

BOROUGH OF WEST WILDWOOD

Cape May County, New Jersey

RESOLUTION 2013-001

APPOINTMENT OF BOROUGH SOLICITOR

WHEREAS, the Borough of West Wildwood has the need to engage the services of a Borough Solicitor for the year 2013; and

WHEREAS, the West Wildwood Purchasing Agent has determined that the value of the 2013 Borough Solicitor contract will exceed \$17,500.00 and, therefore, would be subject to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Borough Commission previously determined to utilize the "non-fair and open" process that is described in N.J.S.A. 19:44A-20.5, *et. seq.*, in connection with this contract; and

WHEREAS, Andrew Cafiero of the firm of Cafiero & Balliette has the professional credentials and abilities to perform the services required of the subject contract; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et. seq.*, the subject contract would be a contract for professional services because:

(A) Professional services of the type herein sought are of such a nature as to require a high degree of trust or confidence in the individual providing the service and, in fact, may require the creation of a confidential or fiduciary relationship between that individual and the municipality;

(B) The services required are highly specialized or technical in nature;

(C) The services require peculiar ability or skill, and demand a high degree of specialized knowledge or expertise;

(D) The services are such that their relative worth must be judged by subjective considerations that are not susceptible of valuation by competitive bidding;

(E) The individual or entity who will provide these services has demonstrated competence and particular expertise in the services required;

(F) The individual or entity who will perform these services is held to and fully adheres to, the strict ethical standards that govern the involved profession;

(G) The services include advice to and consultation with the municipality that require both knowledge and judgment on the part of the individual or entity providing services, as well as the confidence of the municipal officials, such that competitive bidding is not feasible or practical;

(H) The services to be provided are such that their nature, scope and duration are not capable of precise measurement, but rather require a flexibility and discretion that render competitive bidding impractical and inefficient; and

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

1) All of the statements of the preamble are incorporated herein by this reference thereto as though the same were set forth at length.

2) Andrew Cafiero, Esquire of the firm of Cafiero & Balliette is appointed Borough Solicitor for 2013 and the mayor and Borough Clerk be and they hereby are authorized to execute on behalf of the Borough of West Wildwood the 2013 Borough Solicitor Contract, a copy of which is annexed as Exhibit "A."

3) The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby is incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.

4) This Resolution shall only be effective when a copy of the certification of availability of funds prepared by the Chief Financial Officer of the Borough is attached hereto.

5) A notice of the letting of this contract shall be published in the City's official newspaper within ten (10) days of the date of this resolution, which notice shall state that this Resolution and the contract are on file and available for public inspection in the Office of the Borough Clerk.

OFFERED BY: Mayor Fox

SECONDED BY: Comm. Golden

Aye	Naye	Abstain	Absent	Aye	Naye	Abstain	Absent
X				X			

ALL IN FAVOR - RESOLUTION ADOPTED

 I. DONALD FREDERICK ^{ACTING} Borough Clerk of the Borough of West Wildwood, in the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Borough Commissioners of the Borough of West Wildwood at a meeting duly held on the two day of January, 2013.

Dated: 1/2/13

Signed: *Donald Frederick*
 Borough Clerk

APPROVED: _____
 Christopher Fox, Mayor

2013-001

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

RESOLUTION 2012-002

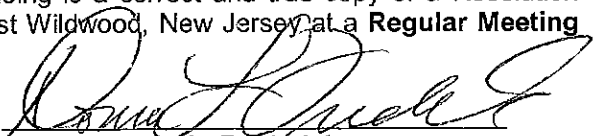
DESIGNATING ORDER OF BUSINESS AT MEETINGS

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

1. Call to Order
2. Pledge of Allegiance to the Flag.
3. Open Public Meeting Act Statement
4. Roll Call
5. Adoption of Minutes of Prior Meeting.
6. Reading and Adopting of Ordinances.
7. Reading and Adopting of Resolutions
8. Motion to Pay Bills
9. Reports of Mayor and Commissioners
10. Public Comments.
11. Adjournment.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey, at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

BOROUGH OF WEST WILDWOOD
COUNTY OF CAPE MAY
NEW JERSEY

RESOLUTION 2013-003

ADOPTION OF A TEMPORARY BUDGET FOR FISCAL YEAR 2013

WHEREAS, the Borough of West Wildwood is authorized under N.J.S.A. 40A:4-19 to adopt a Temporary Budget prior to January 31 of the Fiscal Year in order to provide for any contracts, commitments, or payments which are required to be made during the period between the beginning of the Fiscal Year and the formal adoption of the Fiscal Year Budget; and

WHEREAS the Borough of West Wildwood is authorized to appropriate a sum in said Temporary Budget which shall not exceed 26.25% of the Total Appropriations made for all purposes in the Budget for the preceding Fiscal Year, excluding however, appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey that the attachment statement to this Resolution entitled **Temporary Appropriations – 2013** shall be and is hereby approved in order to meet obligations of any contract, commitment, or payment required to be made between January 01, 2013 and the formal adoption and approval of the Fiscal Year 2013 Budget in accordance with, and as permitted by, the New Jersey Statutes.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick**, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-004

**AUTHORIZING COMMERCIAL UTILITY CONSULTANTS, INC (CUC)
TO REVIEW THE CURRENT MUNICIPALITIES NATURAL GAS AND ELECTRIC COSTS
AND DO A REVERSE ENERGY AUCTION**

WHEREAS, it has come to the attention of the Board of Commissioners that the Borough may cut costs with both the natural gas and electric services provided to the Borough; and

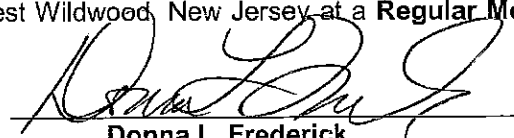
WHEREAS, Commercial Utility Consultants, Inc. representatives attended the Workshop Meeting held on January 2, 2013, and presented detailed information regarding this matter, and the Borough will not be charged any fees for this service by CUC; and

WHEREAS, the Board of Commissioners deem it in the best interest of the Borough for Commercial Utility Consultants, Inc., to conduct a Reverse Energy Auction for both natural gas and electric service.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Commercial Utility Consultants, Inc. is hereby authorized to conduct said auction on behalf of the Borough.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-005

**AUTHORIZING THE BOROUGH ENGINEER TO FILE AN APPLICATION WITH FEMA
FOR PUBLIC ASSISTANCE PROGRAM**

WHEREAS, on October 30, 2012, President Obama approved a Major Disaster Declaration (DR-4086) for the State of New Jersey in response to Hurricane Sandy; and

WHEREAS, the President's action makes Federal grant funding available to local governments in all 21 counties through the Federal Emergency Management Agency (FEMA) for infrastructure repairs, replacement or restoration; and

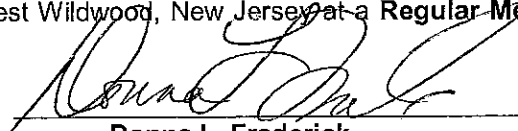
WHEREAS, the Board of Commissioners authorize the Borough Engineer Marc DeBlasio, P.E., of Remington, Vernick & Walberg, to prepare and submit grant applications and support documentation for disaster funding related to Hurricane Sandy through the FEMA Public Assistance (PA) Program; and

WHEREAS, the Borough Engineer shall be paid a sum not to exceed \$2,800.00 for the application process, contingent upon adoption of the final 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough Engineer be and is hereby authorized to file said applications with FEMA.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-006

**AUTHORIZING THE BOROUGH ENGINEER TO FILE AN APPLICATION WITH FEMA
FOR HAZARD MITIGATION GRANT PROGRAM (HMGP)**

WHEREAS, on October 30, 2012, President Obama approved a Major Disaster Declaration (DR-4086) for the State of New Jersey in response to Hurricane Sandy; and

WHEREAS, the President's action makes Federal grant funding available to local governments in all 21 counties through the Federal Emergency Management Agency (FEMA) for Hazard Mitigation Grant Program (HMGP); and

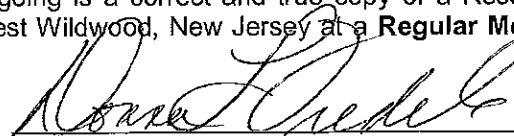
WHEREAS, the Board of Commissioners authorize the Borough Engineer Marc DeBlasio, P.E., of Remington, Vernick & Walberg, to prepare and submit grant applications and support documentation for disaster funding related to Hurricane Sandy through the FEMA ; and

WHEREAS, the Borough Engineer shall be paid a sum not to exceed \$1,200.00 for the application process, contingent upon adoption of the final 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough Engineer be and is hereby authorized to file said applications with FEMA.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-007

**AUTHORIZING THE BOROUGH ENGINEER TO FILE AN APPLICATION WITH
THE COUNTY OF CAPE MAY OFFICE OF ECONOMIC DEVELOPMENT**

WHEREAS, Cape May County Freeholder Will Morey issued correspondence regarding funding through the Cape May County Office of Economic Development. Available to municipalities due to the economic impact to businesses and towns caused by Hurricane Sandy; and

WHEREAS, the Borough Engineer has made the Board of Commissioners aware of this funding at the workshop meeting held on January 2, 2013; and

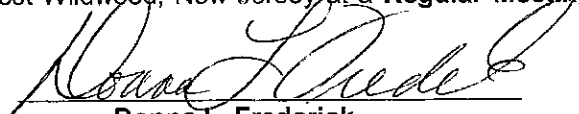
WHEREAS, the Board of Commissioners authorize the Borough Engineer Marc DeBlasio, P.E., of Remington, Vernick & Walberg, to prepare and submit applications and support documentation for funding related to Hurricane Sandy through the Cape May County Office of Economic Development ; and

WHEREAS, the Borough Engineer shall not charge the Borough for preparing this application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough Engineer be and is hereby authorized to prepare and submit said application.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

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

RESOLUTION 2013-008

**AUTHORIZING THE BOROUGH ENGINEER TO FILE AN APPLICATION WITH
THE BUREAU OF COASTAL SHORE PROTECTION FOR FUNDING**

WHEREAS, the Board of Commissioners of the Borough of West Wildwood are seeking funding to do necessary repair and or replacement work on bulkheads throughout the Borough; and

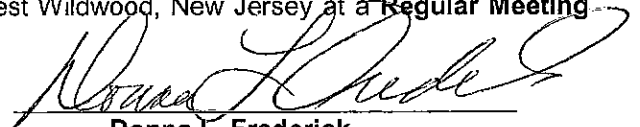
WHEREAS, securing funding for such purposes will be beneficial to all of the residents of the Borough by reducing tidal flooding; and

WHEREAS, the Board of Commissioners authorize the Borough Engineer Marc DeBlasio, P.E., of Remington, Vernick & Walberg, to prepare and submit applications and support documentation for any available funding.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough Engineer be and is hereby authorized to prepare and submit said application.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-009

APPOINTING A PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O.)

WHEREAS, New Jersey Statutes provide that no public work contracts can be awarded nor any moneys paid until the prospective contractor has agreed to contract performance which complies with the approved affirmative action program; and

WHEREAS, the law applies to each political subdivision and agency of the State and includes service and procurement contracts and construction contracts (N.J.A.C. 17:27-1.1); and

WHEREAS, each public agency shall annually designate an officer or employee to serve as its public agency compliance officer (P.A.C.O) (N.J.A.C. 17:27-3.5); and

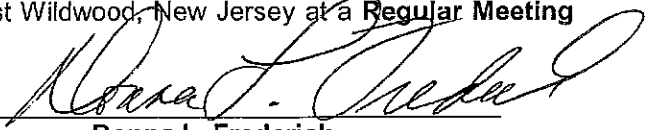
WHEREAS, the officer shall perform the duties prescribed in the Administrative Code, be responsible for ensuring the agencies' compliance with the rules and may perform any other liaison and assistance functions as may be requested by the Affirmative Action Office.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Municipal Clerk be and is hereby designated as the P.A.C.O.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be given to the Department of the Treasury, State Affirmative Action Office, Division of Purchase & Property, 33 W. State St., P.O. Box 206, Trenton, NJ, 08625, by January 10th, 2013.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-010

**AUTHORIZING THE BOROUGH ENGINEER TO PROCEED WITH THE NEPTUNE
AVENUE FEMA MITIGATION PROJECT**

WHEREAS, the Board of Commissioners of the Borough of West Wildwood hired Marc DeBlasio, P.E. of Remington, Vernick & Walberg Engineers to replace VanNote Harvey Engineers; and

WHEREAS, VanNote Harvey Engineers applied for the FEMA Mitigation Grant, and are no longer employed by the Borough; and

WHEREAS, it is in the best interest of the Borough to authorize the current Borough Engineer to oversee this project.

