

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

RESOLUTION 2014-020

A RESOLUTION APPROVING BUDGET TRANSFERS FOR THE BUDGET YEAR 2013

WHEREAS, the following transfers are necessary to make certain year end transfers to the FY2013 Budget

NOW, THEREFORE, BE IT RESOLVED that the following FY2013 transfers be made:

<u>Budget Description</u>	<u>From</u>	<u>To</u>	<u>Budget Account</u>
Clerk O/E	2,000.00		3-01-20-120-028/3-01-036
Unemployment Compensation	5,000.00		3-01-23-225-000
Sewer Utility/OE	2.00		3-09-55-502-038
Auditor		7,000.00	3-01-20-135-000
Sewer Bond Principal		1.00	3-09-55-520-000
Sewer Bond Interest		1.00	3-09-55-522-000
	<u>7,002.00</u>	<u>7,002.00</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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Workshop Meeting** held on **February 3, 2014**.



Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION 2014-021

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

WHEREAS, the Borough of West Wildwood is seeking Professional Services for labor relations; and

WHEREAS, Mr. William G. Blaney, Esq., of the Law Firm of Blaney & Donohue, P.A., a Professional Corporation, having offices located at 3200 Pacific Avenue, Wildwood, New Jersey, is qualified to serve as Labor Counsel for the Borough of West Wildwood and has submitted a Proposal which is attached hereto; and

WHEREAS, a Professional Services Contract Agreement for Legal Services along with the terms of the representation has been submitted with an estimate not to exceed of \$20,000.00, for the term commencing January 1, 2014 through December 31, 2014.

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 Professional Services Contract Agreement; and

BE IT FURTHER RESOLVED, that a Certificate of Availability of Funds from the Chief Financial Officer is attached hereto in the amount of \$20,000.00.

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 **Regular Meeting** held on **February 7, 2014**.



Donna L. Frederick, RMC
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 Neil Young, 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: WILLIAM BLANEY OF THE LAW FIRM OF BLANEY & DONOHUE, P.A.

FOR: PROFESSIONAL SERVICES – LABOR COUNSEL

IN THE AMOUNT OF: \$20,000.00

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

AMOUNT: \$20,000.00

ACCOUNT(S) 4-01-20-155-027

TOTAL AMOUNT OF CONTACT: \$20,000.00

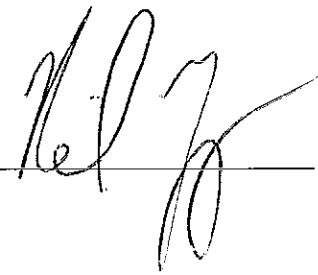
Amount Certified by this Certification: \$20,000.00

_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: February 7, 2014

Chief Financial Officer: 

Resolution # 2014-021

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this 1st day of January, 2014 by and between the BOROUGH OF WEST WILDWOOD, in the County of Cape May, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 but not less than \$800. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 et seq., will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the principals of McManimon, Scotland & Baumann, LLC controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, the BOROUGH OF WEST WILDWOOD has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

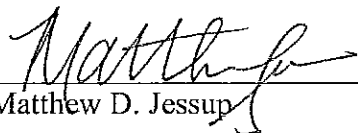
BOROUGH OF WEST WILDWOOD

ATTEST:



By: 

McMANIMON, SCOTLAND & BAUMANN, LLC

By: 
Matthew D. Jessup

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

RESOLUTION 2014-022

**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

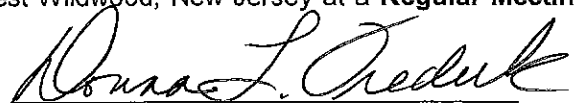
WHEREAS, the Board of Commissioners of the Borough of West Wildwood desire to enter into a Managed Service Agreement with ACA Computers, Inc., commencing February 1, 2014, upon the properly executed Acceptance of Managed Service Agreement, for a term of 12 months, in the amount of \$2750.00 per month.

