May Court House, NJ 08210
(609) 465-9978 * Fax (609) 465-9969

From: Jason Hesley [<mailto:wildwoodassessor@live.com>]
Sent: Friday, July 20, 2018 4:38 PM
To: J Paul Bainbridge
Subject: Re: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT

Paul,

Did you have a chance to look this over? Just looking for some thoughts.

I'm on vacation next week, but will be checking e-mails.

The City Commissioners want to discuss this in executive session while I'm gone, so I'm trying to quarterback this from a distance.

Also, I ran over my cell phone with the van, so I'm e-mail only until further notice!

Thanks,

Jason

From: J Paul Bainbridge <jpbain@comcast.net>
Sent: Tuesday, July 10, 2018 10:05 AM
To: 'Debbie Savigiano'; 'Jason Hesley'
Subject: RE: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT

Jason,

I will let you review first and then if you want me to get involved, let me know. This week and next week are packed, so I won't have a chance to look at this until late next week if you want me to.

redacted

J. Paul Bainbridge, MAI
State Certified General Real Estate Appraiser
J P Bainbridge & Associates, Inc.
*Appraiser * Consultant*
6 Woodland Road
Cape May Court House, NJ 08210
(609) 465-9978 * Fax (609) 465-9969

From: Debbie Savigiano [<mailto:dsavigiano@gracemarmero.com>]
Sent: Tuesday, July 10, 2018 9:52 AM
To: Jason Hesley; jpbain@comcast.net
Subject: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT
Importance: High

Jason/Paul,

We have just received the attached appraisal report from Plaintiff in the above-referenced matter along with the email below requesting to settle or obtain a firm trial date. After you have reviewed the report and email, please let me know your thoughts. I am forwarding the report to Doug as we speak.

Thank you,

Debbie Savigiano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360

Office (856) 500-6220
Fax (856) 500-6227

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From: Jennifer Jacobus [mailto:Jennifer@jacobuslaw.com]
Sent: Monday, July 09, 2018 11:43 AM
To: dsavigliano@longmarmero.com; dlong@longmarmero.com
Subject: Pavlou, George v. Wildwood Block 175, Lot 6.01 - APPRAISAL REPORT
Importance: High

Please see the attached appraisal report submitted in support of the pending property tax appeal and kindly let me know if we may settle at the market value indicated therein. Also please let me know as soon as possible if you do not intend to settle this matter so that we may request a firm trial date.

Regards,

Jennifer

Jennifer R. Jacobus, Esq.
Managing Member
JACOBUS & ASSOCIATES, LLC
201 Littleton Road, 1st Floor
Morris Plains, NJ 07950
P: 973-535-3032
F: 973-741-2370
jennifer@jacobuslaw.com

Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Friday, May 11, 2018 9:59 AM
To: J Paul Bainbridge; 'Debbie Savigliano'
Cc: Mary Bittner
Subject: Re: Pavlou v. Wildwood (175/6.01) - Updated demand

Debbie,

redacted

From: J Paul Bainbridge <jpbain@comcast.net>
Sent: Wednesday, May 9, 2018 12:23 PM
To: 'Debbie Savigliano'; 'Jason Hesley'
Cc: mbittner@wildwoodnj.org
Subject: RE: Pavlou v. Wildwood (175/6.01) - Updated demand

redacted

reduced

J. Paul Bainbridge, MAI
State Certified General Real Estate Appraiser
J P Bainbridge & Associates, Inc.
*Appraiser * Consultant*
6 Woodland Road
Cape May Court House, NJ 08210
(609) 465-9978 * Fax (609) 465-9969

From: Debbie Savigiano [<mailto:dsavigliano@gracemarmero.com>]
Sent: Wednesday, May 9, 2018 9:44 AM
To: Jason Hesley; jpbain@comcast.net
Cc: mbittner@wildwoodnj.org
Subject: Pavlou v. Wildwood (175/6.01) - Updated demand

Jason/Paul,

Attached is an updated settlement demand from Plaintiff in the above-referenced matter along with a couple of comps that accompanied same. Pursuant to Judge Cimino's instruction, we must respond to this demand by or before 7/30/18.

Please let us know your thoughts after you've had a chance to review the demand.

Thank you,

Debbie Savigiano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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Pavlou, George v. Wildwood
Block 175, Lot 6.01 - (3624 Boardwalk)

2016-2018

A.V.

\$1,837,700
or \$220 per sq. ft.

Description:

The subject improvements consist of a two story commercial building containing 6,300 sq. ft. built in 1982 and situated on 0.149 acres.

Conclusion:

GRI	\$ 80,000 (1 Apt. Vacant)
PGI	\$100,000
V & CL	\$ 5,000
EGI	\$ 95,000
Exp.	\$ 30,000 (30%)
NOI	\$ 70,000
Cap @ 10.52% →	\$665,399

*Rent is below market

Sales comparables attached. New sales comps in Wildwood newly added.

* New Demand Value → \$1,000,000 AV

SOLD**1 3810 Atlantic Ave**

Wildwood, NJ 08260

Cape May County

Sale Date: 02/13/2013
Sale Price: \$785,000
Price/SF: \$161.28

Bldg Type: Retail/Restaurant
Year Built/Age: Built 1926 Age: 87
RBA: 4,888 SF

Pro Forma Cap: -
Actual Cap Rate: -
Comp ID: 2728390
Research Status: Public Record

Parcel No: 14-00166-0000-00814

Sale Conditions: -

**FOR SALE****2 4104 Boardwalk**

Wildwood, NJ 08260

Cape May County

Asking
Asking Price: \$1,145,000
Price/SF: \$143.13
Days on Market: 169
Sale Status: Active

Sale Type: Investment OR Owner/User
Bldg Type: Retail
Bldg Status: Built 1974
RBA: 8,000 SF

Actual Cap Rate: 4.76%

Parcel No: -
Sale Conditions: -

Image Coming Soon

3 4020 Ocean Ave - The Purple Jalapeno

Wildwood, NJ 08260

Cape May County

Sale Date: 02/06/2014 (384 days on mkt)
Sale Price: \$300,100 - Confirmed
Price/SF: \$76.63

Bldg Type: Retail/Freestanding
Year Built/Age: Built 1940 Age: 74
RBA: 4,000 SF

Pro Forma Cap: -
Actual Cap Rate: -
Comp ID: 2988707
Research Status: Confirmed

Parcel No: 14-00138-0000-00813-03

Sale Conditions: -

**SOLD**

Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, April 03, 2018 8:58 AM
To: Mary Bittner
Subject: RE: commission appeal

Thank you Mary!

