

**WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**  
January 21, 2015 - 6:00 P.M.

**Meeting called to order**

Opening Announcement  
Pledge of Allegiance & Moment of Silence  
Roll Call & Determination of Quorum

**Work Session**

Swearing In of New Officers - Shawn Lafferty, Jr.  
Jordan C. Saini  
Anthony M. Micciche

Volunteer Recognition Awards - David Pacevich

**Consent Agenda**

Approval of Minutes January 5, 2015

- Res. #2015-36 Payment of Vouchers \$ 340,074.13  
Res. #2015-37 Approval of 2015 Rotary Towing Licenses (Off Shore Getty & Cape May Exxon)  
Res. #2015-38 Approval of Junk Yard License for Cape May Used Auto Parts for the Year 2015  
Res. #2015-39 Renewal of Trailer Park Licenses for the Year 2015 (Broadway Mobile Park/Cape May Landing/Shawcrest Mobile Home Park/  
Cape May Crossing & Cape Meadows)  
Res. #2015-40 A Resolution Authorizing the Contact Person for the Employment Practices Liability Attorney Consultation Service Provided by  
the Atlantic County Municipal Joint Insurance Fund (J.Ridgway & J.Picard)  
Res. #2015-41 Certification of Lot Clearing Charges to the Tax Collector (2 Arbor Rd - \$1,485)  
Res. #2015-42 Issuance of 2015 Limousine, Taxi and Operator Licenses (Aarts, High Roller Limo, G Taxi, G Transportation & Ocean Cab)  
Res. #2015-43 Transfer of 2014 Appropriations (\$13,060)  
Res. #2015-44 Resolution to Defer the Regional School Tax  
Res. #2015-45 Application for 2015 Drug Enforcement and Demand Reduction (DEDR) Grant Funds  
Res. #2015-46 Appointment of Public Information Office (L.Suit, 3 months not to exceed \$2,800)  
Res. #2015-47 Contract Award for Township of Lower Animal Control Services (Shore Animal Control - \$51,000)  
Res. #2015-48 Approval of Precious Metals License's (Lucky 7, Adel's, North End Thrift & Game Star and Wireless)  
Res. #2015-49 Appointment of Blauer Associates Without Public Bidding (\$16,000 ADA Phase II)  
Res. #2015-50 Appointment of Lindemon Winckelmann Dupree Martin Russel & Associates PC Without Public Bidding (\$20,000 ADA Phase II)

**Regular Agenda**

- Ordinance #2015-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-15.14) 2<sup>nd</sup>  
reading and public hearing. This Ordinance has been published, posted and made available to the public.  
Res. #2015-51 Bid Rejection for Landscaping Services for Various Locations in Lower Township  
Res. #2015-52 Bid Rejection for Fertilizer/Slice for Various Locations in Lower Township  
Res. #2015-53 A Resolution of the Township Council of the Township of Lower Removing the Current Township Manager  
Res. #2015-54 Resolution Appointing James Ridgway As Township Manager

**Administrative Reports**

Tax Collectors Annual Report  
2014 Annual Report of Variances  
Monthly Reports - Clerk, Construction, Dog, Police, Treasurer, Tax Collector, Vital Statistics

**Council Comments**

**Call to the Public**

**Closed Session**

Res. #2015-55 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open  
Public Meetings Act, N.J.S.A. 10:4-12. **PROFESSIONAL SERVICE CONTRACTS**

**Adjournment**

COUNCIL MEETING MINUTES – January 5, 2015

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on January 5, 2015 at 6:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

Mayor Beck opened the meeting by congratulating newly elected Township Councilmembers and recognizing special guests.

**Oath of Office -**

Councilman Thomas Conrad, sworn in by Freeholder Director Gerald M. Thornton, invited his wife Stacy to hold the Bible and was joined by members of his family. Freeholder Director Gerald Thornton said a few words about Councilman Conrad as a young boy.

Councilman Erik Simonsen, sworn in by Freeholder Kristine Gabor, invited his wife Anna to hold the Bible and was joined by his daughters and his parents.

Councilman David Perry, sworn in by Assemblyman Samuel L. Fiocchi, invited his wife Janet to hold the Bible and was joined by members of his family.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad  
Councilmember David Perry  
Councilmember Erik Simonsen  
Deputy Mayor Norris Clark  
Mayor Michael Beck

Also present: Karen Fournier, Clerk's Office

Res. #2015-01 Appointment of Municipal Solicitor for the year 2015

Councilmember Simonsen made a motion to appoint David Stefankiewicz as Township Solicitor.

Councilmember Conrad seconded the motion.

Mayor Beck delayed the vote to voice his support for Ron Gelzunas. He offered reasons that included what he feels are in the best interest of the township, and cost savings.

Deputy Mayor Clark spoke in accord with Mayor Beck, validating his reasons to support Ron Gelzunas. He questioned a conflict with Stefankiewicz & Barnes on account of their firm representing the LTMUA. In an effort to abide by the laws of the state, he motioned for an amendment to the resolution appointing Stefankiewicz and Barnes to require that all the facts regarding the appointment of Stefankiewicz and Barnes be reviewed by the New Jersey Supreme Court Advisory Council on Ethics and determined not to be an ethical violation. In addition, the compensation for the firm of Stefankiewicz and Barnes not exceed \$85,000 for the year, thereby saving the Lower Township taxpayers \$42,000 a year from their proposed bid.

On the Amendment:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD				X		
PERRY				X		
SIMONSEN				X		
CLARK	X		X			
BECK		X	X			

Mayor Beck assured Mr. Stefankiewicz that the issue being discussed is not directed against him personally, but his concern about a true conflict.

Janet Pitts, Villas, voiced her concern that the Township is without legal representation on this issue. She suggested the Resolution be tabled until obtaining neutral legal advice.

Mayor Beck questioned Mr. Barnes resignation from representing the LTMUA.

Councilmember Conrad was told he would be resigning, but suggested he ask Mr. Barnes.

Mr. Stefankiewicz informed that Mr. Barnes contract with the LTMUA expires at the end of the month, with two minor contractual obligations that he assures will not conflict with the Township.

Ms. Pitts reiterated her concern of a conflict, due to the investigation by the Attorney General's Office. Mayor Beck agreed that there are many reasons for concern. Ms. Pitts asked if there is a state agency that can be contacted regarding the situation. Deputy Mayor Clark proposed the New Jersey Supreme Court Advisory Council on Ethics.

Dan Anderson, Townbank Road, reminded newly elected officials that they just took an oath to do what is in the best interest of the residents, and stated that now they want to raise taxes. Councilmember Simonsen disagreed.

Kathleen Dynan, Cold Spring, suggested that Council move forward with the vote.

Mary Reader, Villas, voiced her desire for Council to vote.

John Skowronski, 607 Arctic Avenue, inquired about the additional cost to pay the new solicitor. Councilmember Conrad informed that it is not an exact number. Council discussion ensued.