WHEREAS, the Borough Engineer has submitted a budget to perform the engineering and construction observation services for this project as follows:

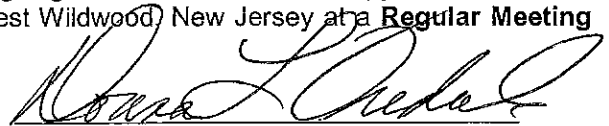
Engineering Services to Include: **\$ 26,600.00**
Survey, Drafting and Engineering Design
Preparation of Contract Documents
Contract and Engineering Administration

Construction Observation Services: **\$ 29,400.00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough Engineer be and is hereby authorized to proceed with the Neptune Avenue FEMA Mitigation Project.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-011

**AUTHORIZING AN EXTENSION OF INTER-LOCAL SERVICE AGREEMENT WITH
THE MIDDLE TOWNSHIP FOR ANIMAL CONTROL SERVICES**

WHEREAS, an inter-local agreement between the Borough of West Wildwood and the Township of Middle for Animal Control Services expired as of December 31, 2012; and

WHEREAS, the State of New Jersey requires that the Borough maintain an Animal Control Officer; and

WHEREAS, the Township of Middle has agreed to extend the inter-local service agreement until March 31, 2013 at the same rate, with a 90 day notice of cancellation; and

WHEREAS, the Board of Commissioners deem it is in the best interest of the Residents to continue with the professional service the Township of Middle has provided in the past.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Township of Middle be and is hereby designated as the provider of Animal Control Services for the Borough of West Wildwood.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to the Township of Middle Municipal Clerk.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey, at a ~~Regular Meeting~~ held on **January 4, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

RESOLUTION
41-13

Date: January 3, 2013

Subject: RATIFY SHARED SERVICES AGREEMENT WITH BOROUGH OF WEST
WILDWOOD FOR ANIMAL CONTROL SERVICES

Introduced By: Mayor Lockwood

Seconded By: Committeemember Donohue

Vote-Aye: Committeemember DeLanzo, Committeemember Donohue, Mayor Lockwood

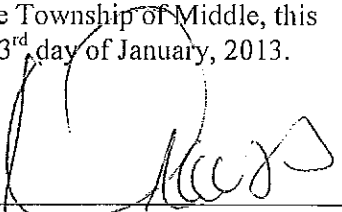
Nay:

BE IT RESOLVED by the Township Committee of the Township of Middle, the governing body thereof, that the Shared Services Agreement between the Borough of West Wildwood and the Township of Middle for Animal Control Services effective January 1, 2013 through March 31, 2013, be and is hereby ratified.

FURTHER RESOLVED, that the appropriate officials are hereby authorized and directed to sign said agreement.

I, Kimberly Krauss, Clerk of the Township of Middle, Cape May County, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting of said Middle Township Committee, held on January 3, 2013 and said Resolution was adopted by not less than a two-thirds vote of the members of the Township Committee.

Witness my hand and seal of
the Township of Middle, this
3rd day of January, 2013.



Kimberly Krauss, Township Clerk

**SHARED SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE
TOWNSHIP OF MIDDLE
FOR
ANIMAL CONTROL SERVICES
PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40A:65-1 ET SEQ.**

THIS AGREEMENT dated this 1st day of January 2013, by and between the Borough of West Wildwood a Municipal Corporation of the State of New Jersey, hereinafter referred to as "West Wildwood " and the Township of Middle, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Middle."

WHEREAS, N.J.S.A. 40A:65-4 authorizes municipalities to enter into an Agreement for the exchange of Shared Services pursuant to the provisions of that statute known as the "Shared Services Act," and

WHEREAS, Middle has certain equipment and personnel available to service the limited and specific needs of West Wildwood relating to Animal Control Services for the years commencing January 1, 2013 through March 31, 2013.

WHEREAS, West Wildwood has the need to utilize such equipment and services available by Middle for the aforesaid period of time; and

WHEREAS, each respective municipality has determined through its governing body that the exchange of such services is fair and equitable, shall serve to save each respective municipality substantial sums of money and serve the best interests and the health and welfare for each of the respective communities.

FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1 et. seq. the parties agree as follows:

NATURE AND EXTENT OF SERVICES TO BE PERFORMED

Middle shall furnish a licensed Animal Control Officer hereinafter "Officer" and such other part time Officers, as Middle shall, in its reasonable discretion, determine to be necessary to fulfill the obligations of this Agreement. Middle Township now has three licensed Animal Control Officers, all of which are Middle Township employees. Middle Township will maintain a schedule of which Animal Control Officer is on duty at any given time. The full time Animal Control Officer shall be responsible for keeping the schedule and providing a copy of that schedule to the Police Department of the Municipalities covered by this Agreement. Middle Township Administration shall also have a copy of the schedule on a monthly basis. In addition to the above, Middle shall furnish suitable transportation and adequate equipment necessary to implement the scope of services of any intent of this Agreement and in compliance with all applicable ordinances and laws and regulations.

The duties of the Officer shall include upon an as needed basis, the following:

- (a) Canvas, tour, inspect, patrol and respond to specific requests as many times as may be necessary to remove and maintain an area free of stray and unleashed dogs and other animals with the exception of cats, the latter to be addressed in accordance with the provision of the ordinance of each respective municipality.
- (b) Provide such other animal related services as are usual and customary or otherwise required by Municipal Ordinance or by statute or regulation.

REQUEST FOR SERVICE

The manner of initiating a request for services of the Officer shall be communicated through the respective police department. The Officer shall carry a cell phone and that number, as well as any other number or location at which the Officer can be reached, shall be provided to the West Wildwood City Police. When requesting a response, the West Wildwood City Police shall provide a description of the service requested and any special instructions including a telephone number or a specific frequency upon which the Officer can communicate with the department. The Officer will report to the West Wildwood City Police of the respective municipality utilizing the same upon commencing and terminating his duties in that municipality by whatever means of communication the Officer is authorized to use.

In the event that two or more requests for assistance are received simultaneously, the Officer shall use his/her best judgment to determine which request has priority based upon his/her understanding of an evaluation of the circumstances involved with each particular request and the emergent nature of each request. There will only be one Animal Control Officer scheduled to work at any given time during the life of this Agreement. The additional licensed Animal Control Officers are substitutes in the event the full time Officer is not available for work through the posted schedule.

HOURS OF OPERATION

The Officer shall only respond upon an "as needed" basis when on duty unless further modified and revised by mutual agreement pursuant to the appropriate officials of the governing bodies of each of the municipalities. In addition to the above, the Officer shall be available for emergency calls on evenings, weekends and holidays.

FACILITY: IMPOUNDED ANIMALS, BIRDS AND REPTILES

It is understood that all municipalities participate with the Cape May County Animal Shelter Program. The Cape May County Animal Shelter is the first point of contact for housing animals, birds and reptiles that have been retrieved under this agreement. In the event that the Cape May County Animal Control Shelter is not available, then at the discretion of the officer, all impounded animals, birds and reptiles shall be taken to a licensed veterinarian if needed, or to a licensed animal shelter, operated and maintained in accordance with the laws of the State of New Jersey. The animal shelter shall have the capacity to humanely confine, house, care, and as needed, use a legally accepted humane method of euthanasia upon animals. West Wildwood shall be responsible for all fees incurred thereby.

COST OF SERVICE

In consideration for the afore described Animal Control Services, West Wildwood shall pay to Middle Township from January 1, 2013 through March 31, 2013 an hourly rate of Seventy Seven (\$77.60) Dollars and Sixty Cents. Payments for services provided under this Agreement shall be made to the Township of Middle within 30 days of being billed for said services.

The Borough of West Wildwood shall be charged from the time the Animal Control Officer leaves to answer the call until his return to the Township Police Department.

RECORDS

Middle Township will maintain a record of all animal services and copies of such records will be provided to West Wildwood upon request.

INSURANCE, INDEMNIFICATION

Each party represents that it is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "JIF" and each party agrees to provide, relative to the use of its equipment and personnel in the other municipality, the following minimum insurance coverage:

- (a) \$1,000,000.00 bodily injury and property damage for general and automobile liability.
- (b) Vehicle physical damage coverage upon the municipalities' respective vehicles.
- (c) Statutory workers compensation coverage.
- (d) Such other specialized coverage as the parties may otherwise agree.

Each party further agrees to hold the other harmless for its acts or omissions falling within the scope of the above operations and services provided, caused in part or in whole by either the employees or the equipment owned, operated and controlled by each respective municipality.

Each party represents and acknowledges that it has served notice of this proposed agreement upon its appropriate insurance carriers and "JIF."

TERMINATION DATE

This Shared Agreement will expire March 31, 2013. If the Township of Middle decides to dissolve said services the township shall provide a 90 day notice prior to termination of this contract.

At such time as the County of Cape May establishes a countywide program of animal control, either party may void this Agreement

REGIONAL EFFICIENCY PROGRAM

Each party to this Agreement shall be responsible for completing in a timely fashion all reports and/or applications pertaining to the Regional Efficiency Aid Program. The Regional Aid Program (R.E.A.P.) is used to provide property tax relief for the providers and the recipients of services through the Shared/Shared Services Agreements. The relief requested from the State of New Jersey will be received by the provider and/or recipient as determined by R.E.A.P., financial benefits are not to be used in determining the cost of services within this Agreement.

EFFECTIVE DATE

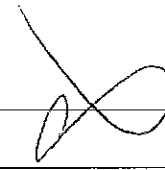
The effective date of this Agreement is January 1, 2013 or the earliest date following the adoption of the appropriate legislation by each respective municipality.

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

ATTEST:


Acting Municipal Clerk, Donna L. Frederick

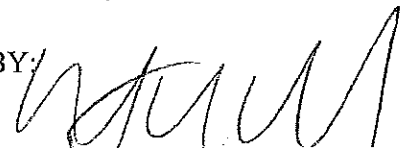
BY:


Mayor Christopher J. Fox

ATTEST:


Municipal Clerk, Kimberly Krauss

BY:


Mayor Daniel D. Lockwood

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

**RESOLUTION 2013-012
ESTABLISHING INTEREST RATE AND GRACE PERIOD
FOR TAX AND SEWER COLLECTION FOR CY2013**

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

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, that for CY2013 the rate of interest on unpaid taxes and assessments shall be eight percent per annum on the first One Thousand Five Hundred (\$1,500.00) Dollars of delinquency and 18 percent per annum on any amount in excess of One Thousand Five Hundred (\$1,500.00) to be calculated from the date the tax was payable until the date of actual payment, provided that no interest shall be charged if payment of any installment is made on or before the tenth calendar day following the date upon which the same became payable; and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; and

BE IT FURTHER RESOLVED that the rate of interest for CY2013 on unpaid sewer bills shall be eight percent per annum up to One Thousand Five Hundred (\$1,500.00) Dollars of delinquency and 18 percent per annum on any amount in excess of One Thousand Five Hundred (\$1,500.00) Dollars to be calculated from the date the bill was payable until the date of actual payment, provided that no interest shall be charged if payment of any installment is made on or before the tenth calendar day following the date upon which the same became payable. and allows an additional penalty of 6% be collected against a delinquency in excess of \$10,000 on properties that fail to pay the delinquency prior to the end of the calendar year; and

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

	Motion	Second	Yes	No	Abstain
Mayor Christopher J. Fox			X		
Commissioner Scott W. Golden		X	X		
Commissioner Cornelius J. Maxwell	X		X		

I, **Donna L. Frederick**, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a Regular Meeting held on January 4, 2013.