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 2014 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, RMC, Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



Donna L. Frederick, RMC
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 Neil Young 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) 4-01-20-140-026

TOTAL AMOUNT OF CONTACT: \$33,000.00

Amount Certified by this Certification: \$33,000.00

_____ TEMPORARY BUDGET CERTIFICATION @ 25%

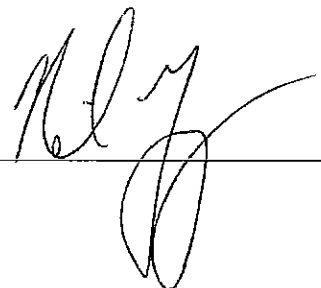
_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: February 7, 2014

Chief Financial Officer:

Resolution # 2014-022



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

RESOLUTION 2014-023

**AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF
WEST WILDWOOD AND EDMUNDS & ASSOCIATES FOR
APPLICATION SOFTWARE AND SUPPORT UPGRADES**

WHEREAS, Edmunds & Associates, with offices located at 301A Tilton Road, Northfield, NJ 08225 has submitted a proposal to the Borough of West Wildwood for Application Software and Support System upgrades, the terms of the agreement are hereby attached; and

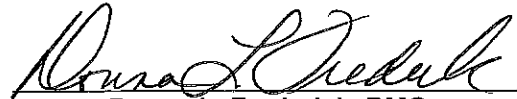
WHEREAS, the Board of Commissioners of the Borough of West Wildwood deem it in the best interest of the Borough to continue using the software provided by Edmunds & Associates.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized on behalf of the Borough to sign the Application Software and Support Services Upgrades Agreement.

BE IT FURTHER RESOLVED that a full copy of the executed Agreement and Certification of Availability of Funds (contingent upon the final passage of the 2014 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



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


2014 Annual Software Support Agreement

To receive continued Application Software Support and MCSJ/SBx/UAx System upgrades from Edmunds & Associates, Inc. (E&A), you must enter into this agreement. The terms of this agreement are listed below:

1. Any defects in the E&A Application Software as determined by E&A will be corrected at no cost to the user provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. E&A is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ/SBx/UAx licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. E&A end user documentation, faq's, helpful hints, video tutorials and chat is available via our website at www.edmundsassoc.com
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of E&A proprietary software is required to have a high-speed connection. E&A will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an on site visit from either our support or hardware staff is billable at the rate of \$150 per hour for each support person or technician.
6. E&A's liability on any claim shall not exceed the original cost of the E&A proprietary software system. In no event shall E&A be held liable for consequential, incidental, special or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. E&A reserves the right to withdraw without penalty any E&A application software package from coverage at our sole discretion upon thirty (30) days notice.
8. This agreement must be signed and returned by December 31, 2013 for continued support. The effective date of this agreement is January 1, 2014 through December 31, 2014.

Client: BOROUGH OF WEST WILDWOOD

Authorized Representative: _____


Signature

2/7/14
Date

Printed Name: MAYOR CHRISTOPHER J. FOX

100213

301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
support@edmundsassoc.com
www.edmundsassoc.com

2014 Minimum Recommended Back-up Procedures

Edmunds & Associates strongly recommends the installation of a tape back up in the fileserver, utilizing third party back up software. The fileserver should have a high speed Internet connection. If this is not possible, a pc on the network with a high-speed connection will suffice.

If you do not install as recommended we will not be able to view the tape status or restore files remotely. There would result in an unnecessary delay restoring files if we do not have remote access. All on site visits and phone consultations will be billable at our current hourly rate of \$ 150 per hour regardless of hardware maintenance coverage.

As a reminder we would like to review the minimum suggested back up procedures.

- ✓ Daily back up of data files. Five different tapes should be used, one for each day of the week.
- ✓ Tapes should be rotated and stored off site on a daily basis.
- ✓ Complete MCSJ/SBx/UAX system back up should be done at least weekly.
- ✓ Monthly back up tapes should be archived for at least 3 months.