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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From: Mary Bittner [mailto:mbittner@wildwoodnj.org]
Sent: Monday, April 02, 2018 9:07 AM
To: Debbie Savigliano
Subject: RE: commission appeal

Yes, all.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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have received the message in error, please advise the sender by reply email or contact the sender at (609) 846-2077 and delete the message. Thank you very much.

From: Debbie Savigliano [<mailto:dsavigliano@gracemarmero.com>]
Sent: Friday, March 30, 2018 10:12 AM
To: Mary Bittner
Subject: commission appeal

Mary, I received the message that we got commission approval. Was that for Midtown, 2701 & SPS cases?

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Wednesday, March 28, 2018 2:47 PM
To: Jason Hesley
Cc: Mary Bittner
Subject: Cape May Savings v Wildwood
Attachments: OceanFirst 3101 New Jersey Ave Wildwood proforma.pdf

Jason,

Plaintiff is demanding a reduced assessment of \$700,000 in the above-referenced matter. In consideration of same, see the attached assessment analysis provided by Plaintiff.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties that may be imposed under Federal tax laws or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

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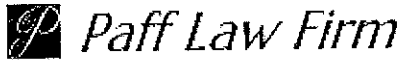
From: Michael Paff [<mailto:mike@pafflawfirm.com>]
Sent: Wednesday, March 28, 2018 2:10 PM
To: AMUSITANO@LONGMARMERO.COM; BSHOTTS@LONGMARMERO.COM; DSAVIGLIANO@LONGMARMERO.COM
Subject: Ocean First v Wildwood

Mr. Long,

We have the Ocean First Wildwood case on for tomorrow. We are seeking a reduction in assessment to 700,000. We have enclosed a proforma for your consideration. Thank you.

Michael A. Paff, Esq.
Paff Law Firm
P.O. Box 6767

495 N. Bridge Street
Bridgewater, New Jersey 08807
Tele: 908.526.2192
Fax: 908.450.1700
www.pafflawfirm.com
[@mikepaff](https://www.facebook.com/NJPropTax)



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2017 Assessment Analysis

Client Cape May Savings Bank (OceanFirst Bank)
 Location 3101 New Jersey Ave
 Town Wildwood, Nj
 Parcel ID 208 / 26

Land Assessment	483,800	Land Area	0.23
Imp Assessment	407,600	Total Building Sq/ft	1800
Total Assessment	891,400	Value per Sq/ft	498
2017 Eq. Ratio	99.44%		
Eq. Value	896,420	4A	
Est Tax Rate	2.30%		
Tax	\$20,502	One story bank branch	

Income Analysis

		Market	Market	Market
Triple Net Rent Sq/ft		22.00	24.00	26.00
Gross Income		39,600	43,200	46,800
Vacancy	5%	1,980	2,160	2,340
EGI		37,620	41,040	44,460
Expenses				
Management	5%	1,881	2,052	2,223
Leasing Comm	5%	1,881	2,052	2,223
Insurance	2%	752	821	889
Reserve	2%	752	821	889
Legal	1%	376	410	445
Total Expenses	15%	5,643	6,156	6,669
NOI		31,977	34,884	37,791
Cap Rate	7.5%	426,360	465,120	503,880
Difference in Value		470,060	431,300	392,540
Difference in Assessment		467,428	428,885	390,342
Value per Sq/ft		237	258	280
Tax		9,751	10,638	11,524
Cap Rate	7.75%	412,606	450,116	487,626
Difference in Value		483,814	446,304	408,794
Difference in Assessment		481,104	443,805	406,505
Value per Sq/ft		229	250	271
Tax		9,437	10,295	11,153
Cap Rate	8.0%	399,713	436,050	472,388
Difference in Value		496,707	460,370	424,032
Difference in Assessment		493,926	457,792	421,658
Value per Sq/ft		222	242	262
Tax		9,142	9,973	10,804

Mary Bittner

From: Jason Hesley <wildwoodassessor@live.com>
Sent: Tuesday, March 27, 2018 3:41 PM
To: Mary Bittner
Subject: Re: SPS v. Wildwood Stips of settlement

Mary,

I'll meet with you tomorrow morning on both of these cases.

Thanks,

Jason

From: Mary Bittner <mbittner@wildwoodnj.org>
Sent: Tuesday, March 27, 2018 2:40 PM
To: Jason Hesley
Cc: dsavigliano@longmarmaro.com
Subject: RE: SPS v. Wildwood Stips of settlement

Jason:

It seems appropriate to add these to the resolution you are drafting for tomorrow's approval.

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email or contact the sender at (609) 846-2077 and delete the message. Thank you very much.

From: Debbie Savigliano [<mailto:dsavigliano@gracemarmaro.com>]
Sent: Tuesday, March 27, 2018 2:32 PM
To: Jason Hesley
Cc: Mary Bittner; dsavigliano@longmarmaro.com
Subject: SPS v. Wildwood Stips of settlement

Jason,

At last we spoke on this matter, the city had one issue with the attached stips and that was that the settlement funds needed to be disbursed as credits not a refund. Plaintiff's counsel got authority from his client to approve credits and subsequently, filed the attached revised partially executed stips with the court.