**DONNA L. FREDERICK
ACTING MUNICIPAL CLERK**

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

RESOLUTION 2013 - 013

AUTHORIZING 911 DISPATCH SERVICES

WHEREAS, the current inter-local agreement for 911 Dispatch Services with the Borough of Wildwood Crest expires on December 31, 2012 effective midnight; and

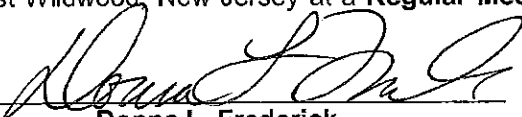
WHEREAS, a letter of intent between the Borough of West Wildwood and the City of Wildwood for said services was executed on December 18, 2012 confirming that on midnight of January 1, 2013 the City of Wildwood Police Department will be taking over all 911 and dispatching services for the Borough of West Wildwood; and

WHEREAS, both Municipalities will enter into an inter-local agreement with the following terms. Commencing January 1, 2013 at midnight and expires on December 31, 2017, the Borough of West Wildwood will pay the City of Wildwood the sum of \$35,000.00 per year payable in two installments, on or before April 15, and \$17,500.00 on or before September 15 of each year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, State of New Jersey, that the Mayor is hereby authorized to enter into an inter-local agreement with the City of Wildwood for said services and that a copy of the signed agreement will be affixed hereto.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

CITY OF WILDWOOD
Cape May County, New Jersey

ORDINANCE NO. 955-13

AN ORDINANCE ESTABLISHING A SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD
AND CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40:8A:1 ET SEQ. KNOWN AS THE UNIFORM SHARED SERVICES
ACT AND CONSOLIDATION ACT RE: POLICE DISPATCH.

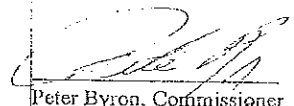
WHEREAS, N.J.S.A. 40:8A:1 et seq. the Inter-local Services Act, authorized municipalities to enter into Agreements with other municipalities for the joint provisions within their jurisdictions of services which any of the parties on whose behalf such services are to be performed may legally perform for itself; and

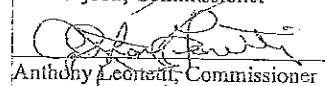
WHEREAS, the City of Wildwood and Borough of West Wildwood deemed it appropriate and economically beneficial to enter into such an Agreement of services pertaining to Police Dispatch for the year 2013.

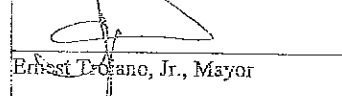
NOW THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the City of Wildwood County of Cape May and State of New Jersey, the Governing Body thereof, that they hereby authorize and direct the Mayor and City Clerk to execute an Inter-local Services Agreement with the Borough of West Wildwood for Dispatch in the annual amount of \$35,000.00; and

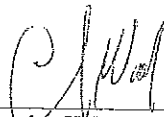
BE IT FURTHER ORDAINED, that the term of this Agreement is for one (1) year, commencing January 1, 2013 and expiring December 31, 2013, and that all services to be provided by the City of Wildwood to the Borough of West Wildwood, along with the fees due to the City of Wildwood for providing these services, are outlined in the Agreement which is annexed hereto and made a part hereof.

BE IT FURTHER ORDAINED, this Ordinance shall become effective immediately upon final passage and publication, according to law.

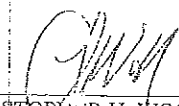

Peter Byron, Commissioner


Anthony Leonard, Commissioner


Ernest DeGano, Jr., Mayor

Attest: 
Christopher H. Wood, City Clerk
or
Karen M. Gose, Deputy City Clerk

The above ordinance was introduced and passed first reading on February 13, 2013.
Second Reading/Public Hearing on the above ordinance was held on March 13, 2013.
The above ordinance passed second reading on March 13, 2013.


CHRISTOPHER H. WOOD, CITY CLERK

INTER-LOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF WEST WILDWOOD
AND CITY OF WILDWOOD PURSUANT TO THE PROVISIONS OF
N.J.S.A. 40:8A-1 ET SEQ KNOWN AS THE INTERLOCAL SERVICES ACT.

THIS AGREEMENT dated this 13th day of March, 2013 by and between Borough of West Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" and the City of Wildwood, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, N.J.S.A. 40:8A-3 authorized municipalities to enter into an agreement for the exchange of inter-local services pursuant to the provisions of the statute known as the "Inter-local Services Act"; and

WHEREAS, the City has equipment and personnel available to service the limited and specific needs of the Borough relating to year round Police Dispatch for the year 2013; and

WHEREAS, the Borough of West Wildwood needs these services for their respective residents and visitors; and

WHEREAS, each respective municipality has determined through its governing body that the exchange of money and services is fair and equitable, and shall serve to save each respective municipality substantial sums of money and serve the best interests and for the exchange of mutual covenants and conditions and such other considerations as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40:8A-1 et seq.

WHEREAS, the Borough of West Wildwood will pay to the City of Wildwood \$35,000.00 for the services for the year 2013.

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

BE IT FURTHER RESOLVED, that should this Inter-local Services Agreement be cancelled by either party, the Limited Automatic Fire Response shall also be cancelled; and

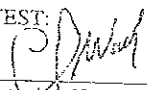
BE IT FURTHER RESOLVED, that this Contract shall be deemed to have commenced on January 31, 2013 and shall terminate on December 31, 2013, unless early termination is agreed to by both parties with ninety (90) days' notice. The parties shall have the right to extend this Agreement by mutual consent, with the appropriate municipal approval acquired by law or, upon termination, renegotiate terms for subsequent agreements, with the appropriate municipal approval as required by law; and

BE IT FURTHER RESOLVED, that it is recognized by both parties that the City of Wildwood and the Borough of West Wildwood are self-insured and, as such, both are participants in the Atlantic County Municipal Joint Insurance Fund (JIF) and that final approval of this Contract is subject to acknowledgement by the JIF that the services as provided for in this Contract are insurable by the Joint Insurance Fund as to both municipalities with any dispute involving this Agreement which cannot be amicably resolved between the parties shall be adjudicated through binding arbitration; and

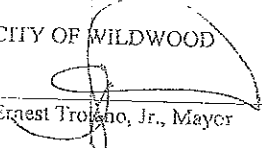
IN WITNESS WHEREOF, the parties have hereunto caused their proper officers to sign their respective municipal seals to be affixed hereto on the dates indicated below.

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

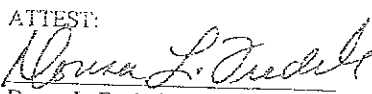
ATTEST:


Christopher H. Wood, City Clerk

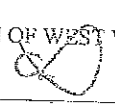
CITY OF WILDWOOD


Ernest Troiano, Jr., Mayor

ATTEST:


Donna L. Frederick, Borough Clerk
ACTING

BOROUGH OF WEST WILDWOOD


Christopher J. Fox, Mayor

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

RESOLUTION 2013-014

APPOINTMENT OF LPS INFORMATION COORDINATORS

WHEREAS, Governor Christie has reorganized the former Council on Affordable Housing (COAH) and transferred all of its functions to the Department of Community Affairs Local Planning Services (LPS); and

WHEREAS, it is necessary to provide the LPS with primary and secondary contacts on behalf of the Municipality in this regard

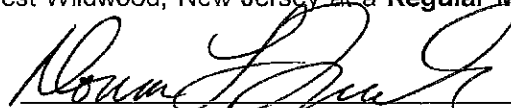
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey, that the Municipal Clerk shall be the designated Primary Contact with the LPS with regard to the receipt and distribution of information with the LPS; and

BE IT FURTHER RESOLVED that the Deputy Clerk shall be designated as the Secondary Contact with regard to receipt and information with the LPS; and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby directed to execute any and all forms and documents effectuating this contact information and transmit same to the Local Planning Services of the N.J. Division of Community Affairs.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013 - 015

**CANCELLATION OF 2012 TAX AND/OR SEWER
BALANCES OF \$5.00 OR LESS**

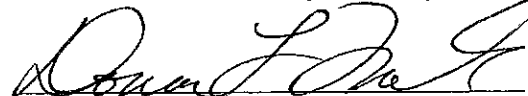
WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of property tax overpayments or delinquent amounts of five (5) dollars or less; and

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

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

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **January 4, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

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

RESOLUTION 2013-016

AUTHORIZING THE CANCELLATION OF CHECKS ONE YEAR OR OLDER

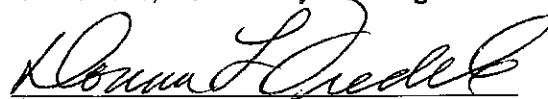
WHEREAS, the Board of Commissioners of the Borough of West Wildwood deem it in the best interest of the Borough to void all outstanding checks.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Acting Chief Financial Officer be and is hereby authorized to void the following checks issued against Borough of West Wildwood's various Accounts at Crest Savings Bank:

<u>Check #</u>	<u>Account Number</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Amount</u>
Various	541004647	2010 & Prior	Various	\$10,696.71
8904	541004647	03/03/2011	ABS Electric	\$ 695.00
8965	541004647	04/11/2011	State of New Jersey	\$ 35.00
9309	541004647	12/02/2011	Radio Shack	\$ 25.98
1155	541004605	03/08/2010	NJ DEP	\$ 250.00
1077	541004639	08/29/2011	State of New Jersey	\$ 33.60
Various	541004613	2010 & Prior	Various	\$ 100.00
				<u>\$11,836.29</u>

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick**, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-017

**A RESOLUTION APPOINTING CERTAIN MUNICIPAL REPRESENTATIVES TO THE
ATLANTIC COUNTY JOINT INSURANCE FUND**

WHEREAS, the Borough of West Wildwood Resolution 2012-053 provided an updated listing of the Municipal Representatives to Atlantic County Joint Insurance Fund; and


WHEREAS, certain representative positions are to be changed as follows:

Alternate Fund Commissioner.....Christopher Ridings
Claims Coordinator.....Christopher Ridings

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood that a copy of this Resolution be forwarded to Joseph Meola, of the J. Byrne Agency to submit to JIF.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-018

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD
PERTAINING TO LOAN OF SURPLUS MOTOR VEHICLES**

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et. seq.*, authorized municipalities to enter into agreements for the exchange of Interlocal Services; and

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

WHEREAS, the United States makes available to state, county and local government agencies, through the General Service Administration, federal surplus property; and

WHEREAS, the City of Wildwood obtained such federal surplus property consisting of the motor vehicle that are scheduled on and described in Exhibit "A"; and

WHEREAS, the motor vehicle that is scheduled in Exhibit "A" is to be used by the Borough of West Wildwood Public Works Department and/or the Borough of West Wildwood Office of Emergency Management; and

WHEREAS, the regulations governing the federal surplus property program require that the vehicle scheduled in Exhibit "A" be placed into service for their intended use within one year of acquisition by the state, county or local government agency; and

WHEREAS, the regulations governing the federal surplus property program also provide that, for a period of eighteen months after the acquired property is placed into service, the City of Wildwood is restricted from transferring title to the property, and, if during those eighteen months, the acquired property ceased to be used for its intended purpose, title to the property reverts to the State of New Jersey; and

WHEREAS, the City of Wildwood does not presently have a need for the vehicle scheduled in Exhibit "A", but the Borough of West Wildwood does have a need for said vehicle; and

WHEREAS, the City of Wildwood is not restricted from loaning the vehicle scheduled in Exhibit "A" to the Borough of West Wildwood.

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

- 1.) All of the statements of the preamble are repeated and incorporated herein by this reference thereto as though the same were set forth at length.
- 2.) The Mayor and Acting Municipal Clerk are authorized to execute, on behalf of the Borough of West Wildwood, a Shared Services Agreement for the loan of the surplus vehicle in the form annexed as Exhibit "A".
- 3.) This Resolution shall be contingent upon the adoption of a similar resolution by the governing body of the City of Wildwood.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.

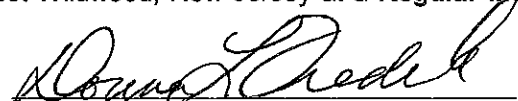

 Donna L. Frederick
 Acting Municipal Clerk

EXHIBIT "A"

<u>MAKE</u>	<u>MODEL</u>	<u>TYPE</u>	<u>SERIAL</u>	<u>MILEAGE</u>
American General	M5 6x6 M29	Truck, Dump	C529-00464	53966

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

RESOLUTION 2013-019

**AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO REFUND MONIES PAID BY
THOMAS A. HARLEY**

WHEREAS, Thomas A. Harley paid the Borough of West Wildwood \$ 2,486.40 on behalf of his son, Andrew Harley; and

WHEREAS, pursuant to documents from the Superior Court of New Jersey, County of Cape May, Law Division, Civil Action, Docket No. L-000517-09, Borough of West Wildwood v. (specifically) Andrew Harley, notice of voluntary dismissal with prejudice as to Andrew Harley only, having been resolved by both parties; and

WHEREAS, the Clerk, Superior Court of New Jersey was authorized to dismiss this action against Andrew Harley, pursuant to R. 4:37-1, with prejudice and without costs.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, New Jersey, that Acting CFO Elaine Crowley is hereby authorized to return the sum of \$ 2,486.40 to Thomas A. Harley.

