

**FEBRUARY**

**2015**

# **WORKSHOP MEETING**

**FEBRUARY 2, 2015**

*"Incorporated March 12, 1852 City"*

**AGENDA**  
**WORKSHOP MEETING – FEBRUARY 2, 2015**  
**9:00 AM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

THIS WORKSHOP MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING HAS BEEN ESTABLISHED IN AN ANNUAL WORKSHOP MEETING NOTICE RESOLUTION 2014-117 ADOPTED ON DECEMBER 4, 2014. NOTICES OF THIS MEETING WERE SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD.

**ROLL CALL:**

**DISCUSSION:**

Possible agenda items for regular meeting

**RESOLUTIONS:**

**2015-032 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS**

**Open to the Floor for Public Comment:**

**ADJOURNMENT**

**OFFICIAL ACTION MAY BE TAKEN**

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

BOROUGH OF WEST WILDWOOD  
BOARD OF COMMISSIONERS  
**WORKSHOP MEETING**  
MONDAY – FEBRUARY 2, 2015  
9:00 AM

**MINUTES:**

Comm. Maxwell called the meeting to order, read the OPMA statement and led the Pledge of Allegiance

**ROLL CALL: Present**

Comm. Golden  
Comm. Maxwell  
Solicitor Cafiero  
Municipal Clerk Donna L. Frederick

**ABSENT:**

Mayor Fox

**DISCUSSION:**

The clerk review possible agenda items for the regular meeting. Clerk informed the Commissioners that the Borough received a letter from former Engineer John A. Fearheller, Jr., P.E. regarding the closing out of the Avenue N and portions of Pine Avenue NJDOT project F.Y. 2009. With this information he also asked if he could have permission to enter into the SAGE system for review access only to check on the progress of the final closing of this project. Mr. Fearheller also attached a Memorandum of Agreement detailing outstanding vouchers left unpaid from the prior administration, with the request that at least one of the open vouchers be paid, as a show of good faith, it can be the smallest amount due (\$200.00). Comm. Golden sees nothing wrong with this and Comm. Maxwell agreed to clean it up.

Comm. Maxwell opened up the meeting for public comment, hearing none, closed the public portion.

Clerk read Resolution 2015-032 authorizing a Closed (Executive) Session of the Board of Commissioners And asked for a motion to adopt

Motion by Comm. Golden; Seconded by Comm. Maxwell

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes.

Clerk asked for a motion to reconvene from closed session

Motion by Comm. Maxwell; Seconded by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes.

**Motion to Adjourn:**

Motion by Comm. Golden; Second by Comm. Maxwell

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes.

Motion carried.

Respectfully submitted

  
Donna L. Frederick, RMC, Municipal Clerk

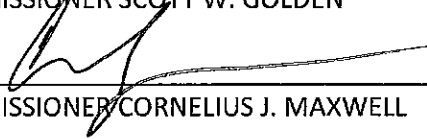
**THESE MINUTES WERE APPROVED AT THE FEBRUARY 6, 2015, REGULAR COMMISSION MEETING**



\_\_\_\_\_  
MAYOR CHRISTOPHER J. FOX



\_\_\_\_\_  
COMMISSIONER SCOTT W. GOLDEN



\_\_\_\_\_  
COMMISSIONER CORNELIUS J. MAXWELL

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

RESOLUTION 2015-032

**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

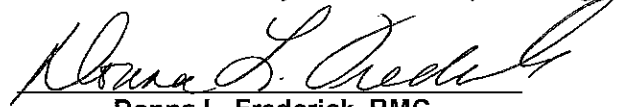
**WHEREAS**, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

**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, 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 2, 2015**.

  
Donna L. Frederick, RMC  
Municipal Clerk

# **REGULAR MEETING**

**FEBRUARY 6, 2015**

**AGENDA**  
**REGULAR MEETING – FEBRUARY 6, 2015**  
**7:00pm – ACTION MEETING**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

THIS REGULAR MEETING WAS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETING LAW. NOTICE OF THIS MEETING HAS BEEN ESTABLISHED IN AN ANNUAL MEETING NOTICE RESOLUTION NO. 2014-116 ADOPTED ON DECEMBER 4, 2014. NOTICE OF THIS MEETING WAS SENT TO THE ATLANTIC CITY PRESS AND THE CAPE MAY COUNTY HERALD ELECTRONICALLY AND POSTED CONTINUOUSLY ON THE OFFICIAL CLERKS BULLETIN BOARD.

**ROLL CALL:**

**APPROVAL OF MINUTES:**

January 2, 2015 Regular Meeting  
February 2, 2015 Workshop Meeting

**ORDINANCES:**

**ORDINANCE 536(2015): Second Reading/Public Hearing: PRIVATE STORM DRAIN INLET RETROFITTING**

**ORDINANCE 537(2015): Second Reading/Public Hearing REFUSE CONTAINERS/DUMPSTER REGULATIONS RELATING TO STORMWATER MANAGEMENT**

**ORDINANCE 538(2015) Second Reading/Public Hearing: AN ORDINANCE REPLACING ORDINANCE NO. 516 (2012) AND DETERMINING THE SALARIES AND COMPENSATION TO BE PAID TO THE ELECTIVE AND APPOINTED OFFICIALS AND EMPLOYEES OF THE BOROUGH OF WEST WILDWOOD IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, PROVIDING FOR THE RAISING OF THE AMOUNTS THEREOF BY TAXATION AND PROVIDING FOR THE TIME AND METHOD OF PAYMENT THEREOF**

**ORDINANCE 539(2015) First Reading/Introduction : AN ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF**



**ORDINANCE 540(2015) First Reading/Introduction: AN ORDINANCE AMENDING ORDINANCE 326 TITLED ORDINANCE TO ESTABLISH GENERAL TRAFFIC REGULATIONS WITHIN THE BOROUGH OF WEST WILDWOOD IN CONFORMANCE WITH TITLE 39 OF THE REVISED STATUTES OF NEW JERSEY AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS**

**RESOLUTIONS:**

**2015-033 – AUTHORIZING A MANAGED SERVICES AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND ACA COMPUTERS, INC.**

**2015-034 – AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND EDMUNDS & ASSOCIATES FOR APPLICATION SOFTWARE & SUPPORT**

**2015-035 – AUTHORIZING GREEN EARTH METAL RECYCLING TO PROVIDE CURBSIDE PICK UP AND REMOVAL OF RECYCLABLE METAL & FREON CONTAINING APPLIANCES**

**2015-036 – APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATORS**

**2015-037 – A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR SEWER DISCONNECTION ESCROW FUNDS**

**2015-038 – A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR BULKHEAD ESCROW FUNDS**

**2015-039 – APPOINTMENT OF FIRE CODE OFFICIAL, ASST CONSTRUCTION OFFICIAL, MERCANTILE LICESE INSPECTOR**

**2015-040 – AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH OF WEST WILDWOOD AND JOHN A. FEAIRHELLER, JR., P.E.**

**2015-041 – REPEALING RESOLUTION 2015-027 AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN TH BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD FOR THE PURPOSE OF UTILIZING THEIR FUELING STATION**

**2015-042 – AUTHORIZING THE COOPERATIVE PURCHASING OF FUEL BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD**

**2015-043 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS**

*Minutes of the Board of Commissioners*

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*Date: \_\_\_\_\_*

**APPROVAL TO PAY BILLS**

**REPORTS FROM COMMISSIONERS**

**OPEN TO THE FLOOR FOR PUBLIC COMMENT**

**ADJOURNMENT**

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

BOROUGH OF WEST WILDWOOD  
BOARD OF COMMISSIONERS  
**REGULAR MEETING**  
FEBRUARY 6, 2015  
7:00PM – ACTION MEETING

**MINUTES:**

Mayor Fox called the meeting to order, led the Pledge of Allegiance and read the OPMA statement

**ROLL CALL: Present**

Comm. Golden  
Comm. Maxwell  
Mayor Fox  
Solicitor Cafiero  
Municipal Clerk Donna L. Frederick

**APPROVAL OF MINUTES:**

Clerk asked for a motion for the approval of the minutes of previous meetings as presented  
January 2, 2015 Regular Meeting  
February 2, 2015 Workshop Meeting  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Motion Adopted

Clerk asked for a motion for the approval of the closed session meeting minutes as presented  
February 2, 2015 Closed Session Meeting  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Motion Adopted

**ORDINANCES: clerk read the following Ordinances by title:**

ORDINANCE 536(2015): Second Reading/Public Hearing: PRIVATE STORM DRAIN INLET RETROFITTING

Mayor opened up the meeting to the floor for public comment on this ordinance.  
Hearing no comment the Mayor closed the public hearing portion.  
Clerk asked for a motion to adopt ordinance after public hearing  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Ordinance Adopted

ORDINANCE 537(2015): Second Reading/Public Hearing REFUSE CONTAINERS/DUMPSTER REGULATIONS RELATING TO STORMWATER MANAGEMENT

Mayor opened up the meeting to the floor for public comment on this ordinance.  
Hearing no comment the Mayor closed the public hearing portion.  
Clerk asked for a motion to adopt ordinance after public hearing

Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Ordinance Adopted

ORDINANCE 538(2015) Second Reading/Public Hearing: AN ORDINANCE REPLACING ORDINANCE NO. 516 (2012) AND DETERMINING THE SALARIES AND COMPENSATION TO BE PAID TO THE ELECTIVE AND APPOINTED OFFICIALS AND EMPLOYEES OF THE BOROUGH OF WEST WILDWOOD IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, PROVIDING FOR THE RAISING OF THE AMOUNTS THEREOF BY TAXATION AND PROVIDING FOR THE TIME AND METHOD OF PAYMENT THEREOF

Mayor opened up the meeting to the floor for public comment on this ordinance.

Hearing no comment the Mayor closed the public hearing portion.

Prior to calling for a motion to adopt this Ordinance Comm. Maxwell requested an amendment to this ordinance as follows:

Lower the minimum amount for Administrative Assistant, hourly, part time from \$10.10 to \$10.00

Lower the minimum amount for Clerk typist, hourly, part time from \$ 10.10 to \$10.00

Lower the minimum amount for Public Works Mechanic/Laborer, hourly, part time from \$ 12.00 to \$10.00

Correct a typo on the Fire Code Official maximum by removing one "0" to make it \$20,000.00

Add a new title and salary range for Assistant Construction Official – minimum \$5,000.00 – maximum \$ 15,000.00.

