

**AGREEMENT OF CHARTER  
OF  
THE WESLEY LAKE COMMISSION**

THIS AGREEMENT, entered into between the City of Asbury Park and the Township of Neptune, municipal corporations of the State of New Jersey, in the County of Monmouth, for the purposes of establishing an intermunicipal body to be known as the **Wesley Lake Commission**, and for the purposes hereinafter set forth:

WHEREAS, Wesley Lake borders on both municipalities named herein, and is the responsibility of each municipality to the extent each municipality borders on said Wesley Lake, and the municipalities named herein have recognized that there must exist one cooperative body with a continuous existence, to manage the welfare of the lake,

NOW THEREFORE, it is agreed as follows:

**MEMBERSHIP**

1) **The Wesley Lake Commission** shall be comprised of representatives of the Township of Neptune and the City of Asbury Park in accordance with the terms herein set forth, and from such other political subdivisions as may be created by law and which borders on Wesley Lake, and is within the watershed of Wesley Lake provided same becomes a signatory to this agreement.

**JURISDICTION**

2) a. **The Wesley Lake Commission** shall have jurisdiction over the Lake, and its watershed, which is hereby defined as that area between the Atlantic Ocean, the City of Asbury Park and the Township of Neptune, including the area of Neptune Township, known as Ocean Grove.

b. The jurisdiction of the **Wesley Lake Commission** shall be designated on a map attached to this Charter and made a part hereof, and to the extent any portion of this section is inconsistent with said map, said map delineation shall control.

c. Nothing herein shall be deemed to modify any rule of law governing municipality ownership, control and /or rights over flowing waters.

**PURPOSES**

3) **The Wesley Lake Commission** shall have full authority over the maintenance and control and improvement of the lake and its watershed to the extent said authority is not inconsistent with the State of New Jersey, County of Monmouth, or the authority of each bordering municipality in said Lake, and its watershed.

The Commission shall have authority to:

- ocean.
- a. Regulate the flow of said Lake including the flow of said waters to the
  - b. To provide electricity, flood gates, silt traps, chemical testing and other lake management techniques and devices.
  - c. To contract for any and all necessary services in order to carry out the purposes of this Charter, subject to necessary funding being available.
  - d. To provide chemical treatment to said Lake for the control of biological growth and the corrections of any and all biologically harmful conditions.
  - e. To provide for the dredging of said Lake and to enter into any and all agreements to carry out the dredging of Wesley Lake.
  - f. To improve the Lake to a state of balanced ecological stability to the greatest extent possible consistent with contact recreational activity.
  - g. To recommend to each member municipality the adoption of ordinances and rules for the improvement of said Lake, and it's watershed.
  - h. To improve the quality of the water entering Wesley Lake, by the maintenance of the collection system which feeds into Wesley Lake.

#### **EXISTENCE**

- 4) **The Wesley Lake Commission** shall have continual existence until such time as disbanded by approval of all the member municipalities of the Commission.

#### **REPRESENTATION**

- 5) a. The official representatives to the Commission shall be comprised of eleven regular members, constituted as follows:
  1. One elected official from the governing body of each member municipality.
  2. The Township Administrator or City Manager of such municipality or their appointed representative.
  3. The municipal engineer or public works director for each municipality, or other municipal employee appointed by the Governing Body of each municipality.
  4. Two residents from each municipality.
  5. Any other individual appointed by majority vote of the Commission and who shall vote only in the event of a tie, but whose attendance shall be counted in constituting a quorum.
  6. Each member shall be appointed to serve for a term of three years.

b. In addition to the regular members, an alternate member may be designated by each municipality who may attend the meetings of the commission in place of a regular member from that municipality.

c. Each regular member of the Commission shall be entitled to one vote, except for the member described in Paragraph 5 a (5) above, who shall vote only in the event of a tie. An alternate member may cast a vote only in the absence of a regular member from his/her municipality.

#### **MUTUAL COOPERATION**

6) The members of the Commission shall cooperate fully with each other in fulfilling the purposes of this Commission, in the event of a violation of any State statutes, administrative regulations, ordinances, or court orders by a member municipality of this Commission, said member municipality shall immediately abate said violation.

#### **QUORUM**

7) In order to constitute a quorum, at least six of the eleven members must be present at any meeting. Any action taken by the Commission, however, must be approved by a majority of the entire Commission notwithstanding said quorum requirement.

#### **PUBLIC MEETING**

8) a. All regular meetings shall be open to the public who shall have the right to address relevant remarks to the Commission. Said provision, however, shall not affect the right of the Commission to hold executive sessions, which such sessions shall not be open to the public.

b. The Commission shall have one regular meeting a month, which meeting shall be on a date adopted by the Commission by resolution.

c. Special meetings of the Commission may be called by the Chairman upon 48 hours notice of all members. The Chairman shall call a special meeting upon receipt of a written request signed by six or more regular members of the Commission.

d. All official action of the Commission shall be by resolution of the Commission.