The MCSJ applications verify that Edmunds data files have been successfully backed up every 3 days. It is the responsibility of each client to insure other files, such as pdf's and word processing are being properly backed up.

Client name: BOROUGH OF WEST WILDWOOD Date: 2/7/14

Employee signature: 

Printed name: MAYOR CHRISTOPHER J. FOX

Please make a copy for your records and distribute as necessary

Please sign and fax back to 609-645-3111.

100213

October 2, 2013

Dear Client:

Thank you for selecting Edmunds & Associates, the industry leader in commitment to innovation, support services, R&D investment and client/staff education.

Regardless of whether you are a calendar or fiscal year entity, all support agreements are due January 6, 2014, and cover the period of January 1, 2014 through December 31, 2014.

- All attached agreements must be signed and returned prior to December 31, 2013 to avoid delays in providing support.
- If you purchased your system sometime in calendar year 2013, your support agreements have been pro-rated to the date of purchase to account for your one year of free support. If your system was purchased in 2012, and this year there is an increase, it's because your 2013 support agreement was pro-rated.
- The software support agreement is mandatory and must be entered into for you to receive software support and updates.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds & Associates greatly appreciates the opportunity to serve your organization.

Best regards,

Edmunds & Associates, Inc.

2014 Annual Support Maintenance Services

Client Support Services

- Staffed with Certified Finance Officers & Tax Collectors
- All staff complete Rutgers University Governmental Courses
- Phone support with priority resolution escalation
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCS software operation
- MCS report printing resolution

Software Updates & New Products

- Client voting for Software Enhancements in "The Voice" community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost
- Code Enforcement & Permitting Module is now available
- Employee HR/Payroll Self-service web portal is now available

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- User forums
- Software system & technical documentation

Client Services

- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Newsletter subscription
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

100213



301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
support@edmundsassoc.com
www.edmundsassoc.com

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

RESOLUTION 2014-024

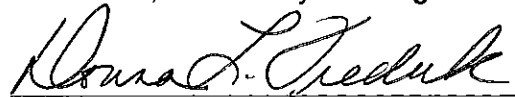
**A RESOLUTION AUTHORIZING THE BOROUGH OF WEST WILDWOOD
TO REQUEST FOR PROPOSALS (RFP)
FOR CURBSIDE PICKUP AND REMOVAL OF RECYCLABLE
METALS AND FREON CONTAINING APPLIANCES**

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 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



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

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

RESOLUTION 2014-025

**AUTHORIZING PURCHASES WITH VENDORS WHO ARE
UNDER CURRENT N.J. STATE CONTRACTS**

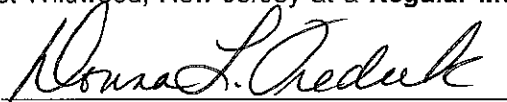
WHEREAS, the Borough of West Wildwood routinely purchase certain supplies and equipment; and

WHEREAS, certain vendors have been awarded State Contracts, through an open and competitive bidding process through the State of New Jersey and hold a valid State Contract which allows the Borough of West Wildwood to purchase from those vendors without going to bid, saving the taxpayers money.

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 hereby authorizes purchases with vendors holding current State Contracts pursuant to the Laws of the State of 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



Donna L. Frederick, RMC
Municipal Clerk

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

RESOLUTION NO. 2014-026

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

WHEREAS, the Board of Commissioners of the Borough of West Wildwood has a need to acquire Professional Services of a Bond Counsel; and

WHEREAS, McManimon, Scotland & Baumann, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068, hereinafter referred to as "Counsel" has submitted a Proposal for said services, which is on file with the Municipal Clerk; and

