

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

ORDINANCE NO. 1460

**ORDINANCE OF THE BOROUGH OF WILDWOOD CREST
AMENDING AND SUPPLEMENTING CHAPTER 85 OF THE BOROUGH
OF WILDWOOD CREST LAND USE ORDINANCE TO REGULATE
INSURANCE REQUIREMENTS FOR WIRELESS COMMUNICATION
FACILITIES IN THE PUBLIC RIGHTS-OF-WAY**

WHEREAS, the Borough of Wildwood Crest deems it necessary and appropriate to supplement and amend the Land Use Ordinance of the Borough of Wildwood Crest in order to address insurance requirement issues associated with the construction and deployment of small cell equipment and wireless communications facilities within the public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Borough of Wildwood Crest, in the County of Cape May, New Jersey, as follows:

Section 1. Ordinance Number 1303 adopted June 19, 2019 and a portion thereof being codified in the Code of the Borough of Wildwood Crest at Section 85-2510 is hereby replaced with the following:

§ 85-2510 Insurance; Indemnification.

- A. *Required Coverage and Limits.* Each carrier constructing a facility in the public rights-of-way shall secure and maintain commercial general liability insurance with limits not less than \$2,000,000 for injury or death on one or more persons and damage or destruction in any one occurrence insuring the carrier as named insured and listing the Borough as an additional insured and said policies shall be primary and noncontributory as respects the municipality, its officers, officials, employees and volunteers and shall contain a waiver of subrogation clause.
- B. *Worker's Compensation and employers' liability insurance* meeting statutory limits required under all applicable state laws covering all persons employed, retained or contracted with by Carrier. In addition, the Carrier shall provide a certificate of insurance indicating that the Carrier maintains coverage for Employer's Liability as follows: \$1,000,000 Per Accident, \$1,000,000 Per Employee, and \$1,000,000 Per Policy.
- C. *Automobile Liability Insurance* with a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
- D. All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey, and reasonably acceptable to the Borough. As reviewed and approved by the Borough's Risk Management Consultant.
- E. Each carrier shall be required to name the Borough as an "Additional Insured" on the carrier's policy of commercial general liability and automobile insurance. Carrier shall provide the Borough with a Certificate of Insurance and Endorsement indicating that the insurance coverage as described herein, and as is appropriate for the type of use and hazards present, has been obtained and that the Borough has been designated as an "Additional Insured" where required. The Certificate of

Insurance and Endorsement shall provide that the Borough be given not less than thirty (30) days prior written notice in the event of modification, cancellation, or nonrenewal of the insurance coverage and ten (10) days in the event of non-payment of premium. On or before the renewal date of said policy, carrier shall be required to provide the Borough with a Certificate of Insurance indicating the continuation of insurance coverage.

F. *Copies Required.* The carrier shall provide copy of certificates of insurance reflecting the requirements of this section to the Borough within ten (10) days following zoning approval and prior to obtaining a construction permit.

G. *Indemnification.* Prior to constructing a facility in the public rights-of-way, and as a precondition to the issuance of a permit pursuant to this Article, the carrier shall execute the Master License Agreement, agreeing, among other things, to the fullest extent permitted by law, to save harmless and defend the Borough, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Borough, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of the Agreement or Carrier's use of the Borough's property, including all suits or actions of every kind or description brought against the Borough, either individually or jointly with Carrier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted, or equipment or Facilities installed by Carrier, or through any negligence or alleged negligence in safeguarding Borough property, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Carrier, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the Carrier. The Borough will provide the carrier with prompt, written notice of any claim covered by this indemnification; provided that any failure of the Borough to provide any such notice, or to provide it promptly, shall not relieve the carrier from its indemnification obligation in respect of such claim. The Borough shall cooperate with the carrier in connection with the carrier's defense of such claim. The carrier shall defend the Borough, at the Borough's request, against any claim with counsel of the Borough's choosing that is reasonably satisfactory to the carrier.

Section 2. The remainder of all other sections and subsections of the aforementioned ordinance not specifically amended by this Ordinance shall remain in full force and effect.

Section 3. All other ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 4. If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this ordinance, but shall be confined in its effect to the provision directly involved in the controversy in which such judgment shall have been rendered.

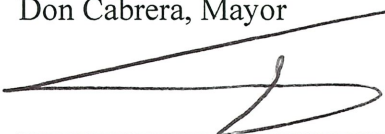
Section 5. This ordinance shall become effective twenty (20) days after final passage and advertisement thereof as required by law.

Section 6. The Cape May County Planning Board and adjoining municipalities shall be provided notice of this proposed ordinance in accordance with N.J.S.A. 40:27-6.10 and N.J.S.A. 40:55D-15. A copy of the effective ordinance shall be filed with the Cape May County Planning Board pursuant to N.J.S.A. 40:55D-16.

Dated: June 25, 2025


Patricia A. Feketics, Borough Clerk


Don Cabrera, Mayor


Joseph Franco, Jr., Commissioner


Joseph Schiff, Commissioner

Introduced: June 11, 2025
Adopted: June 25, 2025