BE IT FURTHER RESOLVED that a copy of the letter from Guccio, Pepper, DeSanto & Ruth, P.A., Attorneys for Plaintiff, Borough of West Wildwood, along with supporting documentation of the amount paid by Thomas A. Harley, be attached to this resolution.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-020

**APPOINTING KENNETH HOWELL FROM CLASS II OFFICER
TO FULL TIME PATROLMAN ON THE
WEST WILDWOOD POLICE DEPARTMENT**

WHEREAS, it has been determined by the Director of Public Safety, in consultation with the Chief of Police, that there is a need to hire a full time patrolman; and

WHEREAS, the Ordinances of the Borough of West Wildwood establish the full time position of patrolman; and

WHEREAS, Kenneth Howell is currently employed by the West Wildwood Police Department as a Class II Officer and has demonstrated his skills and abilities while employed with the Department; and

WHEREAS, it is deemed in the best interest of the Borough to appoint Kenneth Howell to full time patrolman.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, New Jersey, that Kenneth Howell be and is hereby appointed as a full time patrolman for the West Wildwood Police Department.

BE IT FURTHER RESOLVED that a Patrolman Kenneth Howell be and is hereby authorized to carryout all of the duties, functions and responsibilities of patrolman as allowed by New Jersey Statutes, Titles and Ordinances and Resolutions of the Borough of West Wildwood, New Jersey.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-021

**A RESOLUTION ACKNOWLEDGING THE CURRENT ROSTER
OF ACTIVE FIREFIGHTERS, LADIES AUXILIARY MEMBERS AND
JUNIOR FIREFIGHTERS OF THE WEST WILDWOOD VOLUNTEER FIRE COMPANY**

WHEREAS, it has been determined during Safety Meetings with representative Joseph Meola, of J. Byrne Agency (JIF Consultant), that the Borough of West Wildwood should maintain a current roster of all of the active members of the West Wildwood Volunteer Fire Company, including the Ladies Auxiliary and the Junior Firefighters; and

WHEREAS, the Chief of the West Wildwood Volunteer Fire Company has provided a list in a letter dated January 30, 2013, to the Acting Municipal Clerk; and

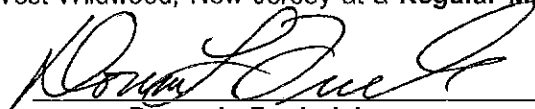
WHEREAS, the Board of Commissioners deem it is in the best interest of all concerned to maintain this roster on file with the Municipal Clerk.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners, of the Borough of West Wildwood, County of Cape May, New Jersey, that the Borough acknowledges those members provided by the Chief of the West Wildwood Volunteer Fire Company, and thank them for their selfless volunteer service on behalf of all of the residents.

BE IT FURTHER RESOLVED that the clerk is authorized to provide a copy of this Resolution to the Chief of the West Wildwood Volunteer Fire Company, and attach a copy of the roster to this Resolution.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.



Donna L. Frederick
Acting Municipal Clerk



West Wildwood Vol. Fire Company

PO Box 1160
West Wildwood, NJ 08260
(609) 729-4510



Donna Frederick
Borough Clerk
Borough of West Wildwood

30 January 2013

Donna,
Here is the current roster of Active Firefighter, Ladies Auxiliary members, Junior Firefighter.
Any questions, please feel free to contact me.

Sincerely,

Bill Cripps
Fire Chief

Active Firefighters

Ryan Alberstson
James Baltuskonis
John C. Baukus
Timothy Broadbent
John Broadbent
Elizabeth Christopher
Matthew Christopher
Anthony Cole
David Daniels
James Dodd
Robert Feltwell
Adam Feltwell
Joshua Giberson
Nick Herman Jr.
Michael Kutas
Bradley Ladislaw
Sandra LaMonaca
Anthony Lopizzo
Cornelius Maxwell
Ronald McGowan Jr.
Carl O'Hala
Leon Woodruff

Ladies Auxiliary

Kathleen Babel
Anne Broadbent
Suzan Broadbent
Candy Christensen
Rita Durst
Ginger Feltwell
Mary Golden
Becky Herman
Donna Howard
Missy Lauriello
Chris Mullholland
Betty O'Hala
Lori Perloff
Joan Shultz
Maureen Smith
Elaine Szymkowiak
Dotty Tomlin

Junior Firefighter

Dara Baker
Christina Sacco

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

RESOLUTION 2013-022

**A RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD
TO ADVERTISE A REQUEST FOR PROPOSALS (RFP)
FOR CURBSIDE PICKUP AND REMOVAL OF RECYCLABLE
METALS AND FREON CONTAINING APPLIANCES**

WHEREAS, the Board of Commissioners deem it in the best interest of the Borough to solicit proposals for the curbside pickup and removal of recyclable metals and Freon (CFC) containing appliances; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioner of the Borough of West Wildwood, County of Cape May, State of New Jersey, that the Acting Municipal Clerk is hereby authorized to advertise for said proposals.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.



**Donna L. Frederick
Acting Municipal Clerk**

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

RESOLUTION 2013-023

**AUTHORIZING A MANAGED SERVICES AGREEMENT BETWEEN
THE BOROUGH OF WEST WILDWOOD AND ACA COMPUTERS, INC.**

WHEREAS, ACA Computers, Inc. is in the business of developing, marketing and selling information technology services including consulting, managed and data center services offerings, and ACA Computers is willing to provide certain maintenance and support ("Service") to the Borough of West Wildwood for the hardware and software at the Borough of West Wildwood's physical address, 701 W. Glenwood Avenue, West Wildwood, NJ; and

WHEREAS, ACA Computers, Inc., is a New Jersey Corporation with its principal place of business located at 210 West Front Street, Suite 103, Red Bank, NJ 07701 ("ACA Computers") and with an electronic mail address of acahq@acacomputers.com; and

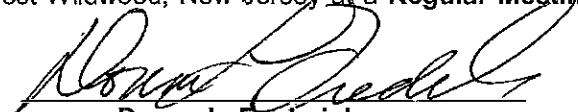
WHEREAS, the Board of Commissioners of the Borough of West Wildwood desire to enter into a Managed Service Agreement with ACA Computers, Inc., commencing February 1, 2013, upon the properly executed Acceptance of Managed Service Agreement, for a term of 12 months, in the amount of \$2750.00 per month.

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute the Managed Services Agreement with ACA Computers.

BE IT FURTHER RESOLVED that a full copy of the executed Managed Services Agreement and Certification of Availability of Funds (contingent upon the final passage of the 2013 budget) be attached to this Resolution.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a Regular Meeting held on February 1, 2013.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-023

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THE BOROUGH OF WEST WILDWOOD AND ACA COMPUTERS, INC.**

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WHEREAS, ACA Computers, Inc., is a New Jersey Corporation with its principal place of business located at 210 West Front Street, Suite 103, Red Bank, NJ 07701 ("ACA Computers") and with an electronic mail address of acahq@acacomputers.com; and

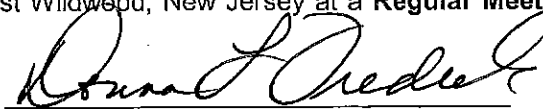
WHEREAS, the Board of Commissioners of the Borough of West Wildwood desire to enter into a Managed Service Agreement with ACA Computers, Inc., commencing February 1, 2013, upon the properly executed Acceptance of Managed Service Agreement, for a term of 12 months, in the amount of \$2750.00 per month.

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute the Managed Services Agreement with ACA Computers.

BE IT FURTHER RESOLVED that a full copy of the executed Managed Services Agreement and Certification of Availability of Funds (contingent upon the final passage of the 2013 budget) be attached to this Resolution.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 1, 2013**.



Donna L. Frederick
Acting Municipal Clerk

CERTIFICATION OF AVAILABILITY OF FUNDS

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

TO: ACA COMPUTERS INC.

FOR: MANAGE SERVICE AGREEMENT – COMPUTER TECHNOLOGY SERVICE

IN THE AMOUNT OF: \$33,000.00

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

AMOUNT: \$33,000.00

ACCOUNT(S) 3-01-20-100-028

TOTAL AMOUNT OF CONTACT: \$33,000.00

Amount Certified by this Certification: \$33,000.00

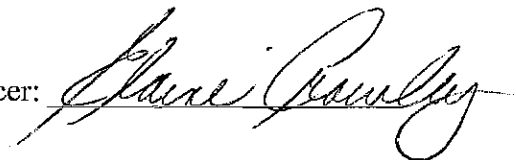
_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: February 1, 2013

Acting Chief Financial Officer:



Resolution # 2013-023



MANAGED SERVICES AGREEMENT

ACA COMPUTERS, INC. MANAGED SERVICES AGREEMENT

This Managed Services Agreement made as of ~~2/1/2013~~ (the "Effective Date"), between ACA Computers, Inc., a New Jersey Corporation with its principal place of business located at 210 West Front Street, Suite 103, Red Bank, NJ 07701 ("ACA Computers") and with an electronic mail address of acahq@acacomputers.com and Borough of West Wildwood, a [corporation, limited liability company or other applicable entity], with its principal place of business located at and with an electronic mail address at 701 West Glenwood Avenue West Wildwood, NJ 08701 ("Client").

WITNESSETH:

WHEREAS, ACA Computers is in the business of developing, marketing and selling information technology services including consulting, managed and data center service offerings, and ACA Computers is willing to provide certain maintenance and support ("Service") to Client for the hardware and software at the Location set forth above;

WHEREAS, Client desires to purchase certain of such service offerings as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS

Initially capitalized terms shall have the following meanings or the meanings assigned to them in the other Sections of this Agreement.

- "Agent" means a software component that is installed on Client PCs and servers for the purpose of ACA Computers remote monitoring and management of equipment and services.
- "Agreement" means this Managed Services Agreement, the Service Order Forms entered into between ACA Computers and Client hereunder, the related Service Level Agreements, and all amendments to this Managed Services Agreement, the Service Order Form and the Service Level Agreements, collectively.
- "Bench Work" describes labor performed physically on Client's equipment at ACA Computers facilities.
- "Business Critical" describes the impact a device, system or process has on the daily operations of a business in the case of a failure of such device, system or process.
- "Business Hours" means Monday through Friday, from 8:00 a.m. to 5:00 p.m., United States Eastern Standard Time, excluding all holidays which are listed in Exhibit 1.
- "Business Day" is a calendar day which includes "Business Hours".
- "Customer Portal" is web-page portal where Client End-Users can log into the ACA Computers ticketing system to monitor, update or create trouble tickets. The current Customer Portal is located at <https://www.autotask.net/ClientPortal>. Such location may be changed from time to time by notice from ACA Computers to Client.
- "DCC" means the person designated by Client as its "Designated Client Contact" to be ACA Computers point of contact at Client.

- **"Managed Service"** means the provision by ACA Computers to Client of the information technology services, including consulting, managed service offerings, the servers, other devices and other services as described in a Service Order Form and the related Service Level Agreement hereunder.
 - **"Named Users"** means Client end-users that have been identified by Client and communicated to ACA Computers for ticketing and provisioning purposes.
 - **"NBD"** means the Next Business Day.
 - **"Protected Information"** means any (i) "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act, (ii) "protected health information" as that term is defined in the regulations under the Health Insurance Portability and Accountability Act, (iii) all information that identifies an individual, such as name, social security number or other government issued identification number, date of birth, mother's maiden name, unique biometric data, unique electronic identification number, address, or telecommunication number and (iv) all other information that is the subject of legal or regulatory security requirements; in each case, in effect as of the Effective Date and as subsequently amended or enacted.
 - **"Service Commencement Date"** means the date that is identified on each Service Order Form.
-
- **"Service Level Agreement"** means one (1) or more of the ACA Computers standard Service Level Agreements, individually and collectively, as the case may be, indicating the type of Managed Service being provided to Client by ACA Computers which is incorporated by reference in the Service Order Form, as it may be amended from time to time by the written agreement of the parties. If there is more than one (1) Service Order Form for a Managed Service, then the Service Level Agreement incorporated by reference in the most recently executed Service Order Form by Client shall govern the Managed Service being provided by ACA Computers to Client hereunder. The forms of Service Level Agreement are annexed hereto in Exhibit 3.
 - **"Service Order Form"** means a ACA Computers Service Order Form that incorporates this Managed Services Agreement by reference and that has been executed by ACA Computers and Client, as it may be amended from time to time in accordance with this Agreement. The form of Service Order Form is annexed hereto as Exhibit 2.
 - **"Service"** means the Managed Service and any Supplemental Services provided by ACA Computers to Client pursuant to this Agreement.
 - **"Supplemental Services"** means the services described in Section 2.2.
 - **"Term"** means the Initial Term, any Renewal Term or any Extended Term, collectively.