Res. #2015-01 Appointment of Municipal Solicitor for the year 2015

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY			X			
SIMONSEN	X		X			
CLARK				X		
BECK				X		

**Consent Agenda**

Approval of Minutes December 15 & 29, 2014

- Res. #2015-02 Annual Appointment of Emergency Management Council (annual)
- Res. #2015-03 Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (annual)
- Res. #2015-04 Approval of Annual Contribution to Volunteers in Medicine (annual \$7,690)
- Res. #2015-05 Appointment of Township Labor Solicitor for the year 2015 (W. Blaney not to exceed \$50,000)
- Res. #2015-06 Appointment of Municipal Public Defender for the year 2015 (annual - V.Roach \$11,200)
- Res. #2014-07 Appointment of Municipal Prosecutor for the year 2015 (annual – P.Tourison \$14,000 -- M. Ragusa resigned)
- Res. #2015-08 Appointment of Municipal Auditor for the Year 2015 Without Public Bidding (Ford Scott not to exceed \$40,000)
- Res. #2015-09 Establishment of Council Meeting Dates and Times for the Year 2015 (annual)
- Res. #2015-10 Authorizing the Cash Management Plan (annual)
- Res. #2015-11 Authorizing Payment for 2015 Regional School Taxes (Jan – May \$6,013,966.50 )
- Res. #2015-12 Authorizing Payment to Lower Township Board of Education (Jan - May \$7,903,298. taxes)
- Res. #2015-13 Authorizing Payment of 2015 Debt Service (\$2,563,066.40)
- Res. #2015-14 Adopting 2015 Temporary Current Budget (\$6,154,000.)
- Res. #2015-15 Designation of Official Depositories (annual)
- Res. #2015-16 Annual Approval of Petty Cash Funds (annual – Finance and Police)
- Res. #2015-17 Designation of Public Agency Compliance Officer for Lower Township (annual - PACO – M. Vitelli)
- Res. #2015-18 Authorization for Public Bidding (annual)
- Res. #2015-19 Resolution Authorizing the Clerk to Issue Bingo and Raffle Licenses throughout the Year to Qualified Organizations (annual)
- Res. #2015-20 Designation of Official Newspapers for Legal Advertising for the year 2015 (annual Star & Wave and the Cape May Gazette)
- Res. #2015-21 Appointment of JIF Risk Management Consultant (J.Byrne Agency - 3<sup>rd</sup> year of a 3 year proposal)
- Res. #2015-22 Resolution Authorizing Lower Township's Payment to the County of Cape May for the Spay/Neuter

- Fund as per the Interlocal Agreement (annual \$13,287)
- Res. #2015-23 Setting the Interest Rate for Delinquent Taxes (annual)
- Res. #2015-24 Authorization for Refund of Taxes (3 properties \$8,529.74)
- Res. #2015-25 Authorization for Payout of Accumulated Sick Time (annual \$ 36,454.80)
- Res. #2015-26 Authorization for Clothing Allowance ( \$17,425)
- Res. #2015-27 Payment of 2015 Vouchers \$61,185.58
- Res. #2015-28 Transfer of 2014 Appropriations
- Res. #2015-29 Payment of 2014 Vouchers \$429,312.09
- Res. #2015-30 Approving 2015 Contract with Cape Assist (annual \$3,213.00)
- Ordinance #2015-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-15.14) this is a yearly requirement which MUST be adopted prior to the introduction of the budget. This is the first reading of the Ordinance. The second reading and public hearing will be scheduled for January 21<sup>st</sup>.

Tom Frisoli, Villas, Vice-Chairman of LTMUA, addressed Council to voice his concern about using the Star and Wave as the Township's official newspaper. He stated, in his opinion, that they have done nothing for the people, except the Mayor and Deputy Mayor.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN			X			
CLARK			X			
BECK			X			

#### Regular Agenda

- Res. #2015-31 Resolution Designating the Lower Township Rescue Squad, Inc. As The Provider of Emergency Medical Services in Lower Township

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD					X	
PERRY	X		X			
SIMONSEN		X	X			
CLARK			X			
BECK			X			

- Res. #2015-32 Appointment of Municipal Engineer for 2015 Without Public Bidding (Hatch, Mott Macdonald not to exceed \$450,000)

Mayor Beck voiced his discontent with the amount, thus recommending a compromise to amend the "not to exceed" amount of \$450,000 to \$10,000 instead. Councilmember Conrad defended his opposing position and discussion ensued about putting special projects out to bid. Deputy Mayor Clark inquired about how the amount was established. Councilmember Conrad suggested he ask the engineer. Discussion continued about defining special projects. Councilmember Simonsen reminded about the expenses for the proposed police building. Mayor Beck reiterated his concern about the wording of the resolution and vowed to protect the taxpayer.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
SIMONSEN		X	X			
CLARK				X		
BECK				X		

- Res. #2015-33 Appointment of Bond Counsel for the Year 2015 Without Public Bidding (Archer & Greiner)

Mayor Beck questioned the decision to change Bond Counsel and informed of a letter from Lauren Read, Township CFO, urging Council to reconsider. Mayor Beck voiced his opposition to the change.

Deputy Mayor Clark agreed with Mayor Beck and stated his concern for loss of productivity. He suggested a plea to the new Bond Counsel to spare the Township the expense of transferring files. Councilmember Conrad agreed to ask. Discussion ensued about the process to hire Bond Counsel.

Bob Donaghy, Villas, asked about the possibility of duplicating the documents in-house. Deputy Mayor Clark referred to the additional work involved as mentioned in the CFO's letter. Councilmember Conrad stated that there is likely an electronic method to reproduce the documents. Mayor Beck read a portion of Lauren Read's letter to Council.

Mike Rosenberg, Coral Road, asked about the obligation of Bond Counsel to share the information.

Ed Butler, Villas, suggested that Council take the advice of their CFO professional. He also reminded Council that they should be working for the taxpayers.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY			X			
SIMONSEN	X		X			
CLARK				X		
BECK				X		

Res. #2015-34 A Resolution of the Township Council of the Township of Lower Removing the Current Township Manager

Mayor Beck argued that there has been no Council discussion regarding this issue. Councilmember Conrad agreed and referred to the removal of a former Township Manager, Joe Jackson. Disagreement and discussion ensued about the process of removing a manager. Mayor Beck defended Manager Voll and his dedication to the Township, suggesting that Council allow him to finish the year. Mayor Beck, at a recent closed session meeting, communicated his request that Council put out an RFP for Township Manager, but was denied. Deputy Mayor Clark supported Mayor Beck's request. Councilmember Conrad agreed that he called Manager Voll the day after the election to inform him that he would be removed. Mayor Beck reminded Councilmembers that they act as a body, not individuals. Councilmember Simonsen indicated that Manager Voll spoke disrespectfully to Councilmember Conrad on several occasions. Councilmember Conrad admitted to having a replacement for Manager Voll. Mayor Beck voiced his opposition due to the process and disregard for the rules of government, as well as the additional cost to the taxpayers. Deputy Mayor Clark agreed that it makes no sense to pay two managers at the same time. Councilmember Simonsen stated that it is time to move in a different direction. Mayor Beck reiterated his disapproval with the process. Discussion ensued about the purpose of the special meeting. Mayor Beck concluded by pointing out Mike Voll's strong points.

Ed Butler, Villas, disputed a comment by Councilmember Simonsen about things being put in his mailbox at the last minute. Councilmember Simonsen disagreed. Mr. Butler reiterated Council's duty to do what is in the best interest of the taxpayers.

Frank Simonsen, Tranquility, referred to Deputy Mayor Clark's football analogy. He spoke highly of Mike Voll, but pointed out that the team has simply decided on a new manager. Mayor Beck stated that he would not have objected if it were handled properly. Manager Voll thanked Mr. Simonsen for his kind words.

Betty Wardstrom, Bayshore West, spoke with high respect for Manager Voll. She questioned why Council is changing managers and believes the Township should get to vote on this issue.

Mayor Beck referred to a newspaper article from November 11, 2014, quoting Councilmembers Conrad and Simonsen about the position of Township Manager.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
SIMONSEN		X	X			
CLARK				X		
BECK				X		

Mayor Beck thanked Mike Voll.

Mike Voll expressed his gratitude to God for the ability to serve. He also thanked each Council member and wished his best to whoever replaces him.

Councilmember Conrad asked for legal advice from the Township Solicitor.

Solicitor Stefankiewicz informed that once the current Township Manager is removed and suspended, the Township Council has an obligation to appoint an Acting Township Manager.

Mayor Beck suggested the Township Clerk act as Township Manager until the Township does an RFP.

Councilmember Simonsen moved to appoint James Ridgway as Acting Township Manager. Councilmember Conrad seconded the motion.