Clerk asked for a motion to adopt the amendments as presented by Comm. Maxwell

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Motion adopted.

Clerk informed the public that due to the amendments proposed to this ordinance it will be advertised for another public hearing at the next regular meeting on March 6, 2015, at 7:00pm prevailing time prior to consideration for final adoption.

ORDINANCE 539(2015) First Reading/Introduction : AN ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

Clerk asked for a motion to adopt ordinance on first reading/introduction.

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Ordinance Adopted on first reading/introduction by not less than 2/3rd vote of the full membership of the Governing Body

ORDINANCE 540(2015) First Reading/Introduction: AN ORDINANCE AMENDING ORDINANCE 326 TITLED "ORDINANCE TO ESTABLISH GENERAL TRAFFIC REGULATIONS WITHIN THE BOROUGH OF WEST WILDWOOD IN CONFORMANCE WITH TITLE 39 OF THE REVISED STATUTES OF NEW JERSEY AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS"

Clerk asked for a motion to adopt ordinance on first reading/introduction.  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Ordinance Adopted on first reading/introduction.

**RESOLUTIONS: CLERK READ BY NUMBER & TITLE**

2015-033 – AUTHORIZING A MANAGED SERVICES AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND ACA COMPUTERS, INC.

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-034 – AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND EDMUNDS & ASSOCIATES FOR APPLICATION SOFTWARE & SUPPORT

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-035 – AUTHORIZING GREEN EARTH METAL RECYCLING TO PROVIDE CURBSIDE PICK UP AND REMOVAL OF RECYCLABLE METAL & FREON CONTAINING APPLIANCES

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-036 – APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATORS

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-037 – A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR SEWER DISCONNECTION ESCROW FUNDS

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-038– A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND WHICH SHALL BE CONSIDERED A “DEDICATION BY RIDER” TO THE BUDGET OF THE BOROUGH OF WEST WILDWOOD FOR BULKHEAD ESCROW FUNDS

Clerk asked for a motion to adopt resolution  
Motion by Comm. Maxwell; Second by Comm. Golden  
Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Resolution Adopted

2015-039 – APPOINTMENT OF FIRE CODE OFFICIAL, ASST CONSTRUCTION OFFICIAL,  
MERCANTILE LICESE INSPECTOR

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Resolution Adopted

2015-040 – AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
BOROUGH OF WEST WILDWOOD AND JOHN A. FEAIRHELLER, JR., P.E.

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Resolution Adopted

2015-041 – RESCINDING RESOLUTION 2015-027 AUTHORIZING A SHARED SERVICES  
AGREEMENT BETWEEN TH BOROUGH OF WEST WILDWOOD AND THE CITY OF  
WILDWOOD FOR THE PURPOSE OF UTILIZING THEIR FUELING STATION

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, abstain.

Resolution Adopted

2015-042 – AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ENTER INTO A  
COMMODITY RESALE AGREEMENT WITH THE CITY OF WILDWOOD FOR GASOLINE AND  
DIESEL FUEL

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, abstain

Resolution Adopted

2015-043 – A RESOLUTION ACKNOWLEDGING AN ADDITIONAL MEMBER IN THE WEST  
WILDWOOD VOLUNTEER FIRE COMPANY

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Resolution Adopted

2015-044 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF  
COMMISSIONERS – No vote taken at this time, we will continue with the public portion of the meeting  
and then read this resolution.

Clerk asked for a motion for the APPROVAL TO PAY BILLS WHEN PROPERLY SIGNED AND  
ENDORSED: (list attached)

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Motion Carried

Reports from Commissioners:

Mayor gave the Police Activity Report for the month of January (copy attached). Regarding the resolution appointing Dan Speigel as inspector the Mayor thanked North Wildwood for the shared services, but feels that it will be more beneficial for the Borough to keep inspections and inspection fees in house.

Comm. Maxwell reported ten fire calls; two were mutual aid to Wildwood. The Fire Company continues to do their drills. He asked Maureen Smith, president of the Ladies Auxiliary if she had anything to report. She informed the public that the auxiliary will be holding two fundraisers. The first one is a lunch, soup and a half of a sandwich in March, and a spaghetti dinner in April. She also informed the public that they are always looking for help. Comm. Maxwell informed the public that they can now pay their taxes online with a credit card.

Comm. Golden reported 65 work orders for the DPW, and informed the public that the list is available. He also stated that the South end of Neptune construction should be starting soon and the Borough hopes to have a new street sweeper around April.

Mayor opened the meeting to floor for public comment.

LORI PERLOFF, 655 North Drive, asked about the message sign at the bridge. Mayor informed her that our Administrator has been getting prices, we want to get the best sign for our money, and we are hoping to have it late spring or early summer.

MAUREEN SMITH, 30 Venice Avenue, thanked Donna for explaining everything prior to the Commissioners vote. She thanked the Mayor for apologizing for his mistake.

JACK MEEHAN, 645 W. Poplar Avenue, asked if he could do a Memorial Day Fund Drive Collection for Wounded Warriors. Mayor asked if the Administrator would make arrangements to meet with Jack to discuss this idea.

LORI PERLOFF, 655 North Drive, asked when the dates are for the festival. Administrator informed the public that the children's bike parade will be on July 4<sup>th</sup> and the Family Festival and fireworks is on July 18<sup>th</sup>.

RITA DURST, 534 W. Pine Avenue, asked if it would be more beneficial to still have the parade and festival on the same day. Mayor Fox said if it is not successful then we will go back to having it together.

Hearing no more public comment the Mayor closed the public portion. The clerk read the following resolution:

2015-044 – AUTHORIZING A CLOSED (EXECUTIVE) SESSION OF THE BOARD OF COMMISSIONERS

Clerk asked for a motion to adopt resolution

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.

Resolution adopted.

The clerk asked for a motion to reconvene after the Closed (Executive) Session

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes.  
Motion Carried

Having no other business the Clerk asked for a motion to adjourn.

**Motion to Adjourn:**

Motion by Comm. Maxwell; Second by Comm. Golden

Roll Call Vote: Comm. Golden, yes; Comm. Maxwell, yes; Mayor Fox, yes

Motion carried.

Respectfully submitted



Donna L. Frederick, RMC  
Municipal Clerk

**THESE MINUTES WERE APPROVED AT THE MARCH 6, 2015 REGULAR COMMISSION MEETING**

ABSENT  
MAYOR CHRISTOPHER J. FOX



COMMISSIONER SCOTT W. GOLDEN



COMMISSIONER CORNELIUS J. MAXWELL



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

**ORDINANCE NO. 536(2015)**

**PRIVATE STORM DRAIN INLET RETROFITTING**

**SECTION I. Purpose:**

An ordinance requiring the retrofitting of existing storm drain inlets which are in direct contact with repaving, repairing, reconstruction, or resurfacing or alterations of facilities on private property, to prevent the discharge of solids and floatables (such as plastic bottles, cans, food wrappers and other litter) to the municipal separate storm sewer system(s) operated by the Borough of West Wildwood so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

**SECTION II. Definitions:**

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. Municipal separate storm sewer system (MS4)– a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough of West Wildwood or other public body, and is designed and used for collecting and conveying stormwater.
- b. Person – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.
- c. Storm drain inlet - an opening in a storm drain used to collect stormwater runoff and includes, but is not limited to, a grate inlet, curb-opening inlet, slotted inlet, and combination inlet.
- d. Waters of the State – means the ocean and its estuaries, all springs, streams and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

### **SECTION III. Prohibited Conduct:**

No person in control of private property (except a residential lot with one single family house) shall authorize the repaving, repairing (excluding the repair of individual potholes), resurfacing (including top coating or chip sealing with asphalt emulsion or a thin base of hot bitumen), reconstructing or altering any surface that is in direct contact with an existing storm drain inlet on that property unless the storm drain inlet either:

1. Already meets the design standard below to control passage of solid and floatable materials; or
2. Is retrofitted or replaced to meet the standard in Section V below prior to the completion of the project.

### **SECTION V. Design Standard:**

Storm drain inlets identified in Section IV above shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section V.3 below.

1. Design engineers shall use either of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
  - a. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996); or
  - b. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.

2. Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear space, if the curb opening has two or more clear spaces) shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

3. This standard does not apply:

- a. Where the municipal engineer agrees that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards;
- b. Where flows are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
  - i. A rectangular space four and five-eighths inches long and one and one-half inches wide (this option does not apply for outfall netting facilities); or
  - ii. A bar screen having a bar spacing of 0.5 inches.
- c. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1") spacing between the bars; or
- d. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

**SECTION V. Enforcement:**

This ordinance shall be enforced by the Police Department and/or any other Municipal Officials of the Borough of West Wildwood.

**SECTION VI. Penalties:**

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine not to exceed \$2,000.00 for each storm drain inlet that is not retrofitted to meet the design standard.

**SECTION VII. Severability:**

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

**SECTION VIII. Effective date:**

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

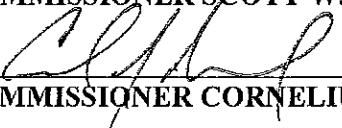
**FIRST READING/INTRODUCTION:**

**PUBLICATION:**

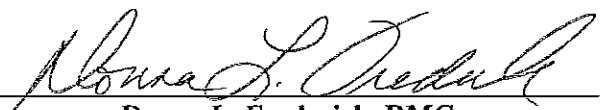
**COMMISSIONERS:**

  
\_\_\_\_\_  
**MAYOR CHRISTOPHER J. FOX**

  
\_\_\_\_\_  
**COMMISSIONER SCOTT W. GOLDEN**

  
\_\_\_\_\_  
**COMMISSIONER CORNELIUS J. MAXWELL**

I, Donna L. Frederick, RMC, Municipal Clerk of the Borough of West Wildwood, Cape May County, do hereby certify the forgoing to be a true and correct copy of an ordinance introduced and passed on the first reading at the January 2, 2015 Regular Meeting, and will be considered for final passage after a public hearing to be held on February 6, 2015, at 7:00pm prevailing time, at the West Wildwood Borough Hall, 701 W. Glenwood Avenue, West Wildwood, N.J.