2. SERVICES

2.1. Service Order Form. Contingent upon Client's satisfaction of ACA Computers credit approval requirements and ACA Computers verification of the information provided by Client for the purpose of establishing the Service, ACA Computers agrees to provide the Services in accordance with the terms and conditions of each Service Order Form and related Service Level Agreement entered into pursuant to this Agreement and the other terms of this Agreement.

2.2. Supplemental Services. In addition to the Managed Service, ACA Computers may from time to time perform certain additional services on an hourly or fixed-fee basis, including the customization of the Managed Service at Client's request and other professional computer software and services related to the Managed Service. Supplemental Services will be

performed only with Client's prior written agreement and will be invoiced at ACA Computers then-current rates or other rates approved in advance in writing by ACA Computers and Client.

2.3. Standard Labor Rates.

ACA Computer's "Standard Labor Rates" are defined as follows:

- \$150 per hour for "Standard IT Labor"
- \$180 per hour for "Advanced IT Labor"
- \$225 per hour for "Non-Business Hours Labor"

All time is recorded in minutes and rounded up to quarter-hour increments for billing of Client by ACA Computers.

"Standard IT Labor" includes any labor performed that is related to workstations, Client applications, and printers.

"Advanced IT Labor" is defined as any labor performed on networks, servers, and cloud services, as well as disaster event recovery. "Non-Business Hours Labor" is any labor performed outside of Business Hours.

The above rates are subject to change upon thirty (30) days prior written notice to Client from ACA Computers.

3. TERM

This Agreement shall remain in effect for so long as any Service Order Form incorporating this Agreement is in effect. The term of each Service Order Form begins on the Service Commencement Date for that Service Order Form and continues for the period stated in that Service Order Form (the "**Initial Term**"). ACA Computers and Client may agree to one or more additional terms having a fixed number of months to follow the expiration of the Initial Term (each a "**Renewal Term**"). If upon the expiration of the Initial Term, no Renewal Term has been established by the agreement of the parties, the Service Order Form shall automatically renew for consecutive terms of ninety (90) days (each an "**Extended Term**") until ACA Computers or Client provides the other party with ninety (90) days advance written notice of non-renewal of this Agreement.

4. PAYMENTS

4.1. Fees. Client agrees to pay the fees stated in the Service Level Agreement incorporated into the Service Order Form and the fees for any Supplemental Services as described in Section 2.2. ACA Computers first invoice under a Service Order Form shall include a prorated part of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month containing the Service Commencement Date. Following the Service Commencement Date, monthly recurring fees shall be invoiced in advance on or about the first day of each calendar month and are due within thirty (30) days following Client's receipt of an invoice. Invoices may include charges for Supplemental Services, expenses incurred by ACA Computers and product purchases for Client and paid for by ACA Computers that occurred within the last thirty (30) day period. ACA Computers may modify the monthly recurring fees for the Managed Service on thirty (30) days prior written notice to Client.

4.2. Collections. ACA Computers may suspend any or all Services on ten (10) days notice to Client if payment for any Service is overdue by more than thirty (30) days. Client agrees to pay ACA Computers then-current reinstatement fee following such a suspension. ACA Computers may charge interest on amounts that are overdue by thirty (30) days or more at the lesser of one and one half percent (1.5%) per month or the maximum non-usurious rate under applicable law. In addition, upon demand, Client agrees to pay ACA Computers costs of collection for all overdue amounts for the Services, including collection agency fees, attorneys' fees and court costs.

4.3. Early Termination. Client acknowledges that the amount of the monthly recurring fee for the Managed Service is based on Client's agreement to pay the monthly recurring fees for the entire then current Term. Without limiting any other remedy available to ACA Computers arising from an early termination of this Agreement, in the event ACA Computers terminates this Agreement for Client's breach of this Agreement in accordance with Section 13.2 (i), (ii) or (iii), all fees due under this

Agreement, including the monthly recurring fees for the remaining part of the Term, are due thirty (30) days following such termination of the Managed Service.

4.4. Taxes. All Federal, state or local taxes applicable to the Services shall be added to each invoice for the Services. Client shall pay all such taxes unless a valid exemption certificate is furnished to ACA Computers for each of the states of use of the Managed Service by Client.

4.5. Payment Policy for Hardware and Software. In regards to the purchasing (or licensing, as the case may be) of software or the purchasing of hardware for Client by ACA Computers, the entire cost for all such software and hardware shall be due and payable to ACA Computers by Client upon the date of the order placement by Client.

4.6. Other Charges. Client will be responsible for reasonable expenses, such as lodging, mileage, tolls and parking fees. Such expenses will be billed separately each month and will be shown on monthly invoices by ACA Computers to Client. On occasion, ACA Computers may need to incur costs and expenses to purchase spare parts, replacement equipment, supplies, accessories or software; in each such case, Client shall be responsible to and agrees to reimburse ACA Computers for all such costs or expenses. No such purchases will be made without the prior written approval by Client. ACA Computers shall not be responsible to Client for any interruption or degradation of any Service for which such approval is withheld or delayed.

5. CLIENT OBLIGATIONS

Client agrees to do all of the following at its own expense:

- (i) **Security Precautions.** Use reasonable security precautions in connection with its use of the Services, including encrypting any Protected Information transmitted to or from, or stored by Client on, the Managed Service servers or storage devices used by Client.

6. CHANGES IN SERVICE LEVEL AGREEMENTS

6.1 Changes in Service Level Agreements. In the event that Client elects to enter into additional Service Level Agreements with ACA Computers subsequent to its initial Service Level Agreement or Service Level Agreements, as the case may be, Client shall execute such Service Level Agreement by electronic mail and, upon receipt thereof by ACA Computers, ACA Computers shall notify Client by electronic mail of the change in monthly billing for the additional Service Level Agreement or Service Level Agreements, as the case may be. In the event that Client elects to terminate one or more Service Level Agreements, Client shall notify ACA Computers by electronic mail of such termination at least thirty (30) days prior to the expiration date for the applicable Service Level Agreement as set forth in the Service Order Form therefor and ACA Computers shall notify Client by electronic mail of the change in monthly billing resulting from such termination. Client may only terminate a Service Level Agreement as aforesaid upon the expiration date of the applicable Service Level Agreement as set forth in the applicable Service Order Form.

6.2 Changes of Services in a Service Level Agreement. Change of Services Included in a Service Level Agreement. ACA Computers reserves the right to change the services offered by a particular Service Level Agreement by electronic mail notice to Client provided that such service change is an additional service or an upgrade of service.

7. SUSPENSION OF SERVICE

Client agrees that ACA Computers may suspend Services to Client without liability if:

- (i) ACA Computers reasonably believes that the Services are being used in violation of this Agreement or applicable law;
- (ii) there is a denial of service attack on Client's servers or other event for which ACA Computers reasonably believes that the suspension of Services is necessary to protect its network or its other clients, or
- (iii) requested by a law enforcement or government agency.

Information on ACA Computers servers will be unavailable during a suspension of the Services. ACA Computers shall give Client written notice of a suspension under this Section 7, which notice shall be at least twenty four (24) hours in advance of the suspension unless a law enforcement or government agency directs otherwise or suspension on shorter or contemporaneous notice is necessary to protect ACA Computers or ACA Computers other clients from an imminent and significant risk. ACA Computers shall not suspend the Services if the grounds for the suspension are remedied during the notice period, and shall promptly reinstate suspended Services when the reasons for the suspension of Services are remedied.

8. RECIPROCAL REPRESENTATIONS AND WARRANTIES

8.1. Reciprocal. ACA Computers represents and warrants to Client, and Client represents and warrants to ACA Computers, that:

- (i) it has the power and authority to enter into this Agreement and to perform its obligations under this Agreement,
- (ii) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement, and
- (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents or any agreement to which it is a party.

9. REPRESENTATION AND WARRANTIES BY CLIENT

9.1. Client. Client represents and warrants to ACA Computers that:

- (i) the information Client has provided to ACA Computers for the purpose of establishing an account with ACA Computers is accurate;
- (ii) Client will not use the Services in violation of any Federal, state or other law, rule or regulation;
- (iii) Client shall not resell or make available any of the Services to any person or entity, and
- (iv) Client shall perform its security and other obligations set forth in Section 5.

10. INDEMNIFICATION

10.1. Indemnification. The parties agree that the indemnification obligations set forth in this Section 10 shall be the parties' exclusive right and remedy with respect to this Agreement.

10.2. Indemnity by Client. Client agrees to indemnify and hold harmless ACA Computers, ACA Computers affiliates, and each of their respective officers, directors, agents and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties and fines of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following:

- (i) the actual or alleged use of the Services in violation of:
 - (a) any other part of this Agreement, or
 - (b) applicable law, or
- (ii) any breach by Client of any of its obligations under this Agreement.

10.3. Reciprocal Indemnification. Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, agents and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties and fines of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged:

- (i) gross negligence,
- (ii) willful misconduct, and/or
- (iii) infringement or misappropriation of a third party's copyright, trade secret, patent, trademark or other intellectual property right.

10.4. Procedures. A party seeking indemnification under this Section 10 shall provide prompt notice of its claim for indemnification to the indemnifying party; provided, however, that failure to give prompt notice shall not affect the indemnifying party's obligations under this Section 10 unless and to the extent that the failure materially prejudices the defense of the claim. The indemnifying party will have the right to select counsel to defend the indemnified party in respect of any indemnified claim under this Section 10; provided, however, that the counsel selected must be qualified to defend the indemnified claim in the judgment of the indemnified party, which judgment shall not be unreasonably withheld or delayed. The indemnified party will keep the indemnifying party fully informed of the status of the claim, including all communications from the claimant, and shall cooperate with the indemnifying party with respect to any judicial proceeding or dispute resolution procedure. The indemnifying party will not settle any claim covered by this Section 10 without the prior consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. Unless such settlement shall be only for a monetary amount covered by the indemnifying party's indemnification obligation under this Section 10 and shall not impose any other liability on the indemnified party; in such case, no consent therefor shall be required from the indemnified party. Notwithstanding anything in this Section 10 to the contrary, if ACA Computers is indemnifying multiple clients related to the subject matter of the indemnification claim, ACA Computers shall have the right to seek consolidation of all such actions and to select counsel to defend the actions.

11. DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT AGREES AND ACKNOWLEDGES THAT ACA COMPUTERS MAKES NO REPRESENTATION OR WARRANTY TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION, QUALITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF THE SERVICE. ACA COMPUTERS DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE UNINTERRUPTED OR COMPLETELY SECURE. THE CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY.

ACA COMPUTERS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY TO CLIENT REGARDING THE PERFORMANCE OR USE OF ANY SERVICE, INCLUDING THAT ANY SERVICE WILL BE ERROR FREE OR THAT ACA COMPUTERS WILL BE ABLE TO RESOLVE ANY ERROR IN ANY SERVICE.

ACA COMPUTERS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, ANY EQUIPMENT FAILURE OR DAMAGES INCURRED BY CLIENT FOR ANY SOFTWARE OR HARDWARE PURCHASED FROM OR THROUGH ACA COMPUTERS. CLIENT'S ONLY RECOURSE FOR ANY SUCH FAILURE OR DAMAGES IS THE APPLICABLE MANUFACTURER'S OR VENDOR'S PROVIDED WARRANTY.