Mayor Beck voiced his objection to the process. He recommended an RFP. A heated discussion ensued. Solicitor Stefankiewicz clarified the motion to appoint James Ridgway as Acting Township Manager, pending the final resolution regarding the former Township Manager.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY			X			
SIMONSEN	X		X			
CLARK				X		
BECK				X		

### **Administrative Reports**

Personnel Action Report

### **Council Comments**

Councilmember Conrad thanked his wife and family for their support over the past few months. He also thanked voters in Ward 1 as they communicated their ideas for change. Some changes he hopes to accomplish in the near future include putting more police on the streets, improved code enforcement, flood mitigation and road repairs.

Councilmember Perry expressed humility for the privilege to serve on Council. He thanked many people for their support including his wife and children, the Lower Township Republican Organization, Bob Nolan, Gerald Thornton, Kristine Gabor, Samuel Fiocchi and Congressman Lobiondi. He looks forward to serving all the people of the Township and hopes to address their concerns by providing a high level of service while keeping the taxes down. He concluded with a promise to follow the people's lead.

Councilmember Simonsen congratulated Councilmembers Conrad and Perry. He thanked his wife and family for their support, as well as Kristine Gabor, Gerald Thornton, and Sam Fiocchi. He talked about addressing concerns in Ward 3, including Parkway reconstruction, infrastructure, and Diamond Beach. He thanked Mike Voll for working with him on the Diamond Beach issues. He concluded with a reminder to support our kid's recreation and education programs and wished everyone a happy New Year.

Deputy Mayor Clark congratulated Councilmembers Conrad, Perry and Simonsen. He talked about his experience serving the people of the Township as an Independent majority, and his intent to continue doing what is in the best interest of the Township. He spoke of his concern at people's reaction to Mr. Frisoli's comment, "to the victor goes the spoils". He also shared his disappointment at Council's decision to hire the same law firm that represents the LTMUA. Councilmember Conrad commented.

Mayor Beck announced an upcoming program for parents on January 15 at LCMR auditorium that deals with drug and heroine abuse. He congratulated his cohorts and wished them well.

**Call to Public**

Sharon Rementer, 713 Bayshore Road, addressed Council to get help with the problem of people driving through her property. She informed that it has happened five times in the past two years. Mayor Beck advised her to give her name and number to the clerk and she will be contacted. Freeholder Director Gerald Thornton also offered to help.

Kathleen Dynan, Portsmouth Road, voiced her disapproval with the actions of Mayor Beck and Deputy Mayor Clark regarding an LTMUA appointment.

Bob Donaghy, Villas, complimented the Public Works Department on their job removing trash.

Doris Raspa, 608 E St Johns Avenue, voiced her disapproval with the actions of Councilmembers Conrad and Simonsen. She reminded Council that they represent the taxpayers of Lower Township and advised that they leave politics at the door.

John Cantalupo of Archer and Greiner thanked Council for the appointment, and assured them that there will be no added expense for transferring files.

Tom Frisoli, Villas, congratulated Councilmembers Conrad, Perry and Simonsen. He addressed Deputy Mayor Clark about discussing issues with him after the next meeting.

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Simonsen. Motion to adjourn unanimous. Meeting adjourned at 7:45 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Township Clerk