At this time, we are requesting approval to execute the attached.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties that may be imposed under Federal tax laws or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

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Cory K. Kestner

ckestner@archerlaw.com
609-580-3738 Direct
609-580-3755 Direct Fax

Archer & Greiner, P.C.
101 Carnegie Center, Suite 300
Princeton, NJ 08540
609-580-3700 Main
609-580-0051 Fax
www.archerlaw.com

March 26, 2018

VIA eCOURTS

Douglas M. Long, Esq.
Grace Mamero & Associates
44 Euclid Street
Woodbury, NJ 08096

RE: SPS Associates, LLC v. Wildwood City
Block 139, Lot 11 - 400 E. Spencer Avenue
Docket Nos. 012330-2014, 012135-2015, 0011704-2016, 010341-2017 & _____-2018

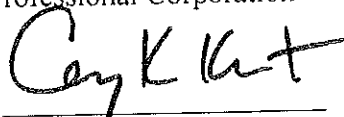
Dear Mr. Long:

Enclosed herewith please find a revised Stipulation of Settlement executed by me with respect to the above-referenced matter. Kindly counter-sign and file same with the Court.

Thank you for your attention in this regard.

Very truly yours,

ARCHER & GREINER
A Professional Corporation

By: 
Cory K. Kestner, Esq.

CKK/104

Enclosure

cc: Hon. Mark Cimino, J.T.C. (w/encl.)(via eCourts)

214219211v1
214263020v1

ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: CORY K. KESTNER
ID # 0126762008

SPS ASSOCIATES, LLC,

Plaintiff,

v.

WILDWOOD CITY,

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NOS. 012330-2014, 012135-2015,
0011704-2016, 010341-2017 & _____-2018

Block 139
Lot 11

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 139
Lot: 11
Street: 400 E. Spencer Avenue
Year: 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	950,000	N/A	900,500
Improvements	<u>40,000</u>	DIRECT	<u>40,000</u>
Total	990,000	APPEAL	940,500

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 139
Lot: 11
Street: 400 E. Spencer Avenue
Year: 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	950,000	N/A	851,000
Improvements	<u>40,000</u>	DIRECT	<u>40,000</u>
Total	990,000	APPEAL	891,000

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 139
 Lot: 11
 Street: 400 E. Spencer Avenue
 Year: 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	950,000	N/A	653,000
Improvements	<u>40,000</u>	DIRECT	<u>40,000</u>
Total	990,000	APPEAL	693,000

4. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 139
 Lot: 11
 Street: 400 E. Spencer Avenue
 Year: 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	950,000	N/A	500,000
Improvements	<u>40,000</u>	DIRECT	<u>40,000</u>
Total	990,000	APPEAL	540,000

5. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 139
 Lot: 11
 Street: 400 E. Spencer Avenue
 Year: 2018

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	950,000	N/A	500,000
Improvements	<u>40,000</u>	DIRECT	<u>40,000</u>
Total	990,000	APPEAL	540,000

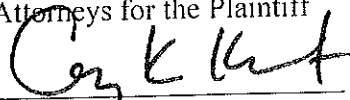
6. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

7. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. Statutory interest, pursuant to *N.J.S.A. 54:3-27.2*, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.

9. The refund will be applied in full against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. If applied in such manner, the taxpayer waives interest that may otherwise be payable pursuant to *N.J.S.A. 54:3-27.2* for the refunds that are due as a result of this settlement.

Date: _____

Archer & Greiner, P.C.
Attorneys for the Plaintiff

CORY K. KESTNER

Date: _____

Grace Mamero & Associates
Attorney for the Defendant

DOUGLAS M. LONG



Cory K. Kestner

ckestner@archerlaw.com
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609-580-0051 Fax
www.archerlaw.com

March 26, 2018

VIA eCOURTS

Douglas M. Long, Esq.
Grace Mamero & Associates
44 Euclid Street
Woodbury, NJ 08096

RE: SPS Associates, LLC v. Wildwood City
Block 166, Lot 15 - 3702 Ocean Avenue
Docket Nos. 010143-2014, 004853-2015, 001118-2016, 003164-2017 & 001767-2018

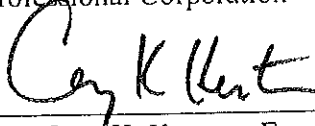
Dear Mr. Long:

Enclosed herewith please find a revised Stipulation of Settlement executed by me with respect to the above-referenced matter. Kindly counter-sign and file same with the Court.

Thank you for your attention in this regard.

Very truly yours,

ARCHER & GREINER
A Professional Corporation

By: 
Cory K. Kestner, Esq.

CKK/104
Enclosure
cc: Hon. Mark Cimino, J.T.C. (w/encl.)(via eCourts)

214263016v1

ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: CORY K. KESTNER
ID # 0126762008

SPS ASSOCIATES, LLC,
Plaintiff,

v.

WILDWOOD CITY,
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NOS. 010143-2014, 004853-2015,
001118-2016, 003164-2017 & 001767-2018

Block 166
Lot 15

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 166
Lot: 15
Street: 3702 Ocean Avenue
Year: 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,690,300	N/A	1,600,800
Improvements	<u>70,700</u>	DIRECT	<u>70,700</u>
Total	1,761,000	APPEAL	1,671,500

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 166
Lot: 15
Street: 3702 Ocean Avenue
Year: 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,690,300	N/A	1,529,300
Improvements	<u>70,700</u>	DIRECT	<u>70,700</u>
Total	1,761,000	APPEAL	1,600,000

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 166
 Lot: 15
 Street: 3702 Ocean Avenue
 Year: 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,690,300	N/A	1,173,900
Improvements	<u>70,700</u>	DIRECT	<u>70,700</u>
Total	1,761,000	APPEAL	1,244,600

4. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 166
 Lot: 15
 Street: 3702 Ocean Avenue
 Year: 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,690,300	N/A	994,300
Improvements	<u>70,700</u>	DIRECT	<u>70,700</u>
Total	1,761,000	APPEAL	1,065,000

5. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 166
 Lot: 15
 Street: 3702 Ocean Avenue
 Year: 2018

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,690,300	N/A	994,300
Improvements	<u>70,700</u>	DIRECT	<u>70,700</u>
Total	1,761,000	APPEAL	1,065,000

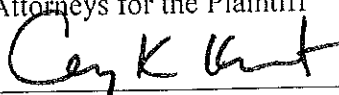
6. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

7. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. Statutory interest, pursuant to *N.J.S.A. 54:3-27.2*, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.