#### **OFFICERS**

9). **The Wesley Lake Commission** shall have a chair, vice-chair, treasurer and secretary. Each officer shall serve for a term of one year commencing January 1<sup>st</sup>. The duties of each officer shall be as follows:

a. **CHAIR**, shall be responsible for the management and conduct of all meetings and shall call meetings to order and close all meetings. He/she may exercise full voting power as the representative of his/her municipality.

- b. VICE-CHAIR, shall act in the absence of the chair and shall chair such committees to which he/she may be appointed by the Chair.
- c. TREASURER, shall be responsible for the keeping of all accounts, payment of all bills, verification of debts, and provide a depository for the safe keeping of funds, and further be responsible for the signing of all checks.
- d. SECRETARY, shall be responsible for the keeping of all official records of the Commission.
- e. In addition, the Chair may appoint a Clerk who shall have the duties as prescribed by resolution.
- f. The officers shall have such other duties which may be designated by resolution.

#### BUDGET

10) a. On January first of each year, the Commission shall present to each member municipality a budget which shall have first been adopted by a majority vote of the members of the Commission. Said budget shall be voted upon by each municipality and when adopted by all member municipalities shall then become the final budget for **The Wesley Lake Commission**.

b. The member municipalities of the Commission shall not be obligated to contribute any funds to the Commission until such time as said municipality shall have voted approval of said budget.

c. Each municipality which has adopted said budget shall contribute to **The Wesley Lake Commission**, a proportionate share of the budget upon presentation of a demand for such share by the Commission, (the Commission having first applied all available funds from all other sources to the budget unless such funds are designated for special projects) in accordance with the following formula:

TOWNSHIP OF NEPTUNE of the total budget	50%
CITY OF ASBURY PARK of the total budget	50%

d. Said formula shall apply to all budgeted activity of **The Wesley Lake Commission** and to all other activities of the Commission, including major capital expenditures unless grants for major capital expenditures cannot be obtained from county, state or federal agencies based on said formula.

In the event said formula cannot be used, the proportionate share of each municipality shall be determined by joint negotiation of each member municipality, **The Wesley Lake Commission** and other granting or participating governmental divisions or agencies.

#### PUBLIC BIDDING

11) a. all contracts, agreements, etc. shall be subject to the Statutes of the State of New Jersey, governing public bidding.

b. The Commission shall have the right to adopt emergency resolutions for the appropriation of additional funds, but same must also be adopted by all member municipalities of the Commission.

#### NONLIMITATION

12) Nothing contained herein shall be construed to limit the rights, obligations and duties of the respective municipalities or the rights available to the several municipalities jointly as **The Wesley Lake Commission** under authority of any Statutes of the United States of America or the State of New Jersey.

#### SEVERABILITY

13) In the event any portion of this Agreement shall be adjudicated inconsistent with the laws of the United States of America or the State of New Jersey, said Agreement shall remain in full force and effect to the extent that its remaining portions are consistent with said laws.

#### EFFECTIVE

14) This Agreement shall become effective upon its formal adoption by the member municipalities and upon signature of the officially designated representatives of said municipalities. Said Agreement shall only become effective upon authorized signatures of all of the municipalities designated as members by this Agreement.

#### AUTHORITY

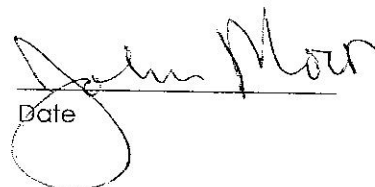
15) This Agreement is entered into under authority of the Statutes of the State of New Jersey governing contracts between municipal corporations.

IN WITNESS WHEREOF, the respective member municipalities have hereto set their hands and caused their official seals to be affixed hereto on the days set forth opposite the respective signatures.

ATTEST:

  
City Clerk

CITY OF ASBURY PARK

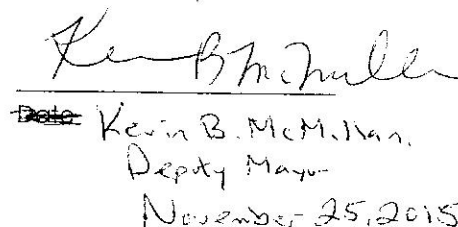
  
Date

2015

ATTEST:

  
Township Clerk

TOWNSHIP OF NEPTUNE

  
~~Date~~ Kevin B. McMullan,  
Deputy Mayor  
November 25, 2015