Approved:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00825 COMCAST*								
	15-00099	01/07/15	MONTHLY INTERNET ACCESS	Open	112.90	0.00		
	15-00152	01/14/15	MONTHLY INTERNET ACCESS	Open	580.64	0.00		
					693.54			
00852 CHERRY VALLEY TRACTOR CO.*								
	14-03235	12/15/14	HYDAULIC PUMP REPLACEMENT	Open	1,849.65	0.00		
00991 COLONIAL ELECTRIC SUPPLY*								
	14-03234	12/15/14	BENNETTS LIGHTS-ENTRANCE	Open	57.57	0.00		
01170 VERIZON WIRELESS* F/S								
	15-00118	01/09/15	CELL SERVICE FIRE 11/27-12/26	Open	67.49	0.00		
01171 VERIZON WIRELESS - TOWNHALL								
	15-00105	01/08/15	VERIZON BILL 12/24-1/23 15	Open	445.24	0.00		
	15-00117	01/09/15	IPHONE BILL 12/29 - 1/28 2015	Open	837.11	0.00		
					1,282.35			
01200 DELTA DENTAL PLAN OF NJ								
	15-00078	01/07/15	DENTAL JANUARY 2015	Open	8,538.95	0.00		
01500 FEDEX								
	14-03303	12/24/14	MAILING	Open	25.18	0.00		
01502 PAMELA FELDER								
	15-00126	01/09/15	MEDICAL CLAIMS	Open	113.58	0.00		
01730 GTBM INC.*								
	14-03321	12/29/14	RADIO SUPPLIES	Open	487.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ								
	15-00075	01/07/15	BOARD SOLICITOR SALARY	Open	625.00	0.00		
01834 RICHARD HOOYMAN								
	15-00080	01/07/15	MEDICAL CLAIM	Open	30.00	0.00		
02025 HUNTER JERSEY PETERBILT*								
	14-03247	12/16/14	PARTS FOR TRUCKS	Open	138.39	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE								
	15-00157	01/14/15	MEMBERSHIP BREAKFAST 1/8/15	Open	17.00	0.00		
02349 ROBERT LUBBERMAN								
	15-00057	01/06/15	BASKETBALL REF	Open	320.00	0.00		
02411 MENEAR'S TREE SERVICE*								
	14-02982	11/13/14	TREE REMOVAL/RETENTION POND	Open	400.00	0.00		
03172 OFFICE BUSINESS SYSTEMS INC*								
	14-03066	11/24/14	REPAIR FOR COURT RECORDING SYS	Open	713.25	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03279 PARDO'S TRUCK PARTS WHSE*								
	14-03162	12/09/14	BRAKES FOR TRASH TRUCKS	Open	2,103.46	0.00		
	14-03163	12/09/14	BRAKES FOR TRASH TRUCKS	Open	<u>1,742.45</u>	0.00		
					3,845.91			
03305 PEDRONI FUEL*								
	15-00147	01/14/15	NO LEAD GAS	Open	323.01	0.00		
03387 POGUE INC.*								
	15-00018	01/06/15	ANNUAL ADMINISTRATIVE FEE	Open	3,074.00	0.00		
03449 QC INC*								
	14-03329	12/31/14	RETENTION POND WATER SAMPLE	Open	61.50	0.00		
03518 RIGGINS, INC.*								
	14-03347	12/31/14	OFF HIGWAY DIESEL	Open	447.22	0.00		
03607 SEASHORE FOOD SUPPLY*								
	14-03318	12/29/14	FOOD FOR NEW YEARS EVE PARTY	Open	421.54	0.00		
03608 SEAWAVE CORPORATION*								
	14-03259	12/18/14	EMPLOYMENT ADDS - DPS	Open	365.40	0.00		
03611 SERVICE TIRE TRUCK CENTERS*								
	14-03236	12/15/14	TIRES/RDS/SANT/RECY/DPW	Open	1,473.15	0.00		
03652 FRANK SIPPLE								
	15-00050	01/06/15	BASKETBALL REF	Open	320.00	0.00		
03692 SOUTH JERSEY GAS CO*								
	14-03280	12/22/14	GAS FOR DECEMBER 2014	Open	6,399.82	0.00		
03720 SOUTH SHORE BASKETBALL LEAGUE								
	14-03313	12/29/14	BASKETBALL REFEREE FEES	Open	1,200.00	0.00		
03723 STAPLES, INC.*								
	14-03342	12/31/14	OFFICE SUPPLIES	Open	540.90	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL								
	14-03281	12/22/14	RE-EMBURSEMENT/HALF BILL	Open	111.69	0.00		
03863 TREASURER, STATE OF NEW JERSEY								
	15-00063	01/06/15	2014 4TH QRT STATE FEES-LOWER	Open	6,104.00	0.00		
	15-00064	01/06/15	2014 4TH QRT STATE FEES-WCM	Open	<u>937.00</u>	0.00		
					7,041.00			
03917 STATE OF NJ DEPT OF CHILD/FAML								
	15-00158	01/14/15	QUARTERLY MARRIAGE LICENSE FEE	Open	775.00	0.00		
03947 VFIS*								
	15-00097	01/07/15	PORTFOLIO INSURANCE 1/15- 1/16	Open	5,069.21	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03947 VFIS* Continued								
	15-00098	01/07/15	COMMERICAL AUTO 1/15-1/16	Open	2,543.69	0.00		
					7,612.90			
03971 VERIZON WIRELESS MDT POLICE								
	15-00100	01/07/15	VERIZON - MDT'S	Open	539.25	0.00		
03985 VILLAS NAPA AUTO PARTS								
	14-03097	11/26/14	PARTS FOR POLICE VEHCILES/DEC	Open	3,515.88	0.00		
03992 VAL-U AUTO PARTS LLC*								
	14-03098	11/26/14	RDS/SANT/RECYC/DEC	Open	4,391.77	0.00		
04077 RONALD J. GELZUNAS*								
	14-00018	01/07/14	2014 LEGAL SERVICES DNE \$90	Open	3,967.50	0.00		
04300 W B MASON CO INC*								
	14-02569	10/03/14	OFFICE SUPPLIES	Open	143.94	0.00		
	14-02570	10/03/14	OFFICE SUPPLIES	Open	954.23	0.00		
	14-03141	12/03/14	PAPER	Open	203.94	0.00		
	14-03197	12/09/14	SUPPLIES/DPW	Open	57.24	0.00		
	14-03269	12/19/14	COFFEE	Open	65.94	0.00		
					1,425.29			
05066 MICHAEL REEB								
	15-00082	01/07/15	DJ SERVICES FOR BASKETBALL TOU	Open	250.00	0.00		
4104 DOUGLASS LANDSCAPING LLC*								
	14-00833	04/01/14	LANDSCAPING CONTRACT PAYMENTS	Open	5,547.50	0.00		B
6061 AMERIHEALTH ADMINISTRATORS								
	14-03345	12/31/14	DECEMBER 31 HEALTH & RX	Open	69,711.58	0.00		
	15-00104	01/07/15	ADMIN/STOP PER JANUARY 2015	Open	38,231.24	0.00		
	15-00140	01/14/15	JANAURY 12 HEALTH & RX	Open	56,334.13	0.00		
					164,276.95			
6071 UNITED UNIFORMS LIMITED LIAB*								
	14-03243	12/15/14	BADGES	Open	1,050.00	0.00		
6088 CRAFT OIL CORPORATION*								
	14-03211	12/09/14	BULK AW32 HYDRAULIC OIL	Open	1,556.88	0.00		
7091 STEVE SELBY								
	15-00060	01/06/15	BASKETBALL REF	Open	280.00	0.00		
7099 DAN BRADLEY								
	15-00046	01/06/15	BASKETBALL REF	Open	80.00	0.00		
7119 ENGINEERING DESIGN ASSOC*								
	15-00112	01/09/15	PROFESSIONAL ENGINEERING	Open	168.00	0.00		
7142 LINDSAY BECHTLER								
	14-03344	12/31/14	ZUMBA INSTRUCTOR DEC 2014	Open	100.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7294 BROWNELLS INC*	14-02915	11/05/14	ARMORER SUPPLIES	Open	1,428.37	0.00		
7299 DYNAMETRIC INC*	14-03012	11/18/14	PHONE RECORDING KIT	Open	128.90	0.00		
7315 ASHER & ELLA ASSOC. LLC*	14-03273	12/19/14	VALUES DRAINAGE	Open	6,785.00	0.00		
7320 ROBERT & EDITH WALLACE	14-03323	12/29/14	REFUND REGISTRATION FEE	Open	110.00	0.00		
7322 BRUCE BRITTON	15-00061	01/06/15	BASKETBALL REF	Open	120.00	0.00		
7323 BRIAN O'DONNELL	15-00062	01/06/15	BASKETBALL REF	Open	80.00	0.00		
7324 DAVID A. STEFANKIEWICZ	15-00113	01/09/15	RES#2015-01 MONTHLY \$28k DNE	Open	2,333.33	0.00		B
7325 LARRY MCNAIR	15-00116	01/09/15	REIMBURSEMENT - COACH	Open	60.70	0.00		
7326 TINA CHEW	15-00115	01/09/15	REIMBURSEMENT FOR BASKETBALL	Open	15.00	0.00		
7328 GARRETT WELSH	15-00159	01/14/15	RETURN OF UNUSED ESCROW	Open	216.00	0.00		
	15-00160	01/14/15	RETURN OF UNUSED ESCROW	Open	6.25	0.00		
					222.25			
ALUNN FRANK CLUNN	15-00045	01/06/15	BASKETBALL TOURNAMENT REF	Open	160.00	0.00		
AMENH TOM AMENHAUSER	15-00058	01/06/15	BASKETBALL REF	Open	160.00	0.00		
BASILE FRANK BASILE	15-00055	01/06/15	BASKETBALL REF	Open	320.00	0.00		
BOSNA KAREN MANETTE BOSNA	14-03346	12/31/14	YOGA INSTRUCTOR DEC 2014	Open	155.00	0.00		
CARTYW WALLACE CARTY	15-00054	01/06/15	BASKETBALL REF	Open	360.00	0.00		
DSTEFANK DAN STEFANKIEWICZ	15-00047	01/06/15	BASKETBALL REF	Open	120.00	0.00		
FAIR JOHN FAIR	15-00059	01/06/15	BASKETBALL REF	Open	280.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JLLOYD JOSEPH LLOYD	15-00051	01/06/15	BASKETBALL REF	Open	160.00	0.00		
LKELLY LORETTA KELLY	15-00049	01/06/15	BASKETBALL REF	Open	280.00	0.00		
MATTHEWS ROBERT MATTHEWS SR	15-00056	01/06/15	BASKETBALL REF	Open	280.00	0.00		
OCONNOR BRIAN O'CONNOR	15-00048	01/06/15	BASKETBALL REF	Open	160.00	0.00		
PERLIS JOSEPH PERLIS	15-00053	01/06/15	BASKETBALL REF	Open	280.00	0.00		
ROSSIS STEVEN ROSSI	15-00052	01/06/15	BASKETBALL REF	Open	120.00	0.00		
SEAGE SEAGEAR MARINE SUPPLY*	14-03102	11/26/14	SUPPLIES FOR DPW	Open	948.13	0.00		

Total Purchase Orders: 101 Total P.O. Line Items: 0 Total List Amount: 340,074.13 Total Void Amount: 0.00

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A. Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-37

Title: APPROVAL OF 2015 ROTARY TOWING LICENSES

WHEREAS, Chapter 600 of the Revised General Ordinances of the Township of Lower requires any contractor providing towing and storage services for the Township of Lower be licensed by the Township; and

WHEREAS, the following contractors have completed the required application, paid the fee and provided all documentation required by ordinance; and

WHEREAS, the Police have reviewed said applications as required by Chapter 600, Subsection 4 and have no objection to the issuance of said license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following applicants shall be issued Rotary Towing Licenses for the year 2015.

John Harron - Off Shore Getty  
Barney Linn - Cape May Exxon

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-38

Title: RENEWAL OF JUNK YARD LICENSE FOR CAPE MAY USED AUTO PARTS FOR THE YEAR 2015

WHEREAS, application for the renewal of a junk yard license has been received from Macum Corp./Cape May Used Auto Parts, located at 1024 Shunpike Road, Block 749, Lot 6; and

WHEREAS, said application is in proper form and the required license fee has been paid; and

WHEREAS, no known reason exists why said license should not be renewed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the renewal of a junk yard license for the year 2015 is hereby approved for Macum Corp t/a Cape May Used Auto Parts, expiring Dec. 31, 2015.