9. The refund will be applied in full against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. If applied in such manner, the taxpayer waives interest that may otherwise be payable pursuant to *N.J.S.A. 54:3-27.2* for the refunds that are due as a result of this settlement.

Date: 3/26/2018

Archer & Greiner, P.C.
Attorneys for the Plaintiff

CORY K. KESTNER

Grace Mamero & Associates
Attorney for the Defendant

Date: _____

DOUGLAS M. LONG

Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, March 27, 2018 12:06 PM
To: Mary Bittner
Subject: 2701 & Midtown Stips of Settlement
Attachments: 2701 Associates 179.01-1.pdf; 2701 Associates 127-8.pdf; 2701 Associates 137-24.pdf; 2701 Associates 187-1.022.pdf; Midtown Properties 173-12.pdf

Mary,
Per your request, please see attached.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties that may be imposed under Federal tax laws or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

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ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: JOSEPH J. NORCIA
ID # 023952012

2701 ASSOCIATES, LLC,

Plaintiff,

v.

CITY OF WILDWOOD,

Defendant.

: TAX COURT OF NEW JERSEY
: DOCKET NOS. 010139-2014, 003328-2015,
: 000757-2016, 001311-2017
:
:
:

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 179.01
Lot: 1
Street: 3515 Atlantic Avenue
Year: 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,591,100	N/A	
Improvements	0	DIRECT	<u>WITHDRAW</u>
Total	1,591,100	APPEAL	

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 179.01
Lot: 1
Street: 3515 Atlantic Avenue
Year: 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,386,900	N/A	
Improvements	<u>0</u>	DIRECT	<u>WITHDRAW</u>
Total	1,386,900	APPEAL	

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 179.01
 Lot: 1
 Street: 3515 Atlantic Avenue
 Year: 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,386,900	N/A	
Improvements	<u>0</u>	DIRECT	<u>WITHDRAW</u>
Total	1,386,900	APPEAL	

4. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 179.01
 Lot: 1
 Street: 3515 Atlantic Avenue
 Year: 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,386,900	N/A	801,300
Improvements	<u>0</u>	DIRECT	<u>0</u>
Total	1,386,900	APPEAL	801,300

5. The parties agree that the total aggregate assessment for tax year 2018 shall be reduced from 1,386,900 to 716,400, and further agree that either party shall have the right to file a tax appeal for the 2018 tax year to obtain a judgment to implement, enforce, effectuate, and/or

confirm the total aggregate assessment agreed upon herein and to obtain a judgment for the Freeze Act for 2019 and 2020.

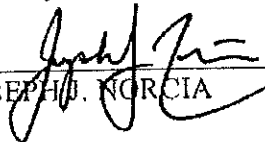
6. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

7. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. The refund will be applied in full against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. The resulting credit shall be calculated to include any and all overpayment of Fire District, Business Improvement District and/or Special Improvement District taxes as a result of this settlement. If applied in such manner, the taxpayer waives interest that may otherwise be payable pursuant to *N.J.S.A. 54:3-27.2* for the refunds that are due as a result of this settlement.

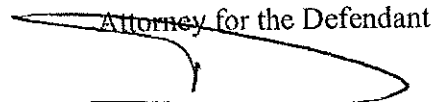
Date: 2/16/18

Archer & Greiner, P.C.
Attorneys for the Plaintiff


JOSEPH J. NORCIA

Date: 3/27/18

Grace Marmero & Associates, LLP
Attorney for the Defendant


DOUGLAS M. LONG

ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: JOSEPH J. NORCIA
ID # 023952012

2701 ASSOCIATES, LLC,

Plaintiff,

v.

CITY OF WILDWOOD,

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NOS. 008967-2013, 010140-2014,
002955-2015, 000755-2016, 001313-2017

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 187
Lot: 1.022
Street: 3401 Atlantic Avenue
Year: 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	2,134,600	N/A	
Improvements	<u>0</u>	DIRECT	<u>WITHDRAW</u>
Total	2,134,600	APPEAL	

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 179.01
Lot: 1
Street: 3515 Atlantic Avenue
Year: 2013

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	2,085,700	N/A	<u>WITHDRAW</u>
Improvements	<u>0</u>	DIRECT	
Total	2,085,700	APPEAL	

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 187
 Lot: 1.022
 Street: 3401 Atlantic Avenue
 Year: 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,848,800	N/A	<u>WITHDRAW</u>
Improvements	<u>69,600</u>	DIRECT	
Total	1,918,400	APPEAL	

4. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 187
 Lot: 1.022
 Street: 3401 Atlantic Avenue
 Year: 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,618,900	N/A	<u>WITHDRAW</u>
Improvements	<u>69,600</u>	DIRECT	
Total	1,688,500	APPEAL	

5. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 187
 Lot: 1.022
 Street: 3401 Atlantic Avenue
 Year: 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,618,900	N/A	<u>WITHDRAW</u>
Improvements	<u>69,600</u>	DIRECT	
Total	1,688,500	APPEAL	

6. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 187
 Lot: 1.022
 Street: 3401 Atlantic Avenue
 Year: 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,618,900	N/A	865,800
Improvements	<u>69,600</u>	DIRECT	<u>69,600</u>
Total	1,688,500	APPEAL	935,400

7. The parties agree that the total aggregate assessment for tax year 2018 shall be reduced from 1,688,500 to 836,200, and further agree that either party shall have the right to file a tax appeal for the 2018 tax year to obtain a judgment to implement, enforce, effectuate, and/or confirm the total aggregate assessment agreed upon herein and to obtain a judgment for the Freeze Act for 2019 and 2020.