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

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

**ORDINANCE NO. 537(2015)**

**REFUSE CONTAINERS / DUMPSTER REGULATIONS RELATING TO  
STORMWATER MANAGEMENT**

**SECTION I. Purpose:**

An ordinance requiring dumpsters and other refuse containers that are outdoors or exposed to stormwater to be covered at all times and prohibits the spilling, dumping, leaking, or otherwise discharge of liquids, semi-liquids or solids from the containers to the municipal separate storm sewer system(s) operated by the Borough of West Wildwood and/or the waters of the State so as to protect public health, safety and welfare, and to prescribe penalties for the failure to comply.

**SECTION II. Definitions:**

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a. Municipal separate storm sewer system (MS4) – a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that is owned or operated by the Borough of West Wildwood or other public body, and is designed and used for collecting and conveying stormwater.
- b. Person – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.
- c. Refuse container – any waste container that a person controls whether owned, leased, or operated, including dumpsters, trash cans, garbage pails, and plastic trash bags.
- d. Stormwater – means water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, is captured by separate storm sewers or other sewerage or drainage facilities, or is conveyed by snow removal equipment.
- e. Waters of the State – means the ocean and its estuaries, all springs, streams and bodies of surface or ground water, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

### **SECTION III. Prohibited Conduct:**

Any person who controls, whether owned, leased, or operated, a refuse container or dumpster must ensure that such container or dumpster is covered at all times and shall prevent refuse from spilling out or overflowing.

Any person who owns, leases or otherwise uses a refuse container or dumpster must ensure that such container or dumpster does not leak or otherwise discharge liquids, semi-liquids or solids to the municipal separate storm sewer system(s) operated by the Borough of West Wildwood.

### **SECTION IV. Exceptions to Prohibition:**

- a. Permitted temporary demolition containers
- b. Litter receptacles (other than dumpsters or other bulk containers)
- c. Individual homeowner trash and recycling containers
- d. Refuse containers at facilities authorized to discharge stormwater under a valid NJPDES permit
- e. Large bulky items (e.g., furniture, bound carpet and padding, white goods placed curbside for pickup)

### **SECTION V. Enforcement:**

This ordinance shall be enforced by the West Wildwood Police Department and/or other Municipal Officials of the Borough of West Wildwood.

### **SECTION VI. Penalties:**

Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine not to exceed \$2,000.00.

### **SECTION VII. Severability:**

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

### **SECTION VIII. Effective date:**

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

FIRST READING/INTRODUCTION: 2015-01-02  
PUBLICATION:

COMMISSIONERS:

  
\_\_\_\_\_  
MAYOR CHRISTOPHER J. FOX

  
\_\_\_\_\_  
COMMISSIONER SCOTT W. GOLDEN

  
\_\_\_\_\_  
COMMISSIONER CORNELIUS J. MAXWELL

I, Donna L. Frederick, RMC, Municipal Clerk of the Borough of West Wildwood, Cape May County, do hereby certify the forgoing to be a true and correct copy of an ordinance introduced and passed on the first reading at the January 2, 2015 Workshop Meeting, and will be considered for final passage after a public hearing to be held on February 6, 2015, at 7:00pm prevailing time, at the West Wildwood Borough Hall, 701 W. Glenwood Avenue, West Wildwood, N.J.

  
\_\_\_\_\_  
Donna L. Frederick, RMC  
Municipal Clerk

**BOROUGH OF WEST WILDWOOD  
CAPE MAY COUNTY, NEW JERSEY  
ORDINANCE NO. 538 (2015)**

**AN ORDINANCE REPLACING ORDINANCE NO. 516 (2012) AND DETERMINING THE SALARIES AND COMPENSATION TO BE PAID TO THE ELECTIVE AND APPOINTED OFFICIALS AND EMPLOYEES OF THE BOROUGH OF WEST WILDWOOD IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, PROVIDING FOR THE RAISING OF THE AMOUNTS THEREOF BY TAXATION AND PROVIDING FOR THE TIME AND METHOD OF PAYMENT THEREOF.**

**BE IT ORDAINED**, by the Board of Commissioners of the Borough of West Wildwood, in the County of Cape May, New Jersey, the Governing Body of the Borough of West Wildwood, as follows:

**Section 1.** The salaries and compensation to be paid to the elective officers and appointive officers and employees of the Borough of West Wildwood, in the County of Cape May and State of New Jersey, shall be within the ranges specified herein; said salary or compensation shall be paid no more frequently than bi-weekly, and shall be paid by check, signed by, other than payroll checks two Borough Commissioners and either the Clerk or Deputy Clerk.

**Section 2.** All fees of any said officers for services required by him or her by Ordinance or Resolution of the governing body shall, within the calendar month of the receipt by him or her, be paid into the Borough Treasury by each officer for the use of the Borough, provided however, that his section shall not apply to officers herein mentioned who are paid their compensation in fees.

**Section 3.** The following designated elective and appointive officials and employees of the Borough of West Wildwood from and after the adoption thereof, shall be paid an annual salary in full compensation for all services rendered, other than for those services which may be subject to a separate contract, as follows:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Administrator	\$28,000.00	\$70,000.00
Assistant to the Administrator	\$23,400.00	\$55,000.00
Administrative Assistant, hourly, part-time	\$10.10	\$20.00
Borough Clerk	\$28,000.00	\$70,000.00
Deputy Borough Clerk	\$26,000.00	\$58,000.00
Clerk Typist, hourly, part-time	\$10.10	\$20.00
Chief Financial Officer	\$7,500.00	\$65,000.00
Deputy Chief Financial Officer	\$5,000.00	\$25,000.00
Code Enforcement Officer/Licensing Inspector	\$1,000.00	\$10,000.00
Collector of Utility Rents	\$5,000.00	\$46,000.00
Deputy Collector of Utility Rents	\$3,000.00	\$10,000.00
Commissioner	\$6,000.00	\$15,000.00
Computer Clerk	\$23,400.00	\$55,000.00



Court Administrator	\$1,500.00	\$7,500.00
Deputy Court Administrator	\$1,000.00	\$5,000.00
Election Board Member (per election)	SET BY LAW	
Emergency Management Coordinator	\$ 150.00	\$3,000.00
Fire Code Official	\$1,500.00	\$20,000.00
Improvement Search Officer	FEES COLLECTED	
Judge	\$2,500.00	\$7,500.00
Police Chief	\$50,000.00	\$90,000.00
Deputy Police Chief	\$45,000.00	\$80,000.00
Lieutenant	\$40,000.00	\$70,000.00
Sergeant	\$30,000.00	\$65,000.00
Police Officer, full-time	\$22,500.00	\$65,000.00
Police Officer - Class II, hourly	\$11.00	\$25.00
Prosecutor	\$1,500.00	\$5,000.00
Public Defender, per case	\$75.00	\$150.00
Public Works Supervisor	\$37,500.00	\$60,000.00
Asst. to Public Works Supervisor	\$25,000.00	\$45,000.00
Public Works Foreman	\$32,000.00	\$50,000.00
Public Works Mechanic	\$25,000.00	\$40,000.00
Public Works Laborer	\$23,500.00	\$40,000.00
Public Works Mech. & or Laborer, hourly, part-time	\$12.00	\$25.00
Recycling Coordinator	\$500.00	\$3,500.00
Registrar of Vital Statistics	FEES COLLECTED	
Deputy Registrar of Vital Statistics	FEES COLLECTED	
Secretary/Land Use (Planning Board)	\$500.00	\$5,000.00
Solicitor (excluding costs & litigation fees)	\$15000.00	\$45,000.00
Tax Assessor	\$12,000.00	\$30,000.00
Tax Collector	\$5,000.00	\$30,000.00
Deputy Tax Collector	\$2,500.00	\$25,000.00
Tax Search Officer	FEES COLLECTED	
Treasurer	\$5,000.00	\$30,000.00
Waste Water Superintendent	\$500.00	\$7,500.00
Web Master/Internet Network Coordinator	\$3,000.00	\$5,500.00
Zoning Official	\$1,500.00	\$8,500.00

**Section 4.** The Board of Commissioners of the Borough of West Wildwood are hereby directed to include in the annual Appropriation Ordinance the sum necessary to be raised to pay said salaries and compensations, and there shall be raised in the same manner and at the same time as other taxes are levied, a tax upon all taxable property in the Borough of West Wildwood, in the County of Cape May and State of New Jersey, sufficient to produce said amounts.

**Section 5.** All preceding Salary Ordinances of the Borough of West Wildwood are superseded hereby and are hereby repealed.

Section 6. This Ordinance shall be known as the "Salary Ordinance" and shall remain in full force and effect unless repealed or amended according to law.

Section 7. This Ordinance shall be in effect upon its final passage and publication as provided by law.

*FIRST READING DATE: 2015 01-02*

COMMISSIONERS:



\_\_\_\_\_  
Mayor Christopher J. Fox



\_\_\_\_\_  
Commissioner Scott W. Golden



\_\_\_\_\_  
Commissioner Cornelius J. Maxwell

The foregoing Ordinance was introduced and passed at the Regular scheduled meeting of the Board of Commissioners of the Borough of West Wildwood, New Jersey, on the 2<sup>nd</sup> day of January, 2015 and will be considered for final passage after public hearing at the Regular Scheduled Meeting of said Board of Commissioners at Borough Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey, on Friday, February 6, 2015, at 7:00pm.