FURTHER RESOLVED the licensee shall conduct all business in accordance with Chapter 392 of the Code of the Township of Lower.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-39

Title: RENEWAL OF TRAILER PARK LICENSES FOR THE YEAR 2015

WHEREAS, the following applicants have submitted applications for renewal of their trailer park licenses for the year 2015; and

WHEREAS, the appropriate license fees have been received and the real estate taxes on subject properties are current.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the renewal of the following trailer park licenses for the year 2015 are hereby approved:

<u>NAME</u>	<u>LOCATION</u>
Victor & Patricia Major t/a Broadway Mobile Park	901 Broadway
William Herker t/a Cape May Landing	755 Route 9
Inter Coastal Enterprises, Inc. t/a Shawcrest Mobile Home Park	5200 Shawcrest Road
National RV Communities t/a Cape May Crossing	878 Route 109 South
William Herker t/a Cape Meadows	306 Route 9

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-40

Title: A RESOLUTION AUTHORIZING THE CONTACT PERSON FOR THE EMPLOYMENT PRACTICES LIABILITY ATTORNEY CONSULTATION SERVICE PROVIDED BY THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Governing Body of the Township of Lower hereinafter referred to as "Municipality", is a member of the Atlantic County Municipal Joint Insurance Fund, hereinafter referred to as "Fund"; and

WHEREAS, the Fund has adopted a policy authorizing the Employee Practices Liability Attorney Consultation Service; and

WHEREAS, the Fund has budgeted an annual allowance per member for EPL consulting services; and

WHEREAS, the Fund requires the Municipality designate specific managerial or supervisory individuals who will have telephone access to the EPL Hotline.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Township of Lower does hereby appoint TOWNSHIP MANAGER **JAMES RIDGWAY** as its contact person.

BE IT FURTHER RESOLVED, that TOWNSHIP CLERK, **JULIE PICARD**, JIF Fund Commissioner, be appointed as additional Contact person.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

**EPL Helpline  
Authorized Contact Person(s)**

TOWN	AUTHORIZED CONTACT PERSON	ADDITIONAL CONTACT PERSON(S)
Absecon City	Tom Henshaw	John Armstrong, Mayor
Avalon Borough	NA	James V. Craft, CFO
Brigantine City	Jennifer Blumenthal	Diane Eafрати, Dir. of Personnel
Buena Borough	Joseph Baruffi, Mayor	Joseph Santagata, FC
Cape May City	Bruce MacLeod, City Mgr	Louise Cummiskey
Cape May Point Borough	Kim Hodsdon, Clerk	Anita Vanhesswyk
Commercial Township	Hannah E. Nichols	NA
Corbin City	Kelly Camp, Mayor	Rose Turner
Deerfield Township	Karen Seifrit, Clerk	Annette Velez, Claims Coord
Dennis Township	Glenn O. Clarke, CFO/FC	Michele Heim, tax Collector
Downe Township	Robert Campbell	Dennis Cook
Egg Harbor Township	Peter Miller, Administrator	NA
Estell Manor City	NA	Linda Kent, FC
Folsom Borough	Patricia Gatto	
Galloway Township	Patrick Moran	Cheryl Prakash
Hamilton Township	Michael Jacobs, Administrator	Mary Kelly, HR Dir.
Linwood City	Leigh Ann Napoli, Clerk	Ed Beck, Code Enforcement
Longport Borough	Jenna Kelly/CFO	Amelia Strawder
Lower Township	Michael Voll, Twp. Manager	Julie Picard, Asst Clerk
Margate City	Rosemarie Freed, Acting Clerk	Lisa McLaughlin, CFO
Middle Township	Kim Krauss	Vera Kalish, Personnel Officer
Millville City	Susan G. Robostello, Clerk/Admin.	Frank Campisi
Mullica Township	Dawn Stollenwerk, CFO	Kim Johnson, Clerk
Newfield Borough	Toni Van Camp, Clerk/Administrator	NA
Northfield City	Mary Canesi, Clerk	Jim Dickinson, Fund Commissioner
North Wildwood City	Scott Jett, Clerk	Todd Burkey, CFO
Ocean City	Joann Cioeta, Director of HR	Elizabeth Wood, Asst Dir of HR
Pleasantville City	Linda Peyton, Administrator	Davinna King, Personnel Officer
Sea Isle City	George Savastano, Administrator	Kellie Seib, Alt. FC

**Atlantic County Municipal Joint Insurance Fund**

P.O. Box 488, Marlton, New Jersey 08053 · P: 856-446-9100 · F: 856-446-9149 · [www.acmjif.org](http://www.acmjif.org)

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY**

**RESOLUTION #2015-41**

**TITLE: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR**

**WHEREAS**, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code; and

**WHEREAS**, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

**WHEREAS**, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

**WHEREAS**, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name (As Assessed)	Property Location	Amount	Admin Fee	Lien Amount
349.13	1	LUND, JUDITH	2 Arbor Road	985.00	500.00	1,485.00
			TOTAL	985.00	500.00	1,485.00

**WHEREAS**, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						





**Township of Lower  
Code Enforcement  
2600 Bayshore Road  
Villas NJ 08251  
(609)-886-2624**

**NOTICE OF VIOLATION AND ORDER TO CORRECT  
IDENTIFICATION**

Reference Number: 10012341	Notice Date: 08/07/2014	Comply Date: 08/18/2014
Name: LUND, JUDITH Address: PO BOX 58 VILLAS, NJ 08251 Phone:	Block: 349.13 Site Address: 2 ARBOR ROAD LOWER TOWNSHIP	Lot : 1 Qual :

PLEASE TAKE NOTICE that as a result of an inspection of the above referenced property conducted by this agency, a violation of Lower Township codes has been found to exist. You are hereby ordered to correct the violations below within the comply date. Your failure to comply with this Notice of Violation and Order to Correct shall result in the issuance of a summons in the Lower Township Municipal Court and subject you to fines in the possible amount of \$300.00 for each day the violation exist. Further, your failure to correct the violation may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property. If you correct this violation by the compliance date and the violation occurs again within 60 days, you will be issued a summons without another notice of violation as a continuing violation of the Lower Township Property Maintenance Code, which will subject you to additional fines of up to \$500.00 per day for a second offense and up to \$1,000.00 per day for a third offense for each day that the violation continues. Further, it may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CODE ENFORCEMENT AT 609-886-2624 ext.154. Thank you for your cooperation

**VIOLATION LISTINGS**

Violation No.	Violation Date	Corrected Date	Violation Description
185-2	08/07/2014		185-2 TRASH AND DEBRIS AND OBNOXIOUS BRUSH ETC. : IT IS UNLAWFULL TO PERMIT TRAS, DEBRIS, OBNOXIOUS BRUSH, WEEDS, DEAD & DYING TREES STUMPS, ROOTS & POISON GROWTHS
230-11	08/07/2014		230-11 SITE TRIANGLE : BUSHES, TREE BRUSH OR FENCE IN SITE TRIANGLE MUST NOT BE OVER 42 INCHES OR BELOW 8FT.
brush blocking site triangle on wildwood and arbor and grve ave			

Sincerely,  
*Walter Fiore*  
Walter Fiore, Code Enforcement

Date 8-7-14

Block: 349.13  
 Lot: 1  
 Qualifier:

Owner: LUND, JUDITH  
 Tax Bill:

Assessed Values: Additional Billing Deductions Balance All Charges Add/omit

Owner-Street 1: PO BOX 58  
 Street 2:

City/St: VILLAS, NJ  
 Zip: 08251-

Country:

Phone: ( ) - -

Email:

Bank Code: 00660 CoreLogic

Municipal Lien: Assignment: Bankruptcy: APR 2: Do Not Accept Online Payment:

Outside Lien:  Install Plan:  Sp Charges:

Account Id: 00004108  
 Additional Lot 1:  
 Additional Lot 2:  
 Property Class: 2  
 Parcel Key:  
 Unpaid Interest: .00  
 User Msg Code:  
 Exclude from Tax Sale:





TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-42

Title: ISSUANCE OF 2015 LIMOUSINE, TAXI AND OPERATOR LICENSES

WHEREAS, applications have been submitted by Aart's Transportation Service Corp., High Roller Limousine Inc, G Taxi, G Transportation and Ocean Cab pursuant to Ord. #2000-4 for Taxi, Limo and Operator Licenses; and

WHEREAS, the applicants submitted the appropriate fees, provided the required documentation, and the Police have reviewed and approved the application packet.