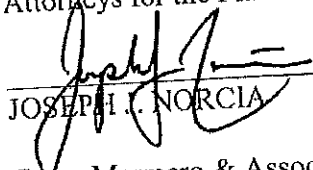
8. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

9. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

10. The refund will be applied in full against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. The resulting credit shall be calculated to include any and all overpayment of Fire District, Business Improvement District and/or Special Improvement District taxes as a result of this settlement. If applied in such manner, the taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 for the refunds that are due as a result of this settlement.

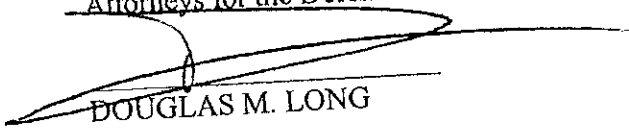
Date: 2/16/18

Archer & Greiner, P.C.
Attorneys for the Plaintiff


JOSEPH J. NORCIA

Grace Marmero & Associates, LLP
Attorneys for the Defendant

Date: 3/27/18


DOUGLAS M. LONG

ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: JOSEPH J. NORCIA
ID # 023952012

2701 ASSOCIATES, LLC,

Plaintiff,

v.

CITY OF WILDWOOD,

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NOS. 012458-2014, 012005-2015,
011710-2016, 010339-2017

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 127
Lot: 8
Street: 131-33 E Roberts Ave
Year: 2014-2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	97,000	97,000	
Improvements	<u>158,500</u>	<u>158,500</u>	<u>WITHDRAW</u>
Total	255,500	255,500	

2. The parties agree that the total aggregate assessment for tax year 2018 shall be reduced from 255,500 to 228,400, and further agree that either party shall have the right to file a tax appeal for the 2018 tax year to obtain a judgment to implement, enforce, effectuate, and/or confirm the total aggregate assessment agreed upon herein and to obtain a judgment for the Freeze Act for 2019 and 2020.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

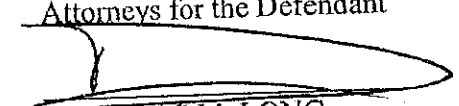
Date: 2/16/18

Archer & Greiner, P.C.
Attorneys for the Plaintiff


JOSEPH H. NORCIA

Date: 3/27/18

Grace Marmero & Associates, LLP
Attorneys for the Defendant


DOUGLAS M. LONG

214002619v1

ARCHER & GREINER
A Professional Corporation
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540
(609) 580-3700

BY: JOSEPH J. NORCIA
ID # 023952012

MIDTOWN PROPERTIES, LLC,

Plaintiff,

v.

CITY OF WILDWOOD,

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NOS. 010141-2014, 003322-2015,
001753-2016, 002790-2017

Civil Action

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 173
Lot: 12
Street: 3600 Atlantic Avenue
Year: 2014

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,350,000	N/A	
Improvements	<u>34,500</u>	DIRECT	<u>WITHDRAW</u>
Total	1,384,500	APPEAL	

2. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 173
Lot: 12
Street: 3600 Atlantic Avenue
Year: 2015

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,170,000	N/A	<u>WITHDRAW</u>
Improvements	<u>34,500</u>	DIRECT	
Total	1,204,500	APPEAL	

3. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 173
Lot: 12
Street: 3600 Atlantic Avenue
Year: 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,170,900	N/A	<u>WITHDRAW</u>
Improvements	<u>34,500</u>	DIRECT	
Total	1,204,500	APPEAL	

4. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 173
Lot: 12
Street: 3600 Atlantic Avenue
Year: 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	1,170,900	N/A	641,500
Improvements	<u>34,500</u>	DIRECT	<u>34,500</u>
Total	1,204,500	APPEAL	676,000

5. The parties agree that the total aggregate assessment for tax year 2018 shall be reduced from 1,204,500 to 604,300, and further agree that either party shall have the right to file a tax appeal for the 2018 tax year to obtain a judgment to implement, enforce, effectuate, and/or

confirm the total aggregate assessment agreed upon herein and to obtain a judgment for the Freeze Act for 2019 and 2020.

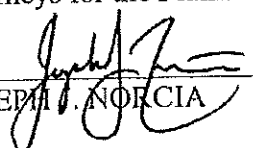
6. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

7. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

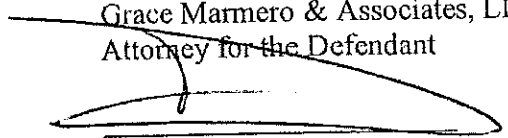
8. The refund will be applied in full against the next occurring future tax payments such that the credit for the refund is applied in full before any future tax is due. The resulting credit shall be calculated to include any and all overpayment of Fire District, Business Improvement District and/or Special Improvement District taxes as a result of this settlement. If applied in such manner, the taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 for the refunds that are due as a result of this settlement.

Date: 2/16/18

Archer & Greiner, P.C.
Attorneys for the Plaintiff


JOSEPH J. NORCIA

Date: 3/27/18


Grace Marmaro & Associates, LLP
Attorney for the Defendant

DOUGLAS M. LONG

EXHIBIT B

10.6%

		<u>\$/SF</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
		26	1.971	2.26	2.287	2.324	2.394	TAX RATE			
			2.091	2.409	2.448	2.484	2.581	SID RATE (BOARDWALK)			
			2.156	2.44	2.47	2.509	2.605	BID RATE (DOWNTOWN)			
179.01	1	3515 ATLANTIC AVE	2,085,700 Withdraw	1,591,100 Withdraw	1,386,900 Withdraw	1,386,900 Withdraw	1,386,900 801,300	801,300 716,400	801,300 716,400	801,300 716,400	801,300 801,300
30,821	26	801,346					585,600 15,114.34	84,900 2,191.27	84,900 2,191.27	84,900 2,191.27	-
187	1.022	3401 ATLANTIC AVE	2,134,600 Withdraw	1,918,400 Withdraw	1,688,500 Withdraw	1,688,500 Withdraw	1,688,500 935,400	935,400 836,200	935,400 836,200	935,400 836,200	935,400 935,400
35,976	26	935,376					753,100 19,437.51	99,200 2,560.35	99,200 2,560.35	99,200 2,560.35	-
173	12	3600 ATLANTIC AVE		1,384,500 Withdraw	1,204,500 Withdraw	1,204,500 Withdraw	1,204,500 676,000	676,000 604,300	676,000 604,300	676,000 604,300	676,000 676,000
26,000	26	676,000					528,500 13,767.43	71,700 1,867.79	71,700 1,867.79	71,700 1,867.79	-