WHEREAS, McManimon, Scotland & Baumann has completed and submitted a Business Entity Disclosure which certifies that no reportable contributions to a political or candidate committee in the name of West Wildwood Borough Commissioner within the previous year and that this Contract will prohibit McManimon, Scotland & Baumann from making any reportable contributions for the term of this Contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of West Wildwood, Cape May County, New Jersey that the Mayor be and he is hereby authorized to execute a Contract with McManimon, Scotland & Baumann, to serve a Bond Counsel for the Borough of West Wildwood; and

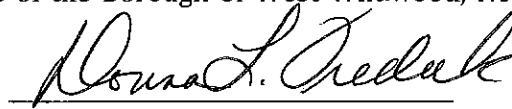
BE IT FURTHER RESOLVED that the term of appointment shall commence on January 1, 2014 and expire on December 31, 2014.

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because N.J.S.A. 40A:11-5, which provides inter alia, that no local unit shall be required to advertise for bids for services rendered or performed by a person authorized by law to practice a recognized professional and whose practice is regulated by law, or to advertise for bids for services which are of such a qualitative nature as will not reasonably permit the drawing of specifications or the receipt of competitive bids all of which classification the aforesaid contract falls within; and

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, RMC**, Municipal Clerk for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



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

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

RESOLUTION 2014-027

A RESOLUTION APPROVING BUDGET TRANSFERS FOR THE BUDGET YEAR 2013

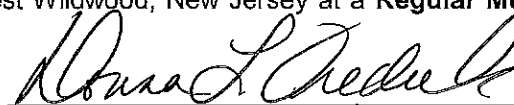
WHEREAS, the following transfers are necessary to make certain year end transfers to the FY2013 Budget

NOW, THEREFORE, BE IT RESOLVED that the following FY2013 transfers be made:

<u>Budget Description</u>	<u>From</u>	<u>To</u>	<u>Budget Account</u>
Unemployment Compensation	2,920.00		3-01-23-225-000
Legal Services O/E		2,920.00	3-01-20-155-027
	<u>2,920.00</u>	<u>2,920.00</u>	

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

I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.


 Donna L. Frederick, RMC
 Municipal Clerk

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

RESOLUTION 2014-028

**AUTHORIZING THE BOROUGH ENGINEER TO PREPARE DOCUMENTS
PROVIDE SURVEY, DRAFTING AND ENGINEERING DESIGNS FOR BOROUGH
DRAINAGE AND ROADWAY PROJECTS**

WHEREAS, the Board of Commissioners have requested the Borough Engineer to provide construction cost estimates for improvements to Borough roadways including drainage projects; and

WHEREAS, the Board of Commissioners authorize the cost of said services estimated at \$70,000.00 to be paid from Bond Ordinance 512(2011).

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey hereby authorize the Borough Engineer to proceed with the preparation of construction designs.

	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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2014**.



**Donna L. Frederick, RMC
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 Neil Young, 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: REMINGTON, VERNICK ENGINEERS

FOR: PROFESSIONAL SERVICES – ENGINEERING SERVICES

IN THE AMOUNT OF: \$70,000.00

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

AMOUNT: \$70,000.00

ACCOUNT(S) C-04-55-911-102

TOTAL AMOUNT OF CONTACT: \$70,000.00

Amount Certified by this Certification: \$70,000.00

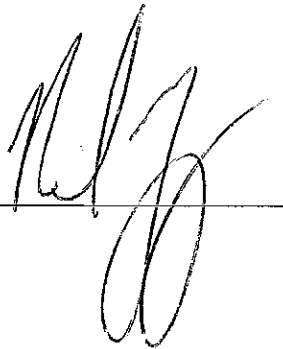
_____ TEMPORARY BUDGET CERTIFICATION @ 25%

_____ PERMANENT BUDGET CERTIFICATION @ 100%

✓
_____ CONTINGENCY CERTIFICATION: UPON ADOPTION OF FINAL BUDGET.