NOW, THEREFORE BE IT RESOLVED, the Clerk is hereby authorized to issue the following:

Aarts Transportation Service Corp

<u>License Type</u>	<u>Description</u>
Taxi	2000 Dodge Caravan, Vin# 1B4GP44G0YB806796
Taxi	2002 Chrysler Town & Country, Vin #2C8GP64L92R672339
Taxi	2006 Chrysler, Town & Country Vin#2A8GP44RX6R632117
Operators	Thomas Fontannaz, Roy Wolf, Keith Bancroft, Daniel Hankins, Jr. and John Vodges

High Roller Limousine, Inc

<u>License Type</u>	<u>Description</u>
Limo	2005 Dodge Grand Caravan, Vin #1D4GP24R55B201485
Limo	2005 Dodge Grand Caravan, Vin #2D4GP44LX5R394953
Operator	Karen Wolf, Arthur Wolf & Joseph Pallotta

G(Garibaldi) -Taxi

<u>License Type</u>	<u>Description</u>
Taxi	1996 Dodge Carivan, Vin#1B4GP44RTB411966
Operator	Oleg Pismenny and Anna Kint

G(Garibaldi) Transportation

<u>License Type</u>	<u>Description</u>
Limo	2001 Dodge Carivan, Vin #1B4GP25B81B148142
Operator	Oleg Pismenny

Ocean Cab Services

<u>License Type</u>	<u>Description</u>
Taxi	1997 Chevy Venture, Vin #81GNDX03E2VD234149
Operator	Irma Guy

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-43

Title: TRANSFER OF 2014 APROPRIATIONS

WHEREAS, N.J.S.A. 40A: 4-59 provides for appropriation transfers during the first three months of the succeeding year when it has been determined that any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during the preceding year, which were chargeable to said appropriation, and there is an excess in any appropriation reserve over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers, and totaling \$13,060.00 be made between the 2014 budget appropriation reserves.

LINE ITEM		ACCT. NUMBER	FROM	TO
Heating Oil	OE	4-01-31-447-200	13,060.00	
Electric	OE	4-01-31-430-200		7,000.00
Street Lighting	OE	4-01-31-435-200		6,060.00
			<u>13,060.00</u>	<u>13,060.00</u>

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-44

TITLE: RESOLUTION TO DEFER THE REGIONAL SCHOOL TAX

WHEREAS, by statute, when a municipality raises school taxes on a school year basis, an amount of not more than 50% of the school levy may be deferred to the following year, and

WHEREAS, the 2014 Regional School Levy was \$12,027,933 and not more than 50% is \$6,013,966.50.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that it desires to defer regional school taxes to the year 2015 in the amount of \$6,013,966.50

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-45

Title: APPLICATION FOR 2015 DRUG ENFORCEMENT AND DEMAND REDUCTION (DEDR) GRANT FUNDS

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Council of the Township of Lower, County Cape May, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Lower Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Lower Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Cape May.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Lower, County of Cape May, State of New Jersey hereby recognizes the following:

- 1. The Lower Township Council does hereby authorize submission of a strategic plan for the Lower Cape Municipal Alliance grant for fiscal year July 1, 2015 to June 30, 2016 in the amount of:
DEDR \$31,409
Cash Match \$ 7,852
In-Kind \$23,557

The Township of Lower Cash Match portion will be \$5,576

- 2. The Lower Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

BE IT FURTHER RESOLVED, that the Mayor of Lower Township, is authorized to sign the Application for 2015 grant funds, and to execute all contracts and agreements necessary to accept the funds and carry out the program in accordance with the State requirements.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A. Picard, Township Clerk

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and rows for CONRAD, PERRY, SIMONSEN, CLARK, BECK.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-46

TITLE: APPOINTMENT OF PUBLIC INFORMATION OFFICER WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a Public Information Officer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Lauren Suit has submitted a proposal indicating that she will provide the goods or services described above for a price not to exceed \$2,800; and

WHEREAS, the term of this contract is January 21, 2015 to April 30, 2015; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # \_\_\_\_\_

Signature \_\_\_\_\_

WHEREAS, Lauren Suit has completed and submitted a Business Entity Disclosure Certification which certifies that Lauren Suit has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Lauren Suit from making any reportable contributions through the term of the contract.

Now, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Lauren Suit for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

**TOWNSHIP OF LOWER**  
**CONTRACT FOR PROFESSIONAL SERVICES FOR PUBLIC**  
**INFORMATION OFFICER**

THIS AGREEMENT made as of the \_\_\_\_ day of January, 2015, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and LAUREN SUIT, a media specialist, having an office at 10 Holiday Road, Villas, NJ 08251 (hereinafter referred to as "Township Public Information Officer").

*WITNESSETH:*

WHEREAS, pursuant to Resolution # 46 adopted by the Township Council on the 21<sup>st</sup> day of January, 2015, Lauren Suit was appointed Public Information Officer for the Township of Lower, for a period of three (3) months to commence on January 26, 2015 and ending on April 30, 2015.

WHEREAS, said appointment was made without competitive bidding in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey which nevertheless requires the execution of a written contract; and

WHEREAS, the Chief Financial Officer of the Township of Lower has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. APPOINTMENT: The Township hereby employs Lauren Suit as its Township Public Information Officer in accordance with Code 3-8 (B) (1), for a period of three (3) months to commence on January 26, 2015 and ending April 30, 2015.

2. PAYMENT: Township shall pay to Lauren Suit ("Public Information Officer") the sum of Twenty-Five dollars per hour / 8 hours per week not to exceed \$2,800.00, as compensation for public information officer functions. Inconsideration, The Public Information Officer agrees to:

- (a) Write and post Township news to the Township of Lower website;
- (b) Post news to the Township of Lower Facebook page;
- (c) Consult with the Township Administrator to issue press releases;
- (d) Create positive media coverage for the Township of Lower for economic development and to aid tourism, including, writing stories, publicizing upcoming special events and offering photo opportunities;
- (e) Disseminate information to residents via the Township of Lower website;
- (f) Monitor news stories about the Township and keep an archive of news articles about the Township of Lower;
- (g) Attend Township Council meetings to gather information for press releases and news items for the Lower Township website and Facebook account.
- (h) Assist the Township Manager to disseminate information during emergencies such as weather emergencies, utility outages or road closings.
- (i) Develop positive relations on behalf of the Township with local media; television, television, newspapers, radio and websites.

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

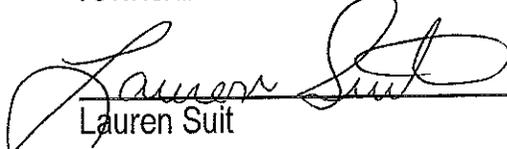
ATTEST:

TOWNSHIP OF LOWER

\_\_\_\_\_  
Julie A Picard, Township Clerk

\_\_\_\_\_  
Michael E Beck, Mayor

TOWNSHIP PUBLIC INFORMATION OFFICER

  
\_\_\_\_\_  
Lauren Suit

**LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251  
(609) 886-2005**

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

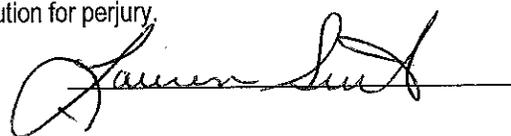
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

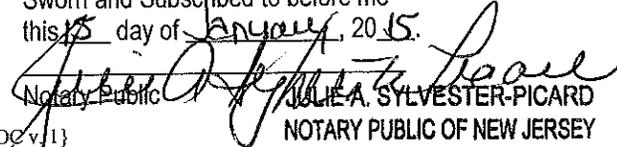
4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
		- 0 -

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.