174	1	3601 ATLANTIC AVE						4,166,200	4,166,200	4,166,200	4,166,200
								3,724,600	3,724,600	3,724,600	4,166,200
								441,600	441,600	441,600	-
								11,503.68	11,503.68	11,503.68	-
14	24	134-36 E BENNETT AVE						270,100	270,100	270,100	270,100
								241,500	241,500	241,500	270,100
								28,600	28,600	28,600	-
								684.68	684.68	684.68	-
24	9	235 E BENNETT AVE						297,500	297,500	297,500	297,500
								266,000	266,000	266,000	297,500
								31,500	31,500	31,500	-

127	8	131-33 E ROBERTS AVE	BID RATE (DOWNTOWN)	820.58	820.58	820.58	-
				255,500	255,500	255,500	255,500
				228,400	228,400	228,400	255,500
				27,100	27,100	27,100	-
			BASE RATE	648.77	648.77	648.77	-
137	24	234 E SPENCER AVE		214,000	214,000	214,000	214,000
				191,300	191,300	191,300	214,000
				22,700	22,700	22,700	-
			BID RATE (DOWNTOWN)	591.34	591.34	591.34	-
201	6	3211 PACIFIC AVE		411,000	411,000	411,000	411,000
				367,400	367,400	367,400	411,000
				43,600	43,600	43,600	-
			BID RATE (DOWNTOWN)	1,135.78	1,135.78	1,135.78	-
223	15	329-33 W GLENWOOD AVE		342,000	342,000	342,000	342,000
				305,700	305,700	305,700	342,000
				36,300	36,300	36,300	-
			BASE RATE	869.02	869.02	869.02	-
237	9	317 E MAGNOLIA AVE		429,500	429,500	429,500	429,500
				384,000	384,000	384,000	429,500
				45,500	45,500	45,500	-
			BID RATE (DOWNTOWN)	1,185.28	1,185.28	1,185.28	-
247	1.02 C0003	2700 BOARDWALK		196,700	196,700	196,700	196,700
				175,900	175,900	175,900	196,700
				20,800	20,800	20,800	-
			SID RATE (BOARDWALK)	536.85	536.85	536.85	-
247	1.02 C0004	2700 BOARDWALK		15,000	15,000	15,000	15,000
				13,400	13,400	13,400	15,000
				1,600	1,600	1,600	-
			SID RATE (BOARDWALK)	41.30	41.30	41.30	-
248	1.01	2701 BOARDWALK		4,434,100	4,434,100	4,434,100	4,434,100
				3,964,100	3,964,100	3,964,100	4,434,100
				470,000	470,000	470,000	-
			SID RATE (BOARDWALK)	12,130.70	12,130.70	12,130.70	-
140	1.01	4001 BOARDWALK		2,992,100	2,992,100	2,992,100	2,992,100
				2,674,900	2,674,900	2,674,900	2,992,100
				317,200	317,200	317,200	-
			SID RATE (BOARDWALK)	8,186.93	8,186.93	8,186.93	-
180	1.01	3501 BOARDWALK		7,749,400	7,749,400	7,749,400	7,749,400
				6,928,000	6,928,000	6,928,000	7,749,400
				821,400	821,400	821,400	-
			SID RATE (BOARDWALK)	21,200.33	21,200.33	21,200.33	-
278	1.01	2601 BEACH		780,200	780,200	780,200	780,200
				697,500	697,500	697,500	780,200
				82,700	82,700	82,700	-
			SID RATE (BOARDWALK)	2,134.49	2,134.49	2,134.49	-

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Princeton, NJ 08540
(609) 580-3700

BY: JOSEPH J. NORCIA
ID # 023952012

2701 ASSOCIATES, LLC,

Plaintiff,

v.

CITY OF WILDWOOD,

Defendant.

: TAX COURT OF NEW JERSEY
: DOCKET NOS. 011480-2014, 012004-2015,
: 011709-2016, 010340-2017

:
:
: Civil Action

:
:
: **STIPULATION OF SETTLEMENT**
:
:
:

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block: 137
Lot: 24
Street: 234 E Spencer Ave
Year: 2014-2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	121,000	121,000	
Improvements	<u>93,000</u>	<u>93,000</u>	<u>WITHDRAW</u>
Total	214,000	214,000	

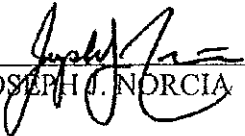
2. The parties agree that the total aggregate assessment for tax year 2018 shall be reduced from 214,000 to 191,300, and further agree that either party shall have the right to file a tax appeal for the 2018 tax year to obtain a judgment to implement, enforce, effectuate, and/or confirm the total aggregate assessment agreed upon herein and to obtain a judgment for the Freeze Act for 2019 and 2020.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

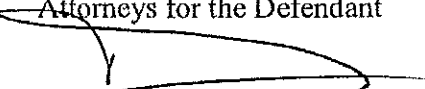
Date: 2/16/18

Archer & Greiner, P.C.
Attorneys for the Plaintiff


JOSEPH J. NORCIA

Grace Marmero & Associates, LLP
Attorneys for the Defendant

Date: 3/27/18


DOUGLAS M. LONG

Mary Bittner

From: Mary Bittner
Sent: Tuesday, March 27, 2018 11:43 AM
To: 'Jason Hesley'; Debbie Savigiano
Cc: dsavigliano@longmarmero.com
Subject: RE: Midtown & 2701 Associates Settlement