\_\_\_\_\_  
Donna L. Frederick, RMC  
Municipal Clerk

**BOROUGH OF WEST WILDWOOD  
COUNTY OF CAPE MAY, NEW JERSEY**

**ORDINANCE NO. 539 (2015)**

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY, APPROPRIATING \$450,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$440,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE BOROUGH BOROUGH BOARD OF COMMISSIONERS OF THE BOROUGH OF WEST WILDWOOD, IN THE COUNTY OF CAPE MAY, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of West Wildwood, in the County of Cape May, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$450,000, including a grant expected to be received from the State of New Jersey Department of Transportation for the purpose in Section 3(b) (the "State Grant") and further including the aggregate sum of \$10,000 as the several down payments for

the improvements or purposes required by the Local Bond Law. Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvement or purpose in Section 3(b) since it is being partially funded by the State Grant. The amount of the down payment is 5% of the costs of the improvements or purposes not covered by the State Grant (\$200,000). The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments and in anticipation of receipt of the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$440,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
a) Repaving of various streets, all as set forth on a list on file in the Office of the Clerk, including but not limited to the 500 Block of Magnolia Avenue and I Avenue and further including all work and materials necessary therefor and incidental thereto.	\$150,000	\$142,500	10 years
b) The reconstruction of the 500 Block of Poplar Avenue, including all work and materials necessary therefor and incidental thereto.	\$250,000 (includes a grant expected to be received from State of New Jersey Department of Transportation)	\$250,000	10 years
c) The acquisition of playground equipment, including all related costs and expenditures incidental thereto.	\$50,000	\$47,500	15 years
TOTAL:	<u>\$450,000</u>	<u>\$440,000</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital

or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3(a) of this bond ordinance are not current expenses. They are all improvements or purposes that the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.53 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$440,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$90,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.



Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

COMMISSIONERS:

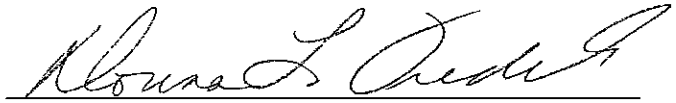
  
\_\_\_\_\_  
MAYOR CHRISTOPHER J. FOX

  
\_\_\_\_\_  
COMMISSIONER SCOTT W. GOLDEN

  
\_\_\_\_\_  
COMMISSIONER CORNELIUS J. MAXWELL

The foregoing Ordinance was introduced and passed at the advertised Regular Meeting of the Board of Commissioners meeting of the Borough of West Wildwood, County of Cape May, New Jersey on the 6th day of February, 2015 and will be considered for final passage after a public hearing at the Regular Meeting of said Board of Commissioners at the Municipal Hall, 701 W. Glenwood Avenue, West Wildwood, New Jersey on March 6, 2015 at 7:00pm prevailing time.

FIRST READING: 2015 02-06  
PUBLICATION: 2015 02-11  
SECOND READING: 2015 03-06  
PUBLICATION: 2015 03-12

A handwritten signature in cursive script, appearing to read "Donna L. Frederick".

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Donna L. Frederick, RMC  
Municipal Clerk

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

**ORDINANCE NO. 540(2015)**

**AN ORDINANCE AMENDING ORDINANCE NO. 326 TITLED  
“ORDINANCE TO ESTABLISH GENERAL TRAFFIC REGULATIONS  
WITHIN THE BOROUGH OF WEST WILDWOOD IN CONFORMANCE  
WITH TITLE 39 OF THE REVISED  
STATUTES OF NEW JERSEY AND THE MANUAL OF  
UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS”**

**WHEREAS**, the Borough of West Wildwood maintains municipal roadways and traffic control devices; and

**WHEREAS**, the Borough desires to document the approved locations of those traffic control devices:

**NOW THEREFOR BE IT RESOLVED** by the Governing Body of the Borough of West Wildwood that a schedule of stop intersections be added as follows:

The intersection described in Schedule IX, Stop Intersections, attached to and made part of this chapter, are hereby designated as stop intersections. Stop signs shall be provided therein.

In accordance with the provisions of Section 5.2, the following described intersections are hereby designated as Stop Intersections:

STOP SIGN ON	DIRECTION OF TRAVEL	AT THE INTERSECTION OF
Avenue A	East	Poplar Avenue
Avenue A	West	Glenwood Avenue
Avenue B	Northwest	Avenue A
Avenue B	Southwest	Glenwood Avenue
Avenue C	Northeast	Poplar Avenue
Avenue C	Southwest	Glenwood Avenue
Avenue D	Northeast	Poplar Avenue
Avenue D	Southwest	Glenwood Avenue
Avenue E	Northeast	Poplar Avenue
Avenue E	Southwest & Northeast	Glenwood Avenue
Avenue E	Southwest & Northeast	Maple Avenue
Avenue E	Southwest & Northeast	Pine Avenue

Avenue F	Northeast	Poplar Avenue
Avenue F	Southwest	Glenwood Avenue
Avenue G	Northeast	Poplar Avenue
Avenue G	Southwest	Glenwood Avenue
Avenue H	Northeast	Poplar Avenue
Avenue H	Southwest	Glenwood Avenue
Neptune Avenue	Northeast	Poplar Avenue
Neptune Avenue	Southwest & Northeast	Glenwood Avenue
Neptune Avenue	Southwest & Northeast	Maple Avenue
Neptune Avenue	Northeast & Southwest	Pine Avenue
Avenue I	Northeast	Poplar Avenue
Avenue I	Southwest	Glenwood Avenue
Avenue J	Northeast	Poplar Avenue
Avenue J	Southwest & Northeast	Glenwood Avenue
Avenue J	Southwest & Northeast	Maple Avenue
Avenue J	Southwest & Northeast	Pine Avenue
Avenue K	Northeast	Poplar Avenue
Avenue K	Southwest	Glenwood Avenue
Avenue L	Northeast	Pine Avenue
Avenue M	Northeast	Pine Avenue
Avenue N	Northeast	Pine Avenue
Avenue O	Northeast	Pine Avenue
Avenue P	Northeast	Pine Avenue
Avenue Q	Northeast	Pine Avenue
Arion Avenue	Northeast	Poplar Avenue
Arion Avenue	Southwest & Northeast	Glenwood Avenue
Arion Avenue	Southwest & Northeast	Maple Avenue
Arion Avenue	Southwest	Pine Avenue
Poplar Avenue	Southeast	at Venice Avenue
Magnolia Avenue	Southeast	Venice Avenue
Magnolia Avenue	Southeast & Northwest	Arion Avenue

Magnolia Avenue	Northwest	Avenue K
Maple Avenue	Southeast	Venice Avenue
Pine Avenue	Southeast	Lake Avenue
Avenue S	Northwest	Avenue Q
Avenue S	Southeast	Avenue R
Mueller Avenue	Northwest	Avenue Q
Avenue Q	Northeast	Pine Avenue
Mueller Avenue	Southeast	Avenue R
Lake Road	East	Maple Avenue
Venice Avenue	Southwest & Northeast	Glenwood Avenue
Bay Avenue	Northeast	Poplar Avenue
Bay Avenue	Southwest	Glenwood Avenue


This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

**FIRST READING/INTRODUCTION: 2015 02-06**  
**PUBLICATION: 2015 02-11**

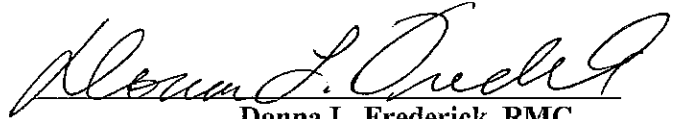
**COMMISSIONERS:**

  
 \_\_\_\_\_  
**MAYOR CHRISTOPHER J. FOX**

  
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**COMMISSIONER SCOTT W. GOLDEN**

  
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**COMMISSIONER CORNELIUS J. MAXWELL**

I, Donna L. Frederick, RMC, Municipal Clerk of the Borough of West Wildwood, Cape May County, do hereby certify the forgoing to be a true and correct copy of an ordinance introduced and passed on the first reading at the February 6, 2015 Regular Meeting, and will be considered for final passage after a public hearing to be held on March 6, 2015, at 7:00pm prevailing time, at the West Wildwood Borough Hall, 701 W. Glenwood Avenue, West Wildwood, N.J.

A handwritten signature in cursive script, appearing to read "Donna L. Frederick", written over a horizontal line.

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

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

RESOLUTION 2015-033

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

**WHEREAS**, there exists the need for the "Professional Services" of a firm to be retained by the Borough for the performance of computer technology support services and related duties associated therewith as directed by the authorized representatives of the Borough of West Wildwood, all as more specifically set forth in the attached Agreement which is made a part hereof by reference as if fully set forth; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:1-11 et, seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

**WHEREAS**, ACA Computers, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that ACA Computers will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 commencing February 1, 2015 to any political committee or candidate through the term of this contract; and

**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](mailto: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, 2015, 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 without competitive bidding as a "Professional Service" under the provisions of the Local Public Contracts Law because N.J.S.A. 40:A:11-5 states 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 profession and whose practice is regulated by law, or to advertise for bids for services which are of such a qualitative nature as will not reasonable permit the drawing of specifications or the receipt of competitive bids, all of which classification the aforesaid contract falls within.

**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 2015 budget) be attached to this Resolution.



## MANAGED SERVICES AGREEMENT

### ACA COMPUTERS, INC. MANAGED SERVICES AGREEMENT

This Managed Services Agreement made as of 2/1/2015 (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:

Name:

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 2**

**ACA Computers 2015 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**



# SERVICE ORDER FORM

210 West Front Street, Suite 103, Red Bank, NJ 07701  
t. 732-842-8040 f. 732-889-4800

Number AAAQ2015

Service Commencement Date Feb 1, 2015

**Sold To**

**Borough of West Wildwood**  
701 West Glenwood Avenue  
West Wildwood, NJ 07701  
609-522-4060

**Prepared By**

**ACA Computers, Inc.**  
JP Pladek  
210 West Front Street  
Suite 103  
Red Bank, NJ 07701  
Phone 732-842-8040

**Plan** Foundation Service Level Agreement **Initial Term** 12 Months

**Qty Monthly Plan Details and Pricing for Managed Services Unit Price Ext. Price**

25	Managed Services per Named User per Month Unlimited Remote 9AM-5PM Monday-Friday Help Desk with additional 3 hours included for After Hours Support per month., E-Mail Provisioning, Hosted Microsoft Exchange 2010, Anti Virus, Monitoring, Management, Maintenance for all users and devices. Includes all Borough Departments (Tax Office, Public Works and Police Department)	\$110.00	\$2,750.00
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<b>SubTotal</b>	\$2,750.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$2,750.00</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF



**EXHIBIT 3**

Service Level Agreement

[as attached hereto]

**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](mailto: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:

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Print)

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**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 2015-034

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

**WHEREAS**, there exists the need for the "Professional Services" of a firm to be retained by the Borough for the performance of computer technology support services and related duties associated therewith as directed by the authorized representatives of the Borough of West Wildwood, all as more specifically set forth in the attached Agreement which is made a part hereof by reference as if fully set forth; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:1-11 et, seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised; and

**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

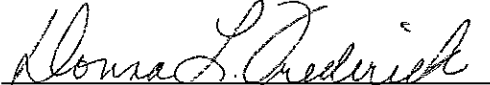
**WHEREAS**, the Board of Commissioners of the Borough of West Wildwood deem it in the best interest of the Borough to continue using the software provided by Edmunds & Associates.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor is hereby authorized to execute the aforementioned Agreement for "Professional Services" under the provisions of the Local Public Contracts Law because N.J.S.A. 40:A:11-5 states 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 profession and whose practice is regulated by law, or to advertise for bids for services which are of such a qualitative nature as will not reasonable permit the drawing of specifications or the receipt of competitive bids, all of which classification the aforesaid contract falls within.