Sworn and Subscribed to before me  
this 15 day of January, 2015.

  
 Notary Public **JULIE A. SYLVESTER-PICARD**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 8/26/2016

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 TOWNSHIP OF LOWER

**Part I B Contractor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name \_\_\_\_\_ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Michael E. Beck	
Norris Clark	Any present or future candidate committee or
Erik Simonsen	joint candidate committee or local political party
Thomas Conrad	committee formed for the election of members of
David Perry	the Lower Township governing body.

**Part II B Ownership Disclosure Certification**

\_\_\_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership   
  Corporation   
  Sole Proprietorship   
  Subchapter S Corporation  
 Limited Partnership   
 Limited Liability Corporation   
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 B Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this 15 day of

January, 2013.

My Commission expires:

*Julie A. Sylvester-Picard*  
 JULIE A. SYLVESTER-PICARD  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 8/26/2016

*Lauren Suit*  
 (Affiant)  
 Lauren Suit  
 (Print name & title of affiant) (Corporate Seal)

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: \_\_\_\_\_

Name of Agent: Lauren Surt

Title: \_\_\_\_\_

Date: 1-15-15

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-47

**TITLE: CONTRACT AWARD FOR TOWNSHIP OF LOWER ANIMAL CONTROL SERVICES -- YEAR 2**

**WHEREAS**, the Township of Lower awarded an Animal Control Service Contract to Shore Animal Control Services, LLC on January 6, 2014 via Resolution #2014-36; and

**WHEREAS**, in order to extend the contract by one (1) year, Lower Township Council must pass a Resolution approving the extension; and

**WHEREAS**, Shore Animal Control Services, LLC and the Township of Lower have both agreed to an Addendum to said contract, attached hereto, with no change to the value of the contract;

**WHEREAS**, the CFO has certified the availability of funds as evidenced by her signature below:

\_\_\_\_\_  
Lauren Read, CFO

\_\_\_\_\_  
Budget Account

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

**ANIMAL CONTROL SERVICES**

**TERM:** January 1, 2015 – December 31, 2015  
**AWARD TO:** Shore Animal Control Services, LLC  
**TOTAL:** \$51,000 for the year 2015

**BE IT FURTHER RESOLVED**, the contract may be extended for one (1) additional year - 2016 - at a cost of \$51,020 but only after approval by a resolution of the governing body.

**FURTHER RESOLVED**, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

# Shore Animal Control Services LLC.



Dr. Nick Holland, Owner/Operator  
Greg Boddy, ACO  
Jay Jessie, ACO

Pam Jessie, Manager, ACO  
Aaliyah Barber, ACO, ACI  
Mike McCullough, ACO

Linda Gentile, Public Information Officer

*"We Serve the Community with Pride and Dedication"*

\*\*\*\*\*

## ANIMAL CONTROL CONTRACT ADDENDUM

1. **Summer Season Schedule Modification:** Shore Animal Control will provide a dedicated officer whose primary duty is Lower Township from Memorial Day to Labor Day Thursday- Sunday from 8AM – 5 PM. The period between Labor Day and Memorial Day will remain as the original contract per say Monday –Friday 8AM- 5 PM. Additionally during the period from Memorial Day to Labor Day an officer will be available to respond to any call from Lower Township between the hours of 8AM- 5PM with a one hour response time on Tuesdays and Wednesdays. This remains for the original contract price of \$51,000 per year, the municipality will receive 7 day a week coverage during regular business hours. Shore Animal Control will continue to provide 24 hour emergency response 7 days a week per the original contract.

2. **Beach Patrol:** Included on the regular weekend schedule Shore Animal Control will provide a beach presence for a minimum of 2 hours on Saturday and Sundays from Memorial Day to Labor Day by means of either of the following two options

Option 1- If approved by the municipal insurance provider, Shore ACO will provide an officer to patrol with a quad vehicle insured and maintained by Lower Township for a minimum of two hours as stipulated above. The officer will patrol the beach from beginning to end one hour at the beginning of the shift, and one hour during the afternoon.

Option 2- Officer will patrol from the vehicle. Protocol will be as follows:

Officer will park vehicle and follow the beach entrance to the beach and observe north and south for a minimum of 5 minutes and take appropriate action for any offenders of dog ordinances. Violators of any violation will be addressed.

The officer will repeat this procedure for a minimum of 10 entrances on Beach Road.

This patrol will be accomplished for approximately one hour in the morning at the beginning of shift, and one hour in the afternoon before the end of the shift on Saturdays and Sundays from Memorial Day to Labor Day.

---

Dr. Nick Holland  
Owner/Operator  
Shore Animal Control

---

Lower Township Administrator  
Jim Ridgeway



# Shore Animal Control Services LLC.

Dr. Nick Holland, Owner/Operator  
Ken Schein, ACO  
Stan Carr, ACO, ACI  
Jay Jessie, ACO

Pam Jessie, Chief Operating Officer  
Greg Boddy, ACO  
Chris Hillman, ACO  
Mike McCullough, ACO  
Steve Serwatka, ACO, Wildlife Specialist

*"We Serve the Community with Pride and Dedication"*

\*\*\*\*\*

## Scope of Services

1. Maintain proper licensing and certification at all times during the term of the contract in accordance with N.J.S.A. 4:19-15.16a. SHORE ANIMAL CONTROL SERVICES shall be responsible for animal control within the Township and shall enforce and abide by the provisions of N.J.S.A. 4:19-15.16. SHORE ANIMAL CONTROL SERVICES shall have the authority and be responsible to enforce all State Statutes and municipal ordinances including such duties as enumerated in N.J.S.A. 4:19-15.16(c) and 4:19-15.16(d). Shore Animal Control Services currently has 2 vehicles in use, 24 hour live phone service for residents and 9 animal control officers and staff on payroll.
2. Maintain regular inspection patrols of the in the municipality. Our main business is in the county of Cape May and our officers respond to any and all calls emergency or non-emergency within 30 minutes. Our officers are on call 24/7.
3. Pick up and impound dogs/cats running at large upon public streets and property. Dogs/cats that are captured and are in good health will be transported to the Cape May County Animal Shelter. SACS makes every effort to contact owners of dogs/cats bearing registration/identification tags prior to the transporting of animals to the shelter. Sick or injured animals will be treated by a veterinary facility and released to the shelter as appropriate. SACS will provide adequate shelter whenever the Cape May County shelter is not available for whatever reason at Shore Veterinarians licensed kennel facility at no charge to the municipality for the first 24 hours. SACS maintains a website for lost pets for all the municipalities it currently serves and all animals picked up will be listed on the site.
5. Maintain availability and easy access (800 Number, Cell phones) on a 24 hour per day basis. ACO dispatch will be initiated either by direct resident contact or by police via the SACS 800 number at the Boroughs discretion. During normal business hours (9:00 AM - 5:00 PM) and in emergency situations will respond to animal control/wildlife complaints from Borough residents

and/or authorized officials within one (1) hour for the following: aggressive animals, injured animals, suspect rabid animals, bite cases and at the Official's discretion. Coordination of calls with the police department will be maintained as deemed necessary by the Township. During normal operating hours SACS will respond to calls for strays, injured domestic animals and wildlife, and perform patrol operations.

6. Pick up and dispose of domestic/wildlife "road kill" on request, up to approximately 75 pounds (excluding deer) in compliance with New Jersey Department of Health regulations (D.E.P. approved). Larger domestic animals (livestock) that are creating a road or safety hazard will be removed to a nonhazardous area and authorities designated by the TOWNSHIP will be notified immediately. SHORE ANIMAL CONTROL SERVICES will not be responsible for removing dead animals from private residential property.