12. LIMITATION OF DAMAGES

12.1. No Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

12.2. Monetary Limitation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR ACA COMPUTERS OBLIGATION TO INDEMNIFY CLIENT UNDER SECTION 10.3, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF ACA COMPUTERS UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY AND INFRINGEMENT) SHALL NOT EXCEED TWO (2)

TIMES THE MONTHLY RECURRING FEE PAYABLE UNDER THE SERVICE ORDER FORM IN EFFECT AT THE TIME OF THE OCCURENCE OF THE EVENT GIVING RISE TO THE CLAIM.

13. TERMINATION

13.1. By Client. This Agreement may be terminated by Client prior to the expiration of the Initial Term or any Renewal Term without liability to ACA Computers (except for amounts due for Services through the effective date of such termination and subject to Section 4.2) as follows:

- (i) ACA Computers fails in a material way to provide the Managed Service in accordance with the terms of this Agreement and does not cure the failure within ten (10) days following receipt of Client's written notice describing the failure in reasonable detail;
- (ii) ACA Computers materially violates any other provision of this Agreement and fails to cure the violation within thirty (30) days following receipt of Client's written notice describing the violation in reasonable detail , or

13.2. By ACA Computers. This Agreement may be terminated by ACA Computers prior to the expiration of the Initial Term or any Renewal Term without liability to Client as follows:

- (i) upon five (5) days written notice if Client is overdue by more than sixty (60) days on the payment of any amount due under this Agreement; which overdue payment shall continue to be due and payable by Client following such termination and subject to Section 4.2;
- (ii) Client materially violates any other provision of this Agreement and fails to cure the violation within ten (10) days of a written notice from ACA Computers describing the violation in reasonable detail, or
- (iii) upon notice to Client of at least ninety (90) days if ACA Computers is threatened with a claim for intellectual property misappropriation or infringement related to the provision of the Services and, in the sole discretion of ACA Computers, it is unable to modify the Services in a manner that avoids a potential risk of liability pursuant to such claim.

14. CONFIDENTIALITY

14.1. Confidential Information. "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of this Agreement, including:

- (i) this Agreement and ACA Computer's unpublished prices and other terms of the Services, audit and security reports, server configuration designs, data center designs (including non-graphic information observed by Client on a tour of a data center), and all other trade, business, financial and technology information about ACA Computers and its operations that ACA Computers considers to be its confidential and proprietary property,
- (ii) with respect to Client, content transmitted to or from, or stored by Client on, ACA Computers servers, and
- (iii) with respect to both parties, all other information that is marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given by the disclosing party to the receiving party within fifteen (15) days following such disclosure.

Confidential Information shall not include any information that

- (a) was in the public domain or enters the public domain through no act or omission on the part of the receiving party;
- (b) is rightfully disclosed to the receiving party by a source not bound by a confidentiality agreement with the other party hereto;
- (c) was in the possession of the receiving party prior to receipt from the disclosing party as evidenced by the books and records of the receiving party, or
- (d) is developed by the receiving party subsequent to receipt of Confidential Information from the disclosing party independent of the Confidential Information of the disclosing party and such independent development is evidenced by the books and records of the receiving party

14.2. Use and Disclosure. Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, as the case may be, or the exercise of its rights under this Agreement. Each party agrees not to disclose the other party's Confidential Information to any person or entity except as provided in Section 14.3 and to its employees and consultants who have a need to know the Confidential Information; provided, that such employees and consultants are advised that the Confidential Information so disclosed is the Confidential Information of the other party and such employees and consultants are bound by confidentiality restrictions in a writing at least as stringent as those set forth in this Agreement.

14.3. Disclosure of Confidential Information. Notwithstanding anything to the contrary contained in this Section 14, each party may disclose any of the Confidential Information of the other party if required to do so by law, governmental regulation or court order; provided, that the disclosing party shall give prompt notice thereof to the other party in as far in advance as practicable prior to such disclosure and shall cooperate with the other party, at such other party's expense, to obtain a protective order regarding such disclosure.

15. SOFTWARE AND DEVICES PROPRIETARY NOTICES

Client agrees not to remove, modify or obscure any copyright, trademark or any other proprietary rights notice that appears on any software or devices provided by ACA Computers to Client. Client agrees not to reverse engineer, decompile or disassemble any software or devices provided by ACA Computers to Client.

16. ADMINISTRATION

16.1. Solicitation of ACA Computers Employees. Client agrees that it shall not solicit or hire any ACA Computers employee to become an employee of, or consultant to, Client for the Term and for a period of twenty four (24) months following the expiration or the termination of this Agreement for any reason.

16.2. Ownership. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights and all other intellectual property of such other party, and that ACA Computers shall own all right, title and interest in and to all ideas, concepts and inventions and all intellectual property right related thereto that it may develop in the course of performing the Services. Client does not acquire any ownership interest or rights to possess any ACA Computers servers or other hardware, and has no right of physical access to the hardware. Upon termination of this Agreement, Client agrees to promptly release any Internet protocol numbers, addresses or address blocks assigned to Client in connection with the Service and agrees that ACA Computers may take action to change or remove any such internet provider addresses.

16.3. Amendment. Except as otherwise expressly provided herein, no amendment of this Agreement shall be binding upon the parties hereto unless such amendment is set forth in writing and executed by both parties hereto. Any waiver of any breach of any provision of this Agreement shall only be effective if in a writing and executed by both parties hereto and only to the extent specifically set forth in such writing.

16.4. No Assignment. Client shall not assign this Agreement or any part hereof nor sublicense any of its rights under this Agreement.

16.5. Counterpart. This Agreement may be executed in counterpart, and each such counterpart hereof shall be deemed to be an original instrument, and both such counterparts together shall constitute but one agreement.

16.6. Notice. Except as otherwise set forth in a Service Order Form or related Service Level Agreement, all notices and other communications under this Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier or by electronic mail to the appropriate party at its address set forth above, or at such other address as such party may provide in writing to the other party hereto in accordance herewith from time to time. Any such other notice so

delivered shall be effective when personally delivered or sent by electronic mail with a copy thereof retained by the sender, or one (1) day after deposit with such courier with delivery charges prepaid.

16.6. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. The parties hereto agree that this Agreement supersedes and replaces any and all other agreements, whether oral or in writing, regarding the subject matter hereof.

16.7. No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of ACA Computers. No other person or entity is an intended third party beneficiary of, or shall be deemed to be a third party beneficiary of, any of the terms and conditions of this Agreement.

16.8. Validity. In case any one or more of the provisions contained in this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the parties hereto agree to negotiate in good faith to replace such invalid, illegal or unenforceable provision with a replacement provision to carry out the intent of such provision to the fullest extent lawful.

16.9. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without regard for its conflict of laws principles. The parties hereto hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located within the State of New Jersey for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

16.10. Force Majeure. ACA Computers shall not be in default of any obligation under this Agreement if the failure to perform the obligation is due to any event beyond the control of ACA Computers, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity or other events of a similar magnitude or type.

16.11. Remedies. Client agrees that money damages would not be a sufficient remedy for any breach of its obligations under this Agreement and that, in addition to any other remedies which might otherwise be available to ACA Computers at law or in equity, ACA Computers shall have the right to specific performance and injunctive relief against the commission or continuation of any such breach or any anticipatory breach of this Agreement by Client.

16.12. Survival. The following Sections of this Agreement shall survive any termination or expiration of this Agreement: Sections 1, 4, 5, 8, 9, 10, 11, 12, 14, 15 and 16.

16.13. Independent Contractor. Client shall at all times act as and be considered an independent contractor hereunder. Nothing herein contained shall create any employment, agency, partnership, distributorship, joint venture or any other business relationship between Client and ACA Computers, other than that of an independent contractor user of the Services. Client shall have no authority to obligate or bind ACA Computers with respect to any matter, or make any contract, sale, agreement, warranty or representation, express or implied, on behalf of ACA Computers.

16.14. Terms Generally. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or any part thereof. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such

action or notice may be deferred until, or may be taken or given on, the next Business Day. Unless otherwise specifically indicated, the word "or" shall be deemed to be inclusive and not exclusive.

7. ACCEPTANCE OF MANAGED SERVICES AGREEMENT

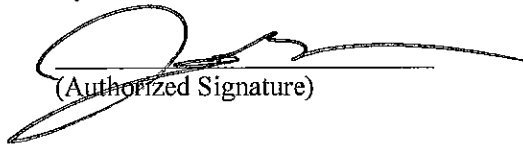
Client

ACA Computers, Inc.

By:



By:



(Authorized Signature)

(Authorized Signature)

Name:

Christopher Fox

(Print)

Name:

John Paul Pletch

(Print)

Date:

2-1-13

Date:

2-1-13

EXHIBIT 2

ACA Computers 2013 Holidays

Observed Holiday

New Year's Day

President's Day

Memorial Day

Independence
Day

~~Labor Day~~

Columbus Day

Veteran's Day

Thanksgiving

Christmas Day

EXHIBIT 2

Service Order Form

EXHIBIT 3

Service Level Agreement

[as attached hereto]



ACACOMPUTERS

YOUR DIGITAL WORLD. MASTERED

210 West Front Street
Suite 103
Red Bank, NJ 07701
Phone 732-842-8040

Estimate

Date	Estimate No.
12/22/2012	1141

Name/Address
Borough of West Wildwood 701 West Glenwood Avenue West Wildwood, NJ 08260

Project		
Qty	Rate	Total
1	2,750.00	2,750.00
Total		\$2,750.00

Description
Term - 12 Months Begins February 1st 2013 Service Order Form - Foundation Service Level Agreement Contract includes support for Public Works, Tax Office, and Police Department.
Billed monthly to Borough of West Wildwood
Signed by _____ Date <u>2-1-13</u>

1.1. Desktop Workstation Management

1.1.1. Support

- ✓ Remote Control Support
- ✓ Phone Support
- ✓ Microsoft Application Support (Windows OS/Office Suite)

1.1.2. Maintenance

- ✓ Disk Defragmentation
- ✓ Windows Patch Management
- ✓ Online License Management
- ✓ Online Trouble Ticket Management
- ✓ Online Asset Management
- ✓ Desktop Optimization & Management
- ✓ Drive Space Monitoring
- ✓ Antivirus Software License, Management & Update

2.1. Server Management Plan

2.1.1. Support

- ✓ Remote Control Support
- ✓ Phone Support
- ✓ Service Availability Monitoring

2.1.2. Maintenance

- ✓ Microsoft Patch Management
- ✓ Event Log Monitoring
- ✓ Log File Maintenance
- ✓ Drive Space Monitoring
- ✓ Printer Setting Management
- ✓ User Account Administration
- ✓ File Sharing Permission Administration
- ✓ Security Administration
- ✓ Antivirus Software License, Management & Update (when applicable)
- ✓ Online Asset Management
- ✓ Online Trouble Ticket Management
- ✓ Online License Management
- ✓ Backup Monitoring

2.2. Managed Devices

- ✓ 24 x 7 Monitoring
- ✓ SNMP Alerting (when applicable)
- ✓ Utilization Monitoring (when applicable)
- ✓ Firmware Updates (when applicable)

2.3. Email Protection and Continuity

- ✓ Provisioning of Service for Client, including generation of usernames and passwords for all users

2.4. Helpdesk/Support Services

2.4.1. Support Services Rendered During Business Hours

- ACA Computers, Inc. will provide reasonable commercial efforts via support services to address Client IT issues that fall within the scope of this SLA at no additional charge. Such Support Services will be

rendered by ACA Computers, Inc. remotely or on-site, as determined necessary by the discretion of ACA Computers, Inc.

2.4.2. Support Services Rendered After Business Hours

- “Remote” support services will be provided to Client by ACA Computers, Inc. using reasonable commercial efforts to address IT issues that fall within the scope of this SLA at no additional charge in accordance with Appendix A annexed hereto. Any labor required to be performed by ACA Computers, Inc. at the facility of Client (“On-Site Labor”) to address issues that warrant an “Emergency Response”, as set forth in Appendix A, and are within the scope of this SLA will be provided at no additional charge. All other On-Site Labor rendered to Client by ACA Computers, Inc. will be billed at the Standard Labor Rates for after Business Hours services.
- ACA Computers, Inc. will expend up to a reasonable amount of hours of support services rendered after Business Hours as determined by ACA Computers, Inc. to address any one particular Client IT issue falling within the scope of this SLA.