**BE IT FURTHER RESOLVED** that a full copy of the executed Agreement be attached to this Resolution and be published as required by 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 6, 2015**.

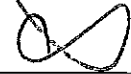
  
\_\_\_\_\_  
Donna L. Frederick, RMC  
Municipal Clerk

*2015 Hardware & System Software Support Agreement*

The majority of hardware purchased from Edmunds & Associates (E&A) carries a manufacturer's warranty of one (1) year. Please return this agreement to receive continued hardware service & support. The terms of this agreement are listed below:

1. Where applicable, all service of hardware and system software will take place at the client's site. It is the client's obligation to provide full and free access to all equipment and system software needing repair. If satisfactory repair cannot take place in a timely fashion, it will be replaced with an equal or better piece of equipment or a loaner will be provided.
2. One client representative will be responsible for contacting Edmunds & Associates to notify them of a service/support call. The problem will be explained to an Edmunds representative and the proper action will be taken.
3. Edmunds & Associates liability on any claim shall not exceed the replacement value of the piece of equipment being repaired. In no event shall Edmunds & Associates be liable for consequential, incidental, special, or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use the listed equipment.
4. Hardware or system software failure caused by the following is not covered under this agreement:
  - a. Abnormal usage or abuse of covered equipment.
  - b. Negligence or neglect on the part of the user.
  - c. Acts of God, epidemics, war, or riots.
  - d. **Proper back-up procedures were not followed or tapes are unavailable. See enclosed minimum back-up procedures sheet.**
5. Disposable or expendable items are not covered under this agreement. These items include, but are not limited to, printer ribbons, toner, developer, drums, tapes, and battery backups.
6. Network cables, printer cables, and power cords are not covered.
7. The frequency and requirement of preventive maintenance will be determined by Edmunds & Associates and will normally be performed at the same time as remedial maintenance.
8. Edmunds & Associates reserves the right to withdraw any item of equipment from coverage at the end of the initial term, or thereafter on thirty (30) days notice on its sole discretion if it determines the equipment cannot be repaired because of excessive wear or deterioration.

Client: BOROUGH OF WEST WILWOOD

Authorized Representative:  2/6/15  
Signature Date

Printed Name: CHRISTOPHER J. FOX

093010

*2015 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](http://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 staffs 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, 2014 for continued support. The effective date of this agreement is January 1, 2015 through December 31, 2015.

Client: BOROUGH OF WEST WILDWOOD

Authorized Representative:  2/6/15

Signature

Date

Printed Name: CHRISTOPHER J. FOX

100213

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

RESOLUTION 2015-035

**A RESOLUTION AUTHORIZING GREEN EARTH METAL RECYCLING  
TO PERFORM CURBSIDE PICK UP AND REMOVAL OF RECYCLABLE  
METALS AND FREON CONTAINNG APPLIANCES**

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

**WHEREAS**, Tara Lawson t/a Green Earth Metal Recycling has submitted a proposal to provide these services at no cost to the Borough; and

**WHEREAS**, Tara Lawson t/a Green Earth Metal Recycling will provide the Borough with the proper documentation verifying tonnage and credits received in accordance therewith, on behalf of the Borough of West Wildwood; and


**WHEREAS** it is more cost effective to authorize acceptance of the proposal from Tara Lawson t/a Green Earth Metal Recycling as opposed to paying another scrap metal removal entity to perform said service.

**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 Green Earth Metal Recycling is hereby authorized to provide the aforementioned service to the Borough as set forth in the proposal which is attached hereto and made a part hereof, and is hereby accepted and approved effective February 1, 2015 and terminating December 31, 2015.

**BE IT FURTHER RESOLVED**, that said acceptance of the proposal is conditioned upon submission by Tara Lawson t/a Green Earth Metal Recycling of the requisite certificate of insurance naming the Borough of West Wildwood as an additional insured, as well as execution and return to the Borough a Hold Harmless Agreement indemnifying the Borough from and against any loss as a result of the services specified hereinabove being performed.

	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 6, 2014**.

  
Donna L. Frederick, RMC  
Municipal Clerk

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

RESOLUTION 2015-036

**APPOINTING DEPUTY EMERGENCY MANAGEMENT COORDINATORS**


**WHEREAS**, it is deemed to be in the best interest of the Borough to appoint two Deputy Emergency Management Coordinators; and

**WHEREAS**, Chris Ridings and Thomas Miceli have been selected to fill these volunteer positions.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that Chris Ridings and Thomas Miceli be and are hereby appointed as Emergency Management Deputy Coordinators with terms expiring 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, 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 6, 2015**.

  
Donna L. Frederick, RMC  
Municipal Clerk



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

RESOLUTION 2015-037

**A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND  
WHICH SHALL BE CONSIDERED A "DEDICATION BY RIDER" TO THE BUDGET OF THE  
BOROUGH OF WEST WILDWOOD FOR SEWER DISCONNECTION ESCROW FUNDS**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and


**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the sewer disconnection trust fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the sewer disconnection trust fund.
2. The Clerk of the Borough of West Wildwood, County of Cape May, New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services for review and approval by the Director thereof.
3. All funds received and accepted by the Borough of West Wildwood shall be placed in a specific fund entitled "Sewer Disconnection Escrow Fund" and said account shall be considered a "Dedication by Rider" to the budget of the Borough of West Wildwood pursuant to N.J.S.A. 40A:4-39 for the sole purpose above stated.
4. This resolution shall be effective only if adopted by a majority of the full membership of the governing body.
5. The effective date of this resolution shall be the date of its approval by the Division of Local Government Services.

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

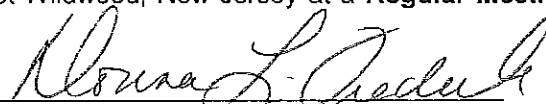
I, **Donna L. Frederick, RMC, Municipal Clerk** for the Borough of West Wildwood in the County of Cape May and State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by the Board of Commissioners of the Borough of West Wildwood, New Jersey at a **Regular Meeting** held on **February 6, 2015**.

  
Donna L. Frederick, RMC  
Municipal Clerk

BE IT FURTHER RESOLVED that the award of this contract shall be published as required by 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 6, 2015**.

  
Donna L. Frederick, RMC  
Municipal Clerk

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

RESOLUTION 2015-038

**A RESOLUTION REQUESTING PERMISSION TO ESTABLISH A FUND  
 WHICH SHALL BE CONSIDERED A "DEDICATION BY RIDER" TO THE BUDGET OF THE  
 BOROUGH OF WEST WILDWOOD FOR BULKHEAD ESCROW FUNDS**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

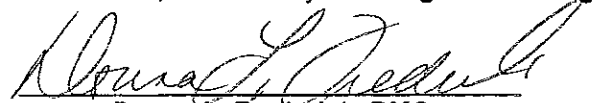
**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the bulkhead trust fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures for the bulkhead trust fund.
2. The Clerk of the Borough of West Wildwood, County of Cape May, New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services for review and approval by the Director thereof.
3. All funds received and accepted by the Borough of West Wildwood shall be placed in a specific fund entitled "Bulkhead Escrow Fund" and said account shall be considered a "Dedication by Rider" to the budget of the Borough of West Wildwood pursuant to N.J.S.A. 40A:4-39 for the sole purpose above stated.
4. This resolution shall be effective only if adopted by a majority of the full membership of the governing body.
5. The effective date of this resolution shall be the date of its approval by the Division of Local Government Services.

	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 6, 2015**.

  
 Donna L. Frederick, RMC  
 Municipal Clerk

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

**RESOLUTION 2015-039**

**AUTHORIZING THE APPOINTMENT OF A FIRE CODE OFFICIAL,  
ASSISTANT CONSTRUCTION OFFICIAL AND MERCANTILE LICENSE INSPECTOR  
FOR THE BOROUGH OF WEST WILDWOOD**

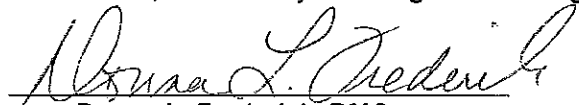
**WHEREAS**, it is necessary and essential for the Borough to appoint a Fire Code Official, Assistant Construction Official and Mercantile License Inspector; and

**WHEREAS**, Daniel F. Spiegel has the required State of New Jersey DCA Licenses and experience to hold these positions.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that Daniel F. Spiegel is hereby appointed as Fire Code Official, Assistant Construction Official and Mercantile License Inspector for a term effective immediately and ending on 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, 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 6, 2015**.



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

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

**RESOLUTION 2015-040**

**AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN  
THE BOROUGH OF WEST WILDWOOD AND JOHN A. FEAIRHELLER, JR., P.E.**

**WHEREAS**, John A. Fairheller, Jr., P.E. was employed as the Borough Engineer during which time certain projects were undertaken by the Borough of West Wildwood; and

**WHEREAS**, Mr. Fairheller informed the Borough that the Avenue N and Portions of Pine Avenue Reconstruction, State Aid F.Y. 2009 project was not closed out and that moneys are due to the Borough; and

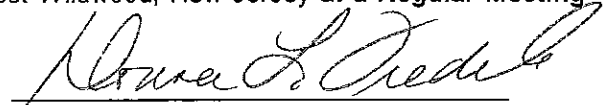
**WHEREAS**, Mr. Fairheller has agreed to file all of the necessary paperwork to close out the NJDOT State Aid F.Y. 2009 project at no additional cost to the Borough; and

**WHEREAS**, Mr. Fairheller has supplied the Borough with a detailed accounting of un-paid vouchers for Engineering services from the prior administration in the form of a Memorandum of Agreement attached hereto.