Date: February 7, 2014

Chief Financial Officer: _____



Resolution # 2014-028

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

RESOLUTION 2014-029

A RESOLUTION AMENDING THE POLICIES AND PROCEDURES MANUAL

WHEREAS, in accordance with Resolution 2012-007, the Borough of West Wildwood adopted a Policies and Procedures Manual (Manual) effective date January 1, 2012; and

WHEREAS, MEL/JIF has informed the Borough of changes in the law which need to be adopted as amendments to the current Manual; and

WHEREAS, it is deemed to be in the best interest of the Borough to make amendments to the Manual as follows:

1.) Pages 20-21, to be included in the Family and Medical Leave Act Policy:

- a.) As per “NJ SAFE Act” P.L. 2013, c82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12 month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12 month period. Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6 Leave may also be taken by an employee whose child, parent, spouse, domestic partner or civil union partner is a victim of domestic violence or a sexually violent offense.

The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20 day period of unpaid leave. If the employee requests leave for a reason covered by both the NJSAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee’s entitlement under each respective law.

The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

Additional information concerning the New Jersey SAFE Act and eligibility requirements is available from the Municipal Clerk.

- b.) **Military Caregiver Leave:** entitles eligible employee who is the spouse, son, daughter, parent or “next of kin” of a covered veteran who works for a covered employer to take up to a total of 26 workweeks during a single 12-month period, of unpaid, job-protected leave to care for a family member who is a covered veteran with a “serious injury or illness.”

Next of Kin: the nearest blood relative, other than the veteran’s spouse, parent, son or daughter in the following order of priority:

1. a blood relative who has been designated *in writing* by the service member as the next of kin for FMLA purposes
2. blood relative who has been granted legal custody of the service member
3. brothers and sisters
4. grandparents
5. aunts and uncles
6. first cousins

The single 12-month period for military caregiver leave begins on the first day the employee takes leave for the reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA leave reasons.

An employer may require that leave to care for a veteran be supported by a certification completed by an authorized health care provider.

2.) Page 21 - Military Leave Policy:

Paragraph three (3) to be deleted in its entirety and replaced with the following:

- a.) As per **State Law as contained in N.J.S.A. 38 and 38A and N.J.A.C. 4A** which provides that members of the NJ National Guard are entitled to paid military leave for up to 90 workdays each year. Members of the Reserves are entitled to paid military leave for up to 30 workdays each year. Employees must be permanent, at-will, or Full-Time Temporary. Drill weekends are not considered active duty for purposes of paid military leave. Employees must be excused for any period of military service including drills, annual training, and other active duty.
- b.) During the period of active military duty, the employee shall be paid the difference between military salary and the employee's regular salary for a period not to exceed ninety (90) days. Employees on active service will also continue to receive paid health insurance coverage during the ninety (90) days, plus an additional thirty days. After this period has expired, employees may continue coverage for themselves or their dependents under the Borough group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the ninety (90) day period.

3.) Page 18 – Addition to SECTION THREE: Paid and Unpaid Time Off Policies:

ACCUMULATED ABSENCE MANAGEMENT AND FINANCING:

To provide for the process to pay for accumulated absences in accordance with the provisions of N.J.A.C. 5:30-15.

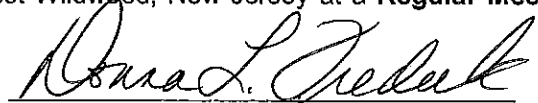
NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, hereby approves and adopts the amendments to the Policy and Procedures Manual.

BE IT FURTHER RESOLVED, that the conditions and applicability of these amendments shall extend to the same resolved conditions and applicability as established in Resolution 2012-007, as set forth in their entirety herein.

BE IT FURTHER RESOLVED, that the Municipal Clerk is directed to provide a copy of this resolution to all employees, obtaining the executed confirmation of receipt of same, and to do so forthwith, and append a copy of this Resolution to the inside cover of all Manuals in the possession 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, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 7, 2013**.



Donna L. Frederick, RMC
Municipal Clerk