2.4.3. Autotask

- ACA Computers, Inc.’s trouble ticket tracking system is called Autotask. Autotask is intended to be used to store, schedule and record certain activities regarding Client trouble issues with “Trouble Tickets” which record the report by Client of such issues and may be opened by any Named User by email, via the Customer Portal, or by telephone, if email is unavailable. Each trouble issue so reported by Client will be assigned a Trouble Ticket number by ACA Computers, Inc. and communicated to Client for tracking the respective trouble issue.

2.4.4. Contacting Helpdesk

- The ACA Computers, Inc. Helpdesk can be contacted by the DCC using one of the following three methods:
 - ✓ **Email:** support@acacomputers.com
 - ✓ **Phone:** 1-732-842-8040
 - ✓ **Customer Portal:** <https://www.autotask.net/ClientPortal>

3. Scope

3.1. **General Support.** Subject to the terms and conditions of the Master Managed Services Agreement and Section 3.2 of this SLA, under this SLA ACA Computers, Inc. will provide to Client support for all computing and network infrastructure components and corresponding configurations (collectively, the “Client System”) that are set forth in the current Service Order Form for Client. Any additions to or modifications of the Client System will be considered out of scope of this SLA and will be billed at the Standard Labor Rates.

3.2. **Exclusions to Section 3.1 Support.** In addition to the excluded services specified in the Master Managed Services Agreement, ACA Computers, Inc. shall have no obligation to provide to Client any services under this SLA that relate to any of the following:

- Cabling (repair, maintenance and/or running or terminating new or existing cable)
- The installation or upgrade of any software that requires any change to Client’s infrastructure
- Any relocation or modification of the physical facilities of Client
- All equipment, including without limitation all fax machines, copy machines and other office equipment, not related to Client’s network or computers covered by the Services
- Printer maintenance
- Project Management
- Support for any PC or device not covered by the scope of this SLA with the exception of remote access activities by Client end-users for purposes of accessing the Client System
- Support for vendor equipment falling outside the scope of Section 3.3 of this SLA.

3.3. **Liaison Support.** Support for third-party vendor applications will be provided only if all of the following criteria has been met by Client at its sole cost and expense:

- Client has an effective support agreement with each such third-party vendor

- The third-party vendor software is the most recent version of such software and all vendor required updates for such software have been installed by Client
- 3.4. **Disaster Recovery Labor.** "Disaster Recovery Labor" is defined as labor expended by ACA Computers, Inc. as may be required to return any Business Critical server application or service to the functional state immediately prior to the failure of such application or service. "Disaster Recovery Labor" is considered out of scope for this SLA and will be billed at the Standard Labor Rates.
- 3.5. **Notification of Disaster Recovery Event.** A "Disaster Recovery Event" is defined as the failure of any Business Critical component of the Client System which prevents Client from performing procedures necessary for business operation. The Client DCC shall notify ACA Computers, Inc. of any Disaster Recovery Event immediately upon the occurrence thereof.
- 3.6. **Information and Cooperation.** The Client shall provide ACA Computers, Inc. with all information in its possession regarding the Disaster Recovery Event, access to The Client System, and shall cooperate with ACA Computers, Inc. regarding the restoration of the Client System.
- 3.7. **Malicious Software Removal.** Antivirus Solution consists of a subscription to ACA Computers, Inc.'s available solutions, providing reports to Client, antivirus definition updates and Client's software updates.
- Client is provided with the removal of any virus on an ACA Computers, Inc. managed Client PC or the reinstallation of a vendor licensed operating system on the "infected" PC. The Services are limited to any ACA Computers, Inc. labor related to the removal of viruses or the "rebuilding" of the PC. "Rebuilding" is defined as the reinstallation of the Operating System of the PC and related existing software applications. ACA Computers, Inc. will determine if and when any managed Client PC should be rebuilt to remove the virus, whereupon ACA Computers, Inc. will provide prior notification thereof to Client and the schedule for such rebuild.
 - This service is conditioned upon the compliance by Client with each of the following:
 - a. All local administrator rights are disabled for the infected user,
 - b. The Services have not been interrupted, tampered with or otherwise modified by the Client in any way, and
 - c. Client has demonstrated to the satisfaction of ACA Computers, Inc.'s reasonable technical efforts to comply with industry standard web and email security best practices.
- 3.8. **Disclaimer.** ACA COMPUTERS, INC. MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE RESTORATION OF THE CLIENT SYSTEM AND SHALL HAVE NO LIABILITY OR OBLIGATION TO CLIENT WITH RESPECT TO ANY DISASTER RECOVERY EVENT OR ANY CONSEQUENCE ARISING THEREFROM OR RELATED THERETO.
- 3.9. **Indemnification.** The Client agrees to indemnify and hold harmless ACA Computers, Inc. and its members, officers, and affiliates with respect to any and all third-party claims arising from or related to any Disaster Recovery Event.

4. Client Obligations; Excluded Services

4.1. Client System Configuration Requirements

4.1.1. **Minimum Standards.** In order for Client's existing configuration environment to qualify for ACA Computers, Inc.'s Managed Services, the following requirements must be satisfied at the expense of Client:

- i. All production servers, desktop computers, laptops and notebook computers with Microsoft Windows operating systems must be running current Microsoft-Supported versions and shall have installed therein all of the most recent Microsoft service packages and updates.
- ii. All software running on servers, desktop computers, laptops and notebook computers must be genuine, licensed and vendor-supported.
- iii. The configuration environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktop computers, laptops, notebook computers and email systems.
- iv. The configuration environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications and on job failures and successes.

- v. The configuration environment must have a currently licensed, vendor-supported hardware firewall between the internal network of Client and the internet.
- vi. All wireless data traffic in the configuration environment must be securely encrypted.

4.1.2. **Client Costs.** The costs required to bring and maintain Client's configuration environment to the minimum standards set forth in the above Section 4.1.1. are not part of the Service and are the responsibility of the Client.

4.1.3. **Named User List.** Client is responsible for providing ACA Computers, Inc. with the most recent list of client end-users and their corresponding contact information, including email addresses, prior to the commencement date of any services.

4.2. **Excluded Services.** The Services provided to Client under this Agreement do not include any of the following, which are the responsibility of Client:

- i. Items not covered by manufacturer warranty, such as replacement parts.
 - ii. Equipment service or repair made necessary due to unreasonable adverse configurations, environmental conditions or equipment applications beyond those for which the equipment was designated.
 - iii. Remediation and repair services necessitated due to adverse conditions created by acts of God, Client facility relocation, modification, or damage, and similar events.
 - iv. Service and repair made necessary by the repair, alteration or modification of equipment covered by this Agreement not authorized by ACA Computers, Inc. or an authorized service agency, not approved by ACA Computers, Inc., including repairs, alterations, modifications of equipment and software installations made by employees or agents of Client.
-
- v. Programming (modification of software code) and program (software) maintenance.
 - vi. Training services of any kind.

5. Accounting.

5.1. **User Verification Process.** The user count for this SLA will be determined by the number of active Active Directory User Accounts that represent client end-users. ACA Computers, Inc. will periodically check the client's Active Directory tree and make appropriate billing adjustments. It is the client's responsibility to notify ACA Computers, Inc. of any changes, including reductions.

6. **Software Licensing.** All ACA Computers, Inc. infrastructure software is provided for Client's use by ACA Computers, Inc. All named software assets are for Client's use throughout the Term. Software licensing is not transferable to or by Client.

7. **Disclaimer and Exclusive Remedy.** THE CLIENT AGREES AND ACKNOWLEDGES THAT ACA COMPUTERS, INC. MAKES NO REPRESENTATION OR WARRANTY TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION, QUALITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF SERVICES. ACA COMPUTERS, INC. DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. THE CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR PROPERTY. ACA COMPUTERS, INC. DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR, ANY EQUIPMENT FAILURE OR DAMAGES INCURRED BY CLIENT FOR ANY SOFTWARE OR HARDWARE PURCHASED FROM OR THROUGH ACA COMPUTERS, INC. CLIENT'S ONLY RECOURSE FOR ANY SUCH FAILURE OR DAMAGES IS THE APPLICABLE MANUFACTURER'S OR VENDOR'S PROVIDED WARRANTY.

8. **No Assignment.** This SLA is not assignable in whole or in part by Client.

9. Acceptance of Foundation Service Level Agreement

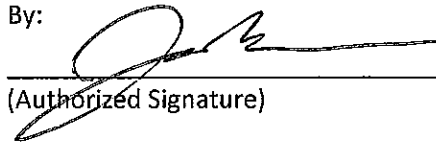
Client

ACA Computers, Inc.

By:



By:



(Authorized Signature)

(Authorized Signature)

Name:

Name:

CHRISTOPHER FOX

Tom Paul Hede

(Print)

(Print)

Date:

Date:

2-1-13

2-1-13

Appendix A

The following is the service response criteria to be used by ACA Computers, Inc. in the event of a Client service interruption ("Interruption") under this SLA.

Level of Severity of Interruption

Level of Severity	Description
Low Severity	One user or a small group of users is affected
Medium Severity	Departments or large group of users are affected
High Severity	Whole company is affected

Impact on Client Business by Interruption

Business Impact	Description
Low Impact	Interruption is reported by Client but there is no stoppage of Client business
Medium Impact	Business of Client is degraded, but there is a workaround
High Impact	Business Critical processes of Client are stopped and no workaround is feasible

Priority Response Matrix as Set Forth Below

	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 3
Low Impact	Priority 3	Priority 3	Priority 3

Business Hours Response Time Objectives

PRIORITY	Description	Initial Response Time (Upon Ticket Creation)	Resolution/Plan Time	Attempted Resolution Time
1	Emergency Response	Within 4 hours	Within 8 hours	Within 24 hours
2	Quick/VIP Response	Within 8 hours	Within 48 hours	Within 96 hours
3	Normal Response	Within 24 hours	Within 72 hours	Within 120 hours

After Business Hours Response Time Objectives

PRIORITY	Description	Initial Response Time (Upon Ticket Creation)	Resolution/Plan Time	Attempted Resolution Time
1	Emergency Response	NBD	NBD	NBD
2	Quick/VIP Response	NBD	NBD	NBD
3	Normal Response	NBD	NBD	NBD

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

RESOLUTION 2013-024

**A RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM)
PLAN AMENDMENT**

WHEREAS, the Borough of West Wildwood desires to provide for the orderly development of wastewater facilities within the Borough of West Wildwood; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on January 7, 2013 for Water Quality Management Program has been prepared by NJDEP.

NOW, THEREFORE BE IT RESOLVED on this 1ST day of March, 2013, by the Mayor and Commissioners of the Borough of West Wildwood that:

- 1.) The Mayor and Commissioners hereby consent to the amendment entitled Water Quality Management Plan, and publicly notice on January 7, 2013 prepared by NJDEP for the purpose of its incorporation into the applicable WQM plan.
- 2.) This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-025

A RESOLUTION EXPRESSING SUPPORT OF ASSEMBLY BILL NO. A-3630/SENATE BILL NO. S-2435 PROVIDING FOR \$20 MILLION IN EMERGENCY SUPPLEMENTAL MARKETING FUNDING FOR THE NEW JERSEY DIVISION OF TRAVEL AND TOURISM TO ADDRESS THE NEGATIVE IMAGE OF THE CONDITION OF THE JERSEY SHORE IN THE AFTERMATH OF HURRICANE SANDY

WHEREAS, Hurricane Sandy caused severe damage to Ocean and Monmouth Counties in New Jersey on October 29, 2013; and

WHEREAS, national media coverage and celebrity fundraisers have created the perception that the entire 127 miles of New Jersey coastline was destroyed; and

WHEREAS, reality is that while a few communities along the Jersey Shore did sustain catastrophic damage from Hurricane Sandy and will require many months to recover, the majority of the Jersey Shore is already or will be open for business by the traditional Memorial Day Weekend start of the summer season in 2013; and

WHEREAS, tourism is a \$38 billion industry in New Jersey creating over 300,000 jobs that we cannot afford to lose; and

WHEREAS, Maryland, Virginia, North and South Carolina are launching aggressive advertising campaigns to lure New Jersey customers to their vacation destinations; and

WHEREAS, the \$9 million budget for marketing New Jersey Tourism is insufficient to counter the negative image created by media and maintain status quo marketing; and