**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 be and is hereby authorized to execute the Memorandum of Agreement between the Borough of West Wildwood and John A. Fairheller, Jr., P.E.

	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 6, 2015**.



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

**John A. Fearheller, Jr., PE**

435 Wesley Avenue  
Ocean City, NJ 08226  
609 - 335 - 8782.  
FAX 609-398-4818

**MEMORANDUM of AGREEMENT**

DATE: January 20, 2015  
To: Mayor & Commissioners, Borough of West Wildwood  
From: John A. Fearheller, Jr., P.E., P.P., C.M.E.  
Subject: FY 2009 NJDOT Grant & Un-Paid Vouchers

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It is agreed that John A. Fearheller, Jr., PE will complete the SA-1 change order, Project Completion Certification, Endorse the Asphalt Test Results and assist the Borough in completeing the FY2009 Grant requirements and the Borough will pay the outstanding vouchers listed below. Additionally, the Borough will pay at least one of the outstanding invoices prior to submitting the items listed above to the NJDOT. The vouchers listed for Avenue N & Portions of Pine Avenue will be paid at the Borough meeting following receipt of payment from the NJDOT. All vouchers to be paid by November 6, 2015.

Ave. N & Portions of Pine Ave. Reconstruction, State Aid F.Y. 2009

Plan & Specifications	<b>\$6,480.00</b>	Not Paid Copy Attached
Construction Inspection	<b>\$8,000.00</b>	Not Paid Copy Attached

Ave. O & Portions of Pine Ave, Reconstruction, State Aid F.Y. 2010

Route Survey, Plotting, Plan & Specification preparation	<b>\$11,970.00</b>	Not Paid Copy Attached
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Avenue R Reconstruction, State Aid F.Y. 2011

SAGE grant application	<b>\$240.00</b>	Not Paid Copy attached
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Railroad Trestle Span Removal,U.E.Z. Program

Site Investigation, Record Research, & Specification Preparation	<b>\$3,240.00</b>	Not Paid Copy Attached
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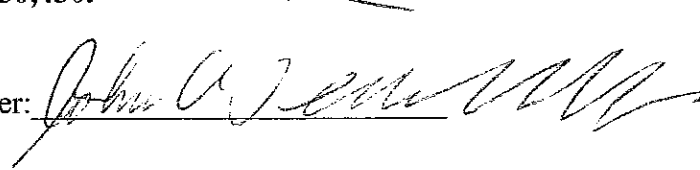
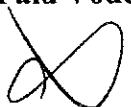
2010 Engineering Retainer

First Quarter	<b>\$300.00</b>	Not Paid Copy Attached
Second Qtr	<b>\$200.00</b>	Not Paid Copy Attached

**Total Un-Paid Vouchers To Be Paid      \$30,430.**

Borough: \_\_\_\_\_

Fearheller: \_\_\_\_\_



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

**RESOLUTION 2015-042**

**AUTHORIZING THE BOROUGH OF WEST WILDWOOD TO ENTER INTO A  
COMMODITY RESALE AGREEMENT WITH THE CITY OF WILDWOOD FOR GASOLINE  
AND DIESEL FUEL**

**WHEREAS**, Borough of West Wildwood is desirous of entering into a Commodity Resale Agreement with the City of Wildwood; and

**WHEREAS**, the City of Wildwood has agreed to serve as the lead agency for a Commodity Resale System with the Borough of West Wildwood and sell to the Borough of West Wildwood gasoline and diesel fuel.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey, that they hereby authorize the Deputy Mayor to enter into a contract with the City of Wildwood for the sale of gasoline and diesel fuel for a term of one year commencing January 1, 2015 with terms and conditions subject to the review and approval of the Borough Solicitor;

**BE IT FURTHER RESOLVED** that the Deputy Mayor will cooperate with the City of Wildwood in preparing and forwarding to the Director of the Division of Local Government Services within the State Department of Community Affairs any required forms or other documentation.

	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 6, 2015**.



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

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

**RESOLUTION 2015-041**

**RESCINDING RESOLUTION 2015-025 TITLED "AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF WEST WILDWOOD AND THE CITY OF WILDWOOD FOR THE PURPOSE OF UTILIZING THEIR FUELING STATION"**

**WHEREAS**, Resolution 2015-025 authorized a Shared Services Agreement between the Borough of West Wildwood and the City of Wildwood to utilize their Fueling Station; and

**WHEREAS**, the State of New Jersey Division of Local Government Services has notified the Borough that this is not considered a Shared Service Agreement and falls under a Commodity Resale System, specifically Cooperative Purchasing.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Borough of West Wildwood, County of Cape May, New Jersey that Resolution 2015-025 is hereby rescinded in its entirety.

	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 6, 2015**.

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



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

RESOLUTION 2015-043

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

**WHEREAS**, it has been established 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 information of an additional applicant for the Borough to add to the roster; and

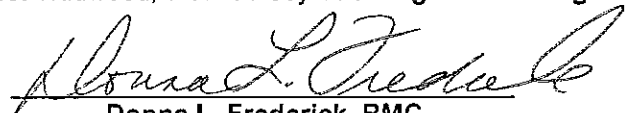
**WHEREAS**, the Board of Commissioners hereby acknowledges the following applicant for membership, contingent upon successful completion of a background check.

Charles Hemphill, 115 W. Taylor Avenue, Wildwood, 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 Charles Hemphill, and thanks him for his selfless volunteer service on behalf of all of the residents.

	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 6, 2015**



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

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

RESOLUTION 2015-044

**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

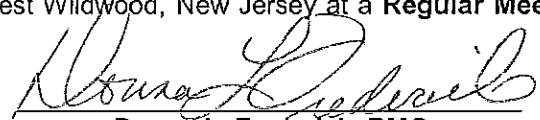
**WHEREAS**, the Borough anticipates discussion of litigation matters, which constitutes one of the permitted exemptions; and

**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, 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 6, 2015**.



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



# West Wildwood Police Department

701 West Glenwood Avenue  
West Wildwood, New Jersey 08260  
Phone: (609) 522-4060 • Fax: (609) 522-7350

Jacquelyn Ferentz  
Chief of Police

Christopher J. Fox  
Director of Public Safety

## ACTIVITY REPORT JANUARY 2015

- 2 Reports of Animal Complaint/Problems
- 9 Arrests
- 2 Activated Burglar Alarms (Accidental)
- 7 Assisting Other Agencies
- 2 Check the Well Beings
- 2 Reports of a Disorderly Conduct
- 1 Domestic Offence Report
- 1 Driving Under the Influence Report (Arrest)
- 4 Reports of Fire/Fire Alarm Activations (Turned over to Fire)
- 1 Reported Gas Leak
- 2 General Complaints
- 12 Medical Assists
- 32 Motor Vehicle Stops (24 Warnings/8 Summonses)
- 1 Report of Noise/Loud Party
- 9 Opened Doors/Secured
- 13 Other Public Service Duties
- 11 Parking Complaints
- 3 Police Assists to Residents
- 149 Property Checks
- 1 Report of Suspicious Activity
- 8 Reports of Suspicious Persons/Pedestrians
- 2 Reports of Suspicious Vehicle
- 2 Thefts
- 4 Reports of Unhitched Trailer
- 7 Reported Utility Problems

**TOTAL CALLS FOR SERVICE 826**

**This is an abridged version of actual calls for service.**

# WEST WILDWOOD PUBLIC WORKS

## ACTIVITY REPORT JANUARY 2015

- 4 Work orders for maintenance of public works vehicles and equipment
- 4 Work orders for maintenance of public safety vehicles
- 4 Work orders to empty trash and recycling containers at boro parks
- 8 Work orders for inspections of boro parks and streets
- 4 Work orders to clean up trash on boro streets
- 4 Work orders to clean boro hall and remove trash and recycling
- 4 Work orders for maintenance of 26th ave pumping station
- 4 Work orders for maintenance of flood pump south end of Neptune ave
- 4 Work orders to empty doggi station containers at boro parks
- 2 Work orders for maintenance and inspection of flood gates
- 1 Work order to take down Christmas tree and decorations at Neptune Ave park
- 1 Work order to take down holiday pole decorations
- 4 Work orders to pick up Christmas trees with in boro

- 2 Work orders for plowing and salting of boro streets
- 2 Work orders to patch pot holes
- 2 Work orders for salting of boro streets
- 2 Work orders for oil changes public safety vehicles
- 1 Work order to install a new emergency exit sign in DPW garage
- 2 Work orders for repairs to public works equipment
- 1 Work order for oil change to public works truck
- 1 Work order to secure filing cabinets to the wall at boro hall
- 1 Work order to repair flat tire public safety vehicle
- 3 Work orders for repairs and maintenance of boro flood vehicles