Debbie:

redacted

Mary

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260
Direct Dial: (609) 846-2077
Facsimile: (609) 522-8623

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From: Jason Hesley [<mailto:wildwoodassessor@live.com>]
Sent: Tuesday, March 27, 2018 9:48 AM
To: Debbie Savigiano
Cc: Mary Bittner; dsavigliano@longmarmero.com
Subject: Re: Midtown & 2701 Associates Settlement

Debbie,

redacted

Sent from my iPhone

On Mar 27, 2018, at 8:53 AM, Debbie Savigiano <dsavigliano@gracemarmero.com> wrote:

Jason,

It has been 3 weeks since I sent you the stips of settlement for the above-referenced cases for commission approval, followed by a few follow up emails that have gone without response from you. Plaintiff's counsel contacted us again today wanting a status or in the alternative, to know exactly when the commission did or will review the stips. They are losing patience with us. My concern is that they will file a motion to compel settlement.

Please let me know asap whether the city has approved or rejected Plaintiff's stipulations of settlement set to you on March 6, 2018 so that I may advise Plaintiff of same.

Thank you,

Debbie Savigliano

Paralegal for the firm

Grace Marmero & Associates

1117 E. Landis Avenue

Vineland, New Jersey 08360

Office (856) 500-6220

Fax (856) 500-6227

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Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, January 09, 2018 2:18 PM
To: Mary Bittner
Subject: ***PLEASE CALL ME

Mary,

Just called you and got your voice mail. Could you and Jason please call me at 856-500-6220 asap?

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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-----Original Message-----

From: Mary Bittner [mailto:mbittner@wildwoodnj.org]
Sent: Tuesday, January 09, 2018 12:55 PM
To: 'Debbie Savigliano'; 'Jason Hesley'
Cc: bshotts@gracemarmero.com
Subject: RE: 2701 & Midtown v. Wildwood- *****TIME SENSITIVE*****

I'm talking to Jason and Chris Fox and we will have an answer shortly.

Mary

-----Original Message-----

From: Debbie Savigliano [mailto:dsavigliano@gracemarmero.com]

Sent: Tuesday, January 09, 2018 9:34 AM
To: Jason Hesley
Cc: mbittner@wildwoodnj.org; bshotts@gracemarmero.com
Subject: 2701 & Midtown v. Wildwood- *****TIME SENSITIVE*****
Importance: High

Jason,

My apologies in advance, I know you're going through a very difficult time right now. However, our expert reports in the above-referenced cases must be exchanged today. Given your family situation, Plaintiff has already given us two extensions and has indicated they are not willing to give us anymore.

Additionally, as you will see below, Plaintiff's counsel reached out to you last Friday and again yesterday for the proposals you indicated were forthcoming. Please let me know when we can expect receipt of your proposals so that we may advise Plaintiff accordingly.

Finally, with regard to the report exchange, please let us know how to wish to proceed at this time.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties that may be imposed under Federal tax laws or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

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-----Original Message-----

From: Norcia, Joseph J. [mailto:jnorcia@archerlaw.com]
Sent: Monday, January 08, 2018 11:48 AM
To: Jason Hesley
Cc: bshotts@gracemarmero.com; Debbie Savigliano; Gordon, Jeffrey; Genato, Alex Paul
Subject: RE: Appeals (2701 & Midtown v. Wildwood) [IWOV-Archer.FID2775079]

Hi Jason,

Just want to follow up and confirm your proposal.

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
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Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

ARCHER

-----Original Message-----

From: Norcia, Joseph J.
Sent: Friday, January 05, 2018 5:36 PM
To: Jason Hesley <wildwoodassessor@live.com>
Cc: bshotts@gracemarmero.com; Debbie Savigiano <dsavigiano@longmarmero.com>; Gordon, Jeffrey <jgordon@archerlaw.com>; Genato, Alex Paul <agenato@archerlaw.com>
Subject: RE: Appeals (2701 & Midtown v. Wildwood)

Hey Jason,

Following up on this, I didn't see anything come in. Please forward over on Monday.

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
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Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

ARCHER

-----Original Message-----

From: Norcia, Joseph J.
Sent: Thursday, January 04, 2018 4:35 PM
To: Jason Hesley <wildwoodassessor@live.com>
Cc: bshotts@gracemarmero.com; Debbie Savigliano <dsavigliano@longmarmero.com>; Gordon, Jeffrey <jgordon@archerlaw.com>; Genato, Alex Paul <agenato@archerlaw.com>
Subject: RE: Appeals (2701 & Midtown v. Wildwood)

Thanks, Jason.

Best,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
101 Carnegie Center
Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

ARCHER

-----Original Message-----

From: Jason Hesley [mailto:wildwoodassessor@live.com]
Sent: Thursday, January 04, 2018 4:33 PM
To: Norcia, Joseph J. <jnorcia@archerlaw.com>
Cc: bshotts@gracemarmero.com; Debbie Savigliano <dsavigliano@longmarmero.com>
Subject: Appeals

Joe,

I have worked up a proposal on the Morey parking lots.

I will try to get into the office tomorrow to send to you for review.

Jason

Sent from my iPhone

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Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, January 09, 2018 1:07 PM
To: Mary Bittner
Subject: RE: 2701 & Midtown v. Wildwood- ****TIME SENSITIVE****

Thank you Mary

-----Original Message-----

From: Mary Bittner [mailto:mbittner@wildwoodnj.org]
Sent: Tuesday, January 09, 2018 12:55 PM
To: 'Debbie Savigliano'; 'Jason Hesley'
Cc: bshotts@gracemarmero.com
Subject: RE: 2701 & Midtown v. Wildwood- ****TIME SENSITIVE****

I'm talking to Jason and Chris Fox and we will have an answer shortly.