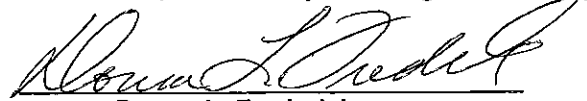
WHEREAS, the tourism industry generates over \$150 million in tax revenue for New Jersey which if lost in whole or part would be devastating to our state's economy.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby supports Assembly Bill No. A-3630 and Senate Bill No. S-2435 calling for an emergency supplemental marketing allocation of \$20 million for promoting New Jersey Tourism and that this campaign should begin immediately; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the Cape May County Chamber of Commerce and all municipalities in Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-026

A RESOLUTION EXPRESSING OPPOSITION TO ASSEMBLY BILL NO. A-1196 WHICH CREATES REBUTTABLE PRESUMPTION OF WORKER'S COMPENSATION COVERAGE FOR ANY DEATH OR DISABILITY, BECAUSE OF ITS POTENTIAL TO RAISE COSTS FOR MUNICIPALITIES

WHEREAS, Public Safety employees and volunteers should be adequately compensated for on-duty accidents and illnesses; and

WHEREAS, New Jersey's current Workers' Compensation law is already one of the broadest in the country; and

WHEREAS, Assembly Bill No. A-1196, as currently drafted, will make it almost impossible to contest claims from injuries and illnesses caused off-the-job; and

WHEREAS, this Bill places the burden of proof on governmental employers to establish that an injury or illness, such as cancer, heart attack or hyper tension did not occur on the job; and

WHEREAS, the actuary for the Municipal Excess Liability Joint Insurance Fund (MEL) has estimated that Assembly Bill No. A-1196 could easily double municipal Workers' Compensation expense of \$400 million per year; and

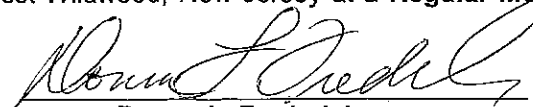
WHEREAS, the MEL and the New Jersey League of Municipalities have offered to sit down with the supporters of this legislation to develop less expensive ways of improving the compensation to first responders;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey urges the legislature to reject Assembly Bill No. A-1196 and urges the supporters of this legislation to work with the MEL and the New Jersey League of Municipalities to develop less expensive ways to improve compensation to first responders; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Governor Chris Christie, Senate President Sweeney, Assembly Speaker Oliver, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the New Jersey League of Municipalities and all municipalities in Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-027

A RESOLUTION EXPRESSING OPPOSITION TO A RESOLUTION EXPRESSING OPPOSITION TO SENATE BILL NO's. S-2511 AND S-2512 REGARDING AMENDMENTS TO THE OPEN PUBLIC MEETING ACT AND OPEN PUBLIC RECORDS ACT

WHEREAS, the Senate will be considering the most recent amendments to the Open Public Meeting Act (Senate Bill No. S-2511) and Open Public Records Act; and

WHEREAS, the changes proposed will not only be a cost driver for local and State government but make government less effective; and

WHEREAS, the proposed amendments would require that the public body allow each individual to speak for a minimum of three minutes, at the start of the public meeting, but removes the ability of the public body to limit the overall length of the public comment period; and

WHEREAS, this new requirement could disrupt public meetings, lead to filibustering and prevent the governing body from conducting business; and

WHEREAS, the proposed amendments also require subcommittees to be subject to the Open Public Meetings Act. The purpose of subcommittees is to make recommendations to the governing body to take action. Subcommittees do not expend public funds nor make binding decisions. That power remains with the governing body. Senate Bill No. S-2511 would require public notice of subcommittees, if the governing body determines that the meeting is open to the public, and the subcommittee to submit at least one written report to the governing body. The report must detail the number of meetings, names of members of the committee and a concise statement of the matters discussed. These new requirements for subcommittee meetings would, among other things, necessitate additional administrative support for all subcommittees as well as increased legal advertising costs; and

WHEREAS, while government records should be readily accessible and transparent there must be an appropriate balance between the need for openness and transparency in government and citizens' reasonable expectation of privacy; and

WHEREAS, consideration should be given to the recommendations outlined in the December 2004 Privacy Study Commission Report; and

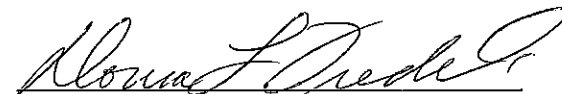
WHEREAS, in the interest of transparency and openness, the Legislature should remove the various exceptions in the Open Public Meetings Act and Open Public Records Act that apply to the Legislature. The rules that the legislation makes applicable to other governmental bodies should apply equally to all governmental levels and officials.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey strongly opposes the amendments proposed in Senate Bill No's. S2511 and S-2512; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Senate Majority Leader Loretta Weinberg, Senator Jeff Van Drew, Assemblyman Nelson T. Albano, Assemblyman Matt Milam, the New Jersey League of Municipalities and all municipalities in Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-028

**A RESOLUTION ACKNOWLEDGING ADDITIONAL MEMBERS IN THE
WEST WILDWOOD VOLUNTEER FIRE COMPANY**

WHEREAS, it has been established in Resolution 2013-021, dated February 1, 2013, that JIF, determined the borough must keep a current roster of all active firefighters, ladies auxiliary members and junior firefighters of the West Wildwood Vol. Fire Company; and

WHEREAS, the Chief of the West Wildwood Vol. Fire Company has provided copies of additional applicants for the Borough to add to the roster; and

WHEREAS, the following two new members are:

David Daniels, 1105 New York Ave., North Wildwood, NJ 08260


Christian Dunn, 227 E. Wisteria Rd., Wildwood Crest, NJ 08260

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that the Borough acknowledges these members and thank them for their selfless volunteer service on behalf of all of the residents; and

BE IT FURTHER RESOLVED that the clerk will add these additional members to the original roster submitted on February 1, 2013.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-029

AUTHORIZING THE FILING OF THE 2012 RECYCLING TONNAGE GRANT

WHEREAS, the mandatory Source Separation and Recycling Act (P.L. 1987,c.102) has established a recycling fund from which tonnage grants may be made to Municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use tonnage grants to develop new Municipal Recycling Programs and to continue and expand existing programs; and

WHEREAS, the recycling regulations impose on Municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the Municipality; and

WHEREAS, a resolution authorizing the Borough of West Wildwood to apply for the 2012 Recycling Tonnage Grant will memorialize the commitment of the Borough to recycling and to indicate the assent of the Borough to the efforts undertaken and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, Linda Thomas, Certified Recycling Professional, for a fee not to exceed \$100.00 in Accordance with the attached Letter of Intent, is hereby designated as the individual authorized to ensure the application is properly completed and timely filed.

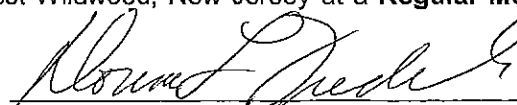
NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that it hereinafter accepts and approves the Letter of Intent with Linda Thomas, CRP, and further endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the Borough's Recycling Coordinator is hereby directed to coordinate with Linda Thomas to assure that the application is properly and timely filed.

BE IT FURTHER RESOLVED that monies received through said Recycling Tonnage Grant shall be deposited in a dedicated recycling trust fund in accordance with said Grant requirements.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, Donna L. Frederick, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-030

TAX IDENTIFICATION STATEMENT-RECYCLING (2012)

WHEREAS, the Recycling Enhancement Act, P.L. 2007, Chapter 311, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling program; and

WHEREAS, there is levied upon the owner or operator of every Solid Waste Facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the Solid Waste Facility; and

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant monies received by the municipality shall be expended only for its recycling operation.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that it hereby certifiers a submission of expenditure for taxes paid pursuant to P.L. 2007, Chapter 311 for 2012 in the amount of \$ 2,235.84; and

BE IT FURTHER RESOLVED that the supporting information is on file and available for inspection in the Office of the Municipal Clerk at Borough Hall, 701 W. Glenwood Avenue, and shall remain on file for not less than five (5) years.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-031

**A RESOLUTION FOR THE EXTENSION OF PLENARY RETAIL CONSUMPTION LIQUOR LICENSE
FROM THE ESTATE OF FRANCIS G. LORD, DECEASED TO EXECUTRIX LINDA J. DUNN**


WHEREAS, an application has been filed for the extension of Plenary Retail Consumption License 0513-44-003-002 to the Executrix of the Estate of Francis G. Lord, sole proprietor owner of the license; and

WHEREAS, the submitted application form is complete in all respects, including proof of appointment to act as Executrix.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, does hereby approve, effective July 1, 2012, the extension of the aforesaid Plenary Retail Consumption License to Linda J. Dunn to conduct business under the privileges, terms and conditions of the license as Executrix of the estate of Francis G. Lord for the benefit of the estate until such time as the will is probated and the license may be transferred in compliance therewith and directs the Borough Clerk / A.B.C. Board Secretary to endorse the License Certificate as follows: "This license is hereby extended, subject to all its terms and conditions to Linda J. Dunn, Executrix, until June 30, 2013.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**.


Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-032

APPOINTING MEMBERS TO THE WEST WILDWOOD PLANNING BOARD

WHEREAS, the terms of appointment for certain members of the West Wildwood Planning Board have expired, or will soon expire; and

WHEREAS, there is a need to fill the vacancies created by the aforesaid and/or created by the resignation of members(s).

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

- 1.) That all allegations of the preamble are incorporated herein as if set forth in full.
- 2.) The following shall be, and are hereby appointed or re-appointed, or confirmed, as the case may be, as members of the Borough of West Wildwood Planning Board for the terms to expire as indicated:

CLASS I

Member Name

Christopher J. Fox, Mayor

Expiration of Term

Term of Office

CLASS II

Member Name

Lewis Ostrander

Expiration of Term

December 31, 2015

CLASS III

Member Name

Scott W. Golden, Commissioner

Expiration of Term

Term of Office

CLASS IV

Member Name

Ronald McGowan

Charles Beck

Joe Smith

Margaret Cantwell

Michael Bader

Robert Kilgore

Elaine Szymaowiak

Expiration of Term

December 31, 2013

December 31, 2014

December 31, 2013

December 31, 2016

December 31, 2016

December 31, 2015

December 31, 2017

Alternate Members

Expiration of Term

December 31, 2014

December 31, 2015

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **March 1, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-033

**AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF
THE BOARD OF COMMISSIONERS**

WHEREAS, in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-12(b), it is permissible by resolution for the Governing Body to enter into a Closed (Executive) Session in order to discuss matters falling within one or more of the permitted nine exemptions; and

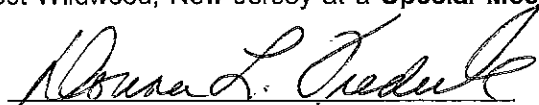
WHEREAS, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

WHEREAS, the minutes of this meeting shall remain confidential until after such time as Legal Counsel determines that the need of confidentiality no longer exists and provided that the matter(s) discussed can be legally disclosed.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of West Wildwood, Cape May County, New Jersey that a Closed (Executive) Session of the Governing Body shall be convened to discuss the aforementioned matters.

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden		X	X			
Commissioner Cornelius J. Maxwell	X		X			

I, **Donna L. Frederick, Acting Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Special Meeting** held on **March 28, 2013**.



Donna L. Frederick
Acting Municipal Clerk

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

RESOLUTION 2013-034

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

WHEREAS, the Borough of West Wildwood is seeking Professional Services for possible litigation; and

WHEREAS, Mr. Louis M. Barbone, of the Law Firm of Jacobs & Barbone, P.A., a Professional Corporation, Attorneys at Law, has submitted a proposal to act as special counsel; and

WHEREAS, the Board of Commissioners authorize Mr. Louis Barbone to take appropriate actions he may deem necessary during the course of his investigation.

WHEREAS, a General Retainer Agreement for Legal Services along with the terms of the representation has been submitted with an estimate of \$7,500.00 to review, research and provide a legal opinion; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that the Mayor is hereby authorized on behalf of the Borough to sign the General Retainer Agreement; and

BE IT FURTHER RESOLVED, that a Certificate of Availability of Funds from the Acting Chief Financial Officer is attached hereto in the amount of \$10,000.00 providing for the event that there may be subsequent litigation costs.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be published by the Municipal Clerk in accordance with the requirements of Law..

	Motion	Second	Yes	No	Abstain	Absent
Mayor Christopher J. Fox			X			
Commissioner Scott W. Golden	X		X			
Commissioner Cornelius J. Maxwell		X	X			

I, **Donna L. Frederick**, Acting Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Special Meeting** held on **March 28, 2013**.


Donna L. Frederick
Acting Municipal Clerk