65 Total work orders for the month of January 2015

Range of Checking Accts: CURRENT to CURRENT Range of Check Dates: 02/06/15 to 02/06/15  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq
CURRENT							
11179	02/06/15	00101 THE HERALD				02/06/15 VOID	0
11180	02/06/15	00101 THE HERALD					1008
15-00023	1	VARIOUS ADVERTISEMENTS	14.88	5-01-20-100-021	Budget		11
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	2	VARIOUS ADVERTISEMENTS	14.40	5-01-20-100-021	Budget		12
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	3	VARIOUS ADVERTISEMENTS	12.96	5-01-20-100-021	Budget		13
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	4	VARIOUS ADVERTISEMENTS	12.96	5-01-20-100-021	Budget		14
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	5	VARIOUS ADVERTISEMENTS	12.96	5-01-20-100-021	Budget		15
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	6	VARIOUS ADVERTISEMENTS	19.20	5-01-20-100-021	Budget		16
				GEN. ADMIN. LEGAL ADVERTISING			
15-00023	7	VARIOUS ADVERTISEMENTS	12.48	5-01-20-100-021	Budget		17
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	1	VARIOUS ADVERTISEMENTS	47.80	5-01-20-100-021	Budget		96
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	2	VARIOUS ADVERTISEMENTS	51.45	5-01-20-100-021	Budget		97
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	3	VARIOUS ADVERTISEMENTS	39.30	5-01-20-100-021	Budget		98
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	4	VARIOUS ADVERTISEMENTS	27.15	5-01-20-100-021	Budget		99
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	5	VARIOUS ADVERTISEMENTS	30.80	5-01-20-100-021	Budget		100
				GEN. ADMIN. LEGAL ADVERTISING			
15-00074	6	VARIOUS ADVERTISEMENTS	34.44	5-01-20-100-021	Budget		101
				GEN. ADMIN. LEGAL ADVERTISING			
			330.78				
11181	02/06/15	00207 ACA COMPUTERS, INC.					1008
15-00072	1	IT SERVICES FOR JAN 2015	2,750.00	5-01-20-140-026	Budget		94
				Data Processing Maintenance			
11182	02/06/15	00308 ADP, INC.					1008
15-00030	1	PAYROLL SERVICES JAN 2015	108.63	5-01-20-130-028	Budget		23
				Payroll Services			
15-00030	2	PAYROLL SERVICES JAN 2015	179.20	5-01-20-130-028	Budget		24
				Payroll Services			
15-00030	3	PAYROLL SERVICES JAN 2015	10.50	5-01-20-130-028	Budget		25
				Payroll Services			
15-00030	4	PAYROLL SERVICES JAN 2015	45.00	5-01-20-130-028	Budget		26
				Payroll Services			
00030	5	PAYROLL SERVICES JAN 2015	94.45	5-01-20-130-028	Budget		27
				Payroll Services			
			437.78				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
CURRENT Continued							
11183	02/06/15	019011 ATLANTIC CITY ELECTRIC					1008
15-00068	1	MONTHLY ELECTRIC FOR JAN 2015	44.18	5-01-31-430-000 Electricity	Budget		81
15-00068	2	MONTHLY ELECTRIC FOR JAN 2015	364.73	5-01-31-430-000 Electricity	Budget		82
15-00068	3	MONTHLY ELECTRIC FOR JAN 2015	340.98	5-01-31-430-000 Electricity	Budget		83
15-00068	4	MONTHLY ELECTRIC FOR JAN 2015	232.01	5-01-31-430-000 Electricity	Budget		84
15-00068	5	MONTHLY ELECTRIC FOR JAN 2015	2,080.74	5-01-31-435-000 Street Lighting	Budget		85
15-00068	6	MONTHLY ELECTRIC FOR JAN 2015	14.44	5-01-31-435-000 Street Lighting	Budget		86
15-00068	7	MONTHLY ELECTRIC FOR JAN 2015	37.02	5-01-31-430-000 Electricity	Budget		87
15-00068	8	MONTHLY ELECTRIC FOR JAN 2015	450.17	5-01-31-430-000 Electricity	Budget		88
			3,564.27				
11184	02/06/15	01903 AT & T					1008
15-00034	1	CHARGES FOR JAN 2015	65.48	5-01-31-440-000 Telephone	Budget		37
-00034	2	CHARGES FOR JAN 2015	54.09	5-01-31-440-000 Telephone	Budget		38
15-00041	1	CLL CARDS FOT JAN 2015	170.60	4-01-31-440-000 Telephone	Budget		53
15-00083	1	CHARGES FOR FEB 2015	64.78	5-01-31-440-000 Telephone	Budget		112
15-00083	2	CHARGES FOR FEB 2015	55.37	5-01-31-440-000 Telephone	Budget		113
			410.32				
11185	02/06/15	04004 PETTY CASH					1008
15-00039	1	REPLENISH PETTY CASH FOR 2015	100.00	5-01-20-100-030 GEN. ADMIN. MATERIALS & SUPPLIES	Budget		51
11186	02/06/15	05202 CAPE MAY CNTY TREASURERS OFF.					1008
15-00015	1	SUPPLIES/CLERK	184.86	5-01-20-120-030 Materials and Supplies	Budget		6
15-00016	1		299.14	5-01-20-120-030 Materials and Supplies	Budget		7
15-00044	1	1st QTR 2015 COUNTY TAXES	125,750.80	4-01-55-000-000 CAPE MAY COUNTY TAX	Budget		55
15-00044	2	1st QTR 2015 OPEN SPACE	5,992.28	4-01-55-000-002 CAPE MAY COUNTY OPEN SPACE	Budget		56
15-00044	3	1st QTR 2015 LIBRARY TAX	17,405.96	4-01-55-000-001 CAPE MAY COUNTY LIBRARY TAX	Budget		57
10045	1	2015 1ST QTR CMC ANIMAL	774.50	5-01-27-340-029 Contractual Services	Budget		58
			150,407.54				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
CURRENT							
Continued							
11187	02/06/15	05209 CAPE MAY CO.COURT CLERKS ASSOC					1008
15-00063	1	ANNUAL DUES 2015	100.00	5-01-20-120-028 Other professional service	Budget		77
11188	02/06/15	06001 CITY OF WILDWOOD					1008
15-00060	1	GASOLINE CHARGES DEC 2014	1,103.73	4-01-31-460-000 Gasoline and Diesel	Budget		74
11189	02/06/15	06401 CAPE MAY COUNTY MUA					1008
15-00076	1	DISPOSAL FEES 2014	1,174.79	4-01-32-465-000 SOLID WASTE DISPOSAL	Budget		103
11190	02/06/15	06615 COMCAST OF WILDWOOD					1008
15-00031	1	CHARGES FOR JAN 2015	56.94	5-01-31-440-000 Telephone	Budget		28
15-00031	2	CHARGES FOR JAN 2015	107.85	5-01-31-440-000 Telephone	Budget		29
15-00031	3	CHARGES FOR JAN 2015	113.94	5-01-31-440-000 Telephone	Budget		30
15-00031	4	CHARGES FOR JAN 2015	102.85	5-01-31-440-000 Telephone	Budget		31
15-00031	5	CHARGES FOR JAN 2015	224.70	5-01-31-440-000 Telephone	Budget		32
15-00084	1	CHARGES FOR FEB 2015	56.94	5-01-31-440-000 Telephone	Budget		114
15-00084	3	CHARGES FOR FEB 2015	113.94	5-01-31-440-000 Telephone	Budget		115
			777.16				
11191	02/06/15	06617 CONTINENTAL FIRE & SAFETY INC.					1008
15-00071	1	VARIOUS ITEMS	148.40	4-01-25-265-056 Fire & other safety equipment	Budget		93
11192	02/06/15	08201 DELTA DENTAL PLAN OF N.J. INC.					1008
15-00033	1	CHARGES FOR JAN 2015	587.85	5-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		36
15-00080	1	CHARGES FOR FEB 2015	587.85	5-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		107
			1,175.70				
11193	02/06/15	10701 EDMUNDS & ASSOCIATES INC.					1008
15-00029	1	2015 SOFTWARE MAINTENANCE	2,205.00	5-01-20-140-026 Data Processing Maintenance	Budget		20
15-00029	2	2015 SOFTWARE MAINTENANCE	3,308.00	5-01-20-140-026 Data Processing Maintenance	Budget		21
15-00029	3	2015 SOFTWARE MAINTENANCE	2,316.00	5-09-55-502-029 Contractual Items-Software	Budget		22
			7,829.00				
11194	02/06/15	11504 JACOBS & BARBONE, P.A.					1008
15-00048	1	PROFESSIONAL SERVICES RENDERED	7,372.00	5-01-20-155-027 Legal Services	Budget		60



Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
CURRENT							
Continued							
11194		JACOBS & BARBONE, P.A.					
15-00048	2	PROFESSIONAL SERVICES RENDERED	738.94	5-01-20-155-027	Budget		61
				Legal Services			
			8,110.94				
11195	02/06/15	11701 ENFORSYS POLICE SYSTEMS					1008
15-00073	1	ANNUAL MAINTENANCE	1,815.00	5-01-25-240-026	Budget		95
				Maintenance Contract			
11196	02/06/15	11802 DE LAGE LANDEN					1008
15-00040	1	LEASE PAYMENT	229.00	5-01-25-240-038	Budget		52
				New Equipment			
11197	02/06/15	14408 FORD MOTOR CREDIT COMPANY					1008
15-00047	1	NEW HOLLAND BACKHOE-LEASE	1,731.91	5-01-26-290-063	Budget		59
				lease			
15-00085	1	NEW HOLLAND BACKHOE-LEASE	1,731.91	5-01-26-290-063	Budget		116
				lease			
15-00086	1	SKID STEER LEASE PAYMENT	636.30	5-09-55-513-000	Budget		117
				EQUIPMENT PURCHASE			
15-00086	2	SKID STEER LEASE PAYMENT	647.96	5-09-55-513-000	Budget		118
				EQUIPMENT PURCHASE			
			4,748.08				
11198	02/06/15	15616 CAFIERO & KAUFMANN					1008
15-00079	1	PROFESSIONAL SERVICES RENDERED	2,916.66	5-01-20-155-027	Budget		105
				Legal Services			
15-00079	2	PROFESSIONAL SERVICES RENDERED	271.00	5-01-20-155-027	Budget		106
				Legal Services			
			3,187.66				
11199	02/06/15	15617 GOLDENBERG, MACKLER, SAYEGH					1008
15-00053	1	PROFESSIONAL SERVICES RENDERED	3,097.97	4-01-20-155-027	Budget		63
				Legal Services			
11200	02/06/15	16902 BLANEY & DONOHUE, PA					1008
15-00052	1	PROFESSIONAL SERVICES RENDERED	648.00	4-01-20-155-027	Budget		62
				Legal Services			
11201	02/06/15	17009 OGLETREE LIMITED PARTNERSHIP					1008
15-00058	1	LEASE PAYMENT	981.89	5-09-55-513-000	Budget		72
				EQUIPMENT PURCHASE			
11202	02/06/15	17502 EASTERN SURPLUS & EQUIPMENT CO					1008
15-00010	1	VARIOUS SUPPLIES	712.00	5-01-26-290-034	Budget		4
				Fleet Maintenance			
11	02/06/15	18611 JOYCE MEDIA					1008
15-00054	1	WEB HOSTING PACKAGE	139.90	5-01-20-120-028	Budget		64
				Other professional service			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq
CURRENT			Continued				
11203	JOYCE MEDIA	Continued					
15-00054	2	WEB HOSTING PACKAGE	35.00	5-01-20-120-028	Budget		65
				Other professional service			
			174.90				
11204	02/06/15	26801 KINDLE FORD					1008
15-00077	1	POLICE VEHICLE MAINTENANCE	159.20	5-01-26-290-034	Budget		104
				Fleet Maintenance			
11205	02/06/15	28602 LAWYERS SUPPLY CO.					1008
15-00061	1	POLICE SUPPLIES	263.50	5-01-25-240-030	Budget		75
				Materials and Supplies			
11206	02/06/15	30007 LOWE'S # 1861					1008
15-00005	1	VARIOUS ITEMS	58.60	5-01-26-310-030	Budget		1
				Materials and Supplies			
11207	02/06/15	31220 MAX COMMUNICATIONS, INC.					1008
15-00055	1	RECURRING SERVICES DEC 2014	204.47	5-01-31-440-000	Budget		66
				Telephone			
15-00056	1	SERVICE AGREEMENT 2015	660.00	5-01-31-440-000	Budget		67
				Telephone			
			864.47				
11208	02/06/15	31402 MCMANIMON & SCOTLAND, L.L.C.					1008
15-00057	1	PROFESSIONAL SERVICES RENDERED	600.00	5-01-20-155-027	Budget		68
				Legal Services			
15-00057	2	PROFESSIONAL SERVICES RENDERED	1,347.50	4-01-20-155-027	Budget		69
				Legal Services			
15-00057	3	PROFESSIONAL SERVICES RENDERED	59.53	5-01-20-155-027	Budget		70
				Legal Services			
15-00057	4	PROFESSIONAL SERVICES RENDERED	250.00	5-01-20-155-027	Budget		71
				Legal Services			
			2,257.03				
11209	02/06/15	31801 MGL PRINTING SOLUTIONS					1008
15-00020	1	VARIOUS SUPPLIES	169.00	5-01-20-120-036	Budget		8
				Office Supplies			
11210	02/06/15	34204 N.J.STATE LEAGUE OF					1008
15-00059	1	MEMBERSHIP DUES 2015	242.00	5-01-20-100-044	Budget		73
				GEN. ADMIN. DUES & MEMBERSHIPS			
11211	02/06/15	34220 NEXTEL COMMUNICATIONS					1008
15-00036	1	CHARGES FOR DEC 2014	48.03	4-01-31-440-000	Budget		42
				Telephone			
11	02/06/15	39801 PITNEY BOWES					1008
15-00062	1	POSTAGE MACHINE RENTAL FEES	429.00	5-01-20-100-026	Budget		76
				GEN. ADMIN. MAINTENANCE (MAIL)			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
Continued							
11213	02/06/15	45005 RIGGINS OIL COMPANY					1008
15-00042	1	GASOLINE CHARGES FOR DEC 2014	151.98	4-01-31-460-000 Gasoline and Diesel	Budget		54
11214	02/06/15	45904 EAGLE POINT GUN					1008
15-00007	1	POLICE	923.93	5-01-25-240-030 Materials and Supplies	Budget		2
11215	02/06/15	46201 RUTGERS,THE STATE UNIVERSITY					1008
15-00009	1	TAX COLLECTION III	1,089.00	5-01-20-100-042 GEN. ADMIN. EDUCATIONAL TRAINING	Budget		3
11216	02/06/15	48201 SOUTH JERSEY GAS COMPANY					1008
15-00035	1	CHARGES FOR JAN 2015	993.22	5-01-31-446-000 Natural Gas	Budget		39
15-00035	2	CHARGES FOR JAN 2015	173.75	5-01-31-446-000 Natural Gas	Budget		40
15-00035	3	CHARGES FOR JAN 2015	805.65	5-01-31-446-000 Natural Gas	Budget		41
			1,972.62				
11217	02/06/15	48207 SOUTH JERSEY WELDING SUPPLY CO					1008
15-00069	1	ACETYLENE CYL RENTAL	13.45	4-01-26-310-030 Materials and Supplies	Budget		89
15-00069	2	ACETYLENE CYL RENTAL	13.45	4-01-26-310-030 Materials and Supplies	Budget		90
15-00069	3	ACETYLENE CYL RENTAL	20.18	4-01-26-310-030 Materials and Supplies	Budget		91
			47.08				
11218	02/06/15	48731 STATE OF NEW JERSEY, TREASURER					1008
15-00028	1	LOCAL ACTIVE EMPLOYER BILL	10,429.83	5-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		18
15-00028	2	LOCAL RETIRED EMPLOYER BILL	1,547.22	5-01-23-220-000 EMPLOYEE GROUP INSURANCE	Budget		19
			11,977.05				
11219	02/06/15	50102 THE PRESS					1008
15-00075	1	VARIOUS LEGAL ADVERTISEMENTS	371.22	4-01-20-120-021 Legal Advertising	Budget		102
11220	02/06/15	57602 WEST WILDWOOD BD. OF EDUCATION					1008
15-00081	1	3RD QTR SCHOOL TAX LEVY	331,626.75	5-01-55-000-006 SCHOOL TAXES	Budget		108
11221	02/06/15	58005 CITY OF WILDWOOD WATER UTILITY					1008
15-00038	1	WATER CHARGES FOR JAN 2015	2,440.00	5-01-31-455-000 WATER	Budget		44
15-00038	2	701 W GLENWOOD	45.01	5-01-31-455-000 WATER	Budget		45
15-00038	3	701 W GLENWOOD - IRRIG	24.85	5-01-31-455-000 WATER	Budget		46

Check # PO #	Check Date	Vendor Item Description	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
CURRENT							
Continued							
11221		CITY OF WILDWOOD WATER UTILITY					
15-00038	4	651 W GLENWOOD	72.73	5-01-31-455-000 WATER	Budget		47
15-00038	5	VENCIE AVENUE PARK IRRIG	24.85	5-01-31-455-000 WATER	Budget		48
15-00038	6	763 W POPLAR AVE	24.85	5-01-31-455-000 WATER	Budget		49
15-00038	7	701 W GLENWOOD	87.85	5-01-31-455-000 WATER	Budget		50
			2,720.14				
11222	02/06/15	65405 W. B. MASON					1008
15-00012	1	VARIOUS SUPPLIES	288.90	5-01-20-100-036 GEN. ADMIN. OFFICE SUPPLIES	Budget		5
11223	02/06/15	65406 STANDARD OFFICE SYSTEMS					1008
15-00022	1	COPIER USAGE	83.38	5-01-20-100-023 GEN. ADMIN. PRINTING	Budget		9
15-00022	2	COPIER USAGE	418.64	5-01-20-100-023 GEN. ADMIN. PRINTING	Budget		10
			502.02				
11224	02/06/15	654114 Vital Communications, Inc.					1008
15-00070	1	2015 NOTICE OF ASSESSMENTS	153.52	5-01-20-145-023 printing	Budget		92
11225	02/06/15	654153 EARTHTECH CONTRACTING INC.					1008
15-00066	1	TRASH COLLECTION	4,200.00	5-01-26-305-029 Contractual-collection	Budget		80
11226	02/06/15	654168 CAPE MAY COUNTY COURT ASSOC.					1008
15-00037	1	COURT ADMINISTRATOR DUES FOR	200.00	5-01-20-100-044 GEN. ADMIN. DUES & MEMBERSHIPS	Budget		43
15-00065	1	COURT ADMIN. DUES 2015	75.00	5-01-20-100-044 GEN. ADMIN. DUES & MEMBERSHIPS	Budget		79
			275.00				
11227	02/06/15	654173 NEW JERSY CONFERENCE OF MAYORS					1008
15-00064	1	NJ CONF OF MAYORS FEES	295.00	5-01-20-100-044 GEN. ADMIN. DUES & MEMBERSHIPS	Budget		78
11228	02/06/15	66666 VERIZON					1008
15-00032	1	CHARGES FOR JAN 2015	224.66	5-01-31-440-000 Telephone	Budget		33
15-00032	2	CHARGES FOR JAN 2015	285.87	5-01-31-440-000 Telephone	Budget		34
00032	3	CHARGES FOR JAN 2015	388.49	5-01-31-440-000 Telephone	Budget		35
15-00082	1	CHARGES FOR FEB 2015	220.86	5-01-31-440-000 Telephone	Budget		109
15-00082	2	CHARGES FOR FEB 2015	33.52	5-01-31-440-000 Telephone	Budget		110

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
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CURRENT							
11228		VERIZON					
15-00082	3	CHARGES FOR FEB 2015	393.48	5-01-31-440-000	Budget		111
				Telephone			
			<u>1,546.88</u>				

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	49	1	556,646.83	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>49</u>	<u>1</u>	<u>556,646.83</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	49	1	556,646.83	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>49</u>	<u>1</u>	<u>556,646.83</u>	<u>0.00</u>

<u>Fund Description</u>	<u>Fund</u>	<u>Budget Total</u>	<u>Revenue Total</u>
CURRENT FUND	4-01	157,458.34	0.00
CURRENT FUND	5-01	394,606.34	0.00
UTILITY FUND	5-09	<u>4,582.15</u>	<u>0.00</u>
Year Total:		399,188.49	0.00
Total of All Funds:		<u>556,646.83</u>	<u>0.00</u>

Range of Checking Accts: CAPITAL to CAPITAL      Range of Check Ids: 1262 to 1262  
Report Type: All Checks      Report Format: Detail      Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num Ref Seq
1262	02/06/15	44606 REMINGTON, VERNICK & WALBERG					1009
15-00049	1	ENGINEERING SERVICES	1,080.00	C-04-55-911-102	Budget		1
				ORD. 512-2011-RECONSTRUCTION AVE NEPTUNE			
15-00051	1	ENGINEERING SERVICES	5,000.00	C-04-55-911-102	Budget		2
				ORD. 512-2011-RECONSTRUCTION AVE NEPTUNE			
			<u>6,080.00</u>				

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	6,080.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>6,080.00</u>	<u>0.00</u>

ADDED N.J. STATE FEES  
Dog License - 49.40

Fund Description	Fund	Budget Total	Revenue Total
CAPITAL FUND	C-04	6,080.00	0.00
Total of All Funds:		<u>6,080.00</u>	<u>0.00</u>