Mary

-----Original Message-----

From: Debbie Savigliano [mailto:dsavigliano@gracemarmero.com]
Sent: Tuesday, January 09, 2018 9:34 AM
To: Jason Hesley
Cc: mbittner@wildwoodnj.org; bshotts@gracemarmero.com
Subject: 2701 & Midtown v. Wildwood- ****TIME SENSITIVE****
Importance: High

Jason,

My apologies in advance, I know you're going through a very difficult time right now. However, our expert reports in the above-referenced cases must be exchanged today. Given your family situation, Plaintiff has already given us two extensions and has indicated they are not willing to give us anymore.

Additionally, as you will see below, Plaintiff's counsel reached out to you last Friday and again yesterday for the proposals you indicated were forthcoming. Please let me know when we can expect receipt of your proposals so that we may advise Plaintiff accordingly.

Finally, with regard to the report exchange, please let us know how to wish to proceed at this time.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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-----Original Message-----

From: Norcia, Joseph J. [mailto:jnorcia@archerlaw.com]

Sent: Monday, January 08, 2018 11:48 AM

To: Jason Hesley

Cc: bshotts@gracemarmero.com; Debbie Savigliano; Gordon, Jeffrey; Genato, Alex Paul

Subject: RE: Appeals (2701 & Midtown v. Wildwood) [IWOV-Archer.FID2775079]

Hi Jason,

Just want to follow up and confirm your proposal.

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
101 Carnegie Center
Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

ARCHER

-----Original Message-----

From: Norcia, Joseph J.

Sent: Friday, January 05, 2018 5:36 PM

To: Jason Hesley <wildwoodassessor@live.com>

Cc: bshotts@gracemarmero.com; Debbie Savigliano <dsavigliano@longmarmero.com>; Gordon, Jeffrey <jgordon@archerlaw.com>; Genato, Alex Paul <agenato@archerlaw.com>

Subject: RE: Appeals (2701 & Midtown v. Wildwood)

Hey Jason,

Following up on this, I didn't see anything come in. Please forward over on Monday.

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
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Princeton, NJ 08540
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Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

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-----Original Message-----

From: Norcia, Joseph J.

Sent: Thursday, January 04, 2018 4:35 PM

To: Jason Hesley <wildwoodassessor@live.com>

Cc: bshotts@gracemarmaro.com; Debbie Savigliano <dsavigliano@longmarmaro.com>; Gordon, Jeffrey <jgordon@archerlaw.com>; Genato, Alex Paul <agenato@archerlaw.com>

Subject: RE: Appeals (2701 & Midtown v. Wildwood)

Thanks, Jason.

Best,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.
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Suite 300
Princeton, NJ 08540
Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com

ARCHER

-----Original Message-----

From: Jason Hesley [mailto:wildwoodassessor@live.com]

Sent: Thursday, January 04, 2018 4:33 PM

To: Norcia, Joseph J. <jnorcia@archerlaw.com>

Cc: bshotts@gracemarmero.com; Debbie Savigliano <dsavigliano@longmarmero.com>

Subject: Appeals

Joe,

I have worked up a proposal on the Morey parking lots.

I will try to get into the office tomorrow to send to you for review.

Jason

Sent from my iPhone

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Mary Bittner

From: Debbie Savigliano <dsavigliano@gracemarmero.com>
Sent: Tuesday, January 02, 2018 10:05 AM
To: Jason Hesley
Cc: bshotts@gracemarmero.com; mbittner@wildwoodnj.org
Subject: FW: Midtown Properties and 2701 Associates [IWOV-Archer.FID2775079]

Jason,

Given your father's failing health, we requested additional time to exchange reports in the two cases referenced above which were scheduled for today. I await a return call from Joe Norcia regarding our requested extension.

Additionally, in his email below Joe requested we coordinate a settlement conference with you and our expert Mr. Bainbridge. I will be happy to coordinate that meeting with your permission. I would assume you need time to review Mr. Bainbridge's reports before agreeing to any settlement conference.

Please advise.

Thank you,

Debbie Savigliano
Paralegal for the firm
Grace Marmero & Associates
1117 E. Landis Avenue
Vineland, New Jersey 08360
Office (856) 500-6220
Fax (856) 500-6227

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From: Norcia, Joseph J. [mailto:jnorcia@archerlaw.com]
Sent: Thursday, December 28, 2017 3:16 PM
To: Jason Hesley; Brian Shotts
Cc: Debbie Savigliano; Gordon, Jeffrey; Kestner, Cory K.
Subject: RE: Midtown Properties and 2701 Associates [IWOV-Archer.FID2775079]

Jason & Brian,

As you know, our appraisals are scheduled for exchange on 12/31/17. I understand you are both out through the New Year. Accordingly, let's plan to exchange on January 2, 2018. Also, let us know when you and your expert will be available to coordinate a settlement conference. It might make sense to do so before your books close.

Thanks and Happy New Year,

Joe

Joseph J. Norcia, Esq.

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Direct Dial: 609-580-3714
Fax: 609-580-3757
jnorcia@archerlaw.com
www.archerlaw.com



From: Jason Hesley [<mailto:wildwoodassessor@live.com>]

Sent: Thursday, December 07, 2017 4:00 PM

To: Norcia, Joseph J. <jnorcia@archerlaw.com>

Subject: Re: Midtown Properties and 2701 Associates [IWOV-Archer.FID2775079]

Joe,

I'm scheduled to receive our report from Paul Bainbridge next week.

Let me get back to you.

Jason

From: Norcia, Joseph J. <jnorcia@archerlaw.com>

Sent: Tuesday, December 5, 2017 3:26 PM

To: Jason Hesley

Cc: Gordon, Jeffrey

Subject: Midtown Properties and 2701 Associates [IWOV-Archer.FID2775079]

Jason,

Any updates with regard to the Morey properties?

Thanks,

Joe

Joseph J. Norcia, Esq.

Archer & Greiner P.C.

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