7. The municipality will be responsible for any emergency veterinary expenses incurred by SHORE ANIMAL CONTROL SERVICES in conjunction with their duties in the municipality, however close coordination with municipal officials will be accomplished whenever possible prior to administering any emergency treatment. This will not be construed to mean that humane lifesaving measures or euthanasia will be not accomplished whenever indicated. If the owner of the injured animal is located, these expenses will become the responsibility of the owner.

8. Provide regular patrol during regular hours on a daily basis as defined by the state of New Jersey requirements. Patrols will be interrupted to respond to any issues regarding animal control covered under the contract.

9. Provide the municipality a monthly report to include details of all calls as follows: date and time of call, name of a ACO taking the call, name of a ACO responding to the call, name, address, and phone number of caller; municipality, reason for the call and resolution of the call.

10. Provide and promote Trap Neuter Release (TNR) in the interest of feline population control is an integral part of our service. A situation in which TNR is appropriate as a recommendation we will work very closely with the citizens of the municipality to accomplish trapping, coordinate spaying and neutering and the re-release. We will also render assistance whenever citizens wish to trap themselves for reasons of convenience and efficiency.

11. Be a source of information to the TOWNSHIP, residents and officials concerning animal control regulations and related current information. Maintain a professional image and make public relations a top priority. Regular press releases will be issued on various animal issues of importance to the health and safety of pets and residents.

12. Will appear on behalf of the TOWNSHIP for Court proceedings necessary to enforce animal regulations. The TOWNSHIP will be responsible for supplying summonses.

13. All animal control officers shall wear appropriate identifying uniforms and carry State Department of Health identification. Each residential contact shall be provided with the responding officer's business card with company name and number. All ACO's and ACI's will conduct themselves in a professional manner.

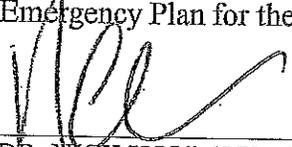
14. Shall conduct the requisite Animal Control Census on behalf of the TOWNSHIP.

15. Will maintain general liability insurance insuring SHORE ANIMAL CONTROL SERVICES, L.L.C and all employees with a minimum of \$1,000,000 in general liability coverage. Please see attached certificate of insurance.

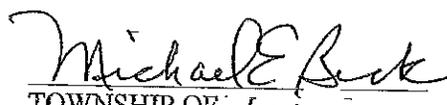
16. Report all cruelty issues to the New Jersey Society for the Prevention of Cruelty to Animals. SHORE ANIMAL CONTROL SERVICES, L.L.C has a close working relationship with the NJSPCA to alleviate the CITY of liability in conjunction with cruelty issues and prosecutions. All cruelty investigations shall be reported to the NJSPCA to respond accordingly.

17. Rabies Control: Assist with the Township's annual Rabies Clinic for the betterment of Humane education, and state mandated rabies control program. A) Animal Population Control perform duties for animal population & rabies control program, by interacting, planning & executing program with local volunteers and township animal rescue groups or organization(s) which including a T-N-R (Trap, Neuter and Return) program pertaining to wild or feral cats. . B) Rabies testing for exposure.

18. Disaster Plan: SACS shall meet with O.E.M. and review an acceptable Animal Evacuation Emergency Plan for the Township.

  
DR. NICK HOLLAND, OWNER  
SHORE ANIMAL CONTROL SERVICES, LLC,  
SHORE VETERINARIANS, PA

12/13/13  
DATE

  
TOWNSHIP OF Lower

1/6/14  
DATE

# Shore Animal Control Services

73 Hope Corson Rd  
Seaville, N.J. 08230  
1-800-351-1822

## 2013 Animal Control Proposal

Township of Lower  
2600 Bayshore Rd  
Villas, N.J. 08251  
609-886-2005  
Fax 609-886-9488

### PROFESSIONAL SERVICES PROPOSAL

#### Year One:

24/7 Service as defined in Scope of Services  
Start Date-January 1, 2014  
Completion Date-December 31, 2014

\$50,000.00

#### Year Two: Option-12 month extension

24/7 Service as Year 1  
Start Date-January 1, 2015  
Completion Date-December 31, 2015

\$51,000.00

#### Year Three: Option-12 month extension

24/7 Service as Year 1  
Start Date-January 1, 2016  
Completion Date-December 31, 2016

\$51,020.00

#### Years One and Two

Dog Census: \$2.25 per dog these fees will be paid on any dog license that is renewed after the deadline date as a result of our census protocol, as well as dogs in violation of license ordinance. Please see 6 step census protocol included in the Education and Experience section.

#### Year Three

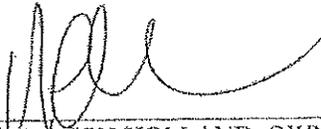
Dog Census \$2.50 per dog (same requirements as 2014)

This proposal includes an ACO manned Shore Animal Control Vehicle in the township Monday- Friday. 9:00 AM- 5:00 PM. The vehicle will be parked at the municipal complex hours or another prominent location within the Township during the evening hours.

## Payment Schedule

Payment shall be made in monthly payments on the 1<sup>st</sup> of the month in the amount of 4166.00 beginning on January 1, 2014.

This proposal shall be considered a temporary contract of service until an official township contract is issued and signed.

  
\_\_\_\_\_  
MR. NICK HOLLAND, OWNER

1/7/14  
DATE

  
\_\_\_\_\_  
LOWER TOWNSHIP OFFICIAL

1/6/14  
DATE

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2015-48

TITLE: APPROVAL OF PRECIOUS METALS LICENSES

WHEREAS, applications have been received by the Township for Secondhand Merchants and Dealers of Precious Metal Licenses by the following applicants in accordance with Ordinance #2014-05; and

WHEREAS, the applicants have paid the proper fees, posted the required bonds and the Police have no objection to the issuance of said license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that a Secondhand Merchants and Dealers of Precious Metals License for the year 2015 be approved and issued to the following applicants:

Lucky 7 Gold & Consignment	1425 Bayshore Road, Villas
Adel's Jeweled Treasures	1816 Bayshore Road, Villas
North End Thrift, LLC	901 Bayshore Road, Villas
Game Star and Wireless	1300 Bayshore Road, Villas

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015- 49

TITLE: APPOINTMENT OF BLAUER ASSOCIATES WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a Grant Consultant as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has awarded the services of Blauer Associates for the Small Cities Public Facilities (ADA Improvements) Grant application and administration services, as per Resolution #2012-182; and

WHEREAS, Blauer Associates has determined and certified in writing that the value of administration of the second phase of the grant will be \$16,000, and the anticipated term of this contract is until the completion of the recently awarded Phase II of the Small Cities Public Facilities (ADA Improvements) project; and

WHEREAS, Blauer Associates has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$16,000; and

WHEREAS, the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # \_\_\_\_\_

Signature \_\_\_\_\_

WHEREAS, Blauer Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Blauer Associates has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit the Blauer Associates from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Blauer Associates for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 21, 2015

Julie A Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

AGREEMENT  
BETWEEN  
TOWNSHIP OF LOWER, NEW JERSEY  
AND  
MARK BLAUER

This agreement entered into this \_\_\_\_ day of January, 2015, by and between the Township of Lower, a Municipal Corporation of the State of New Jersey, with offices located at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter referred to as "Township" and Mark Blauer, an individual, trading as Blauer Associates, hereinafter called the "Service Provider".

Whereas, the Township desires to engage the Service Provider to assist the Township in administering a FY 2015 Recreation Center ADA Compliance Improvements Project (#15-0144-00) through the New Jersey Small Cities Community Development Block Grant (CDBG) program, the Township and Service Provider, for the consideration named, covenant and agree as follows;

ARTICLE I: SCOPE OF SERVICES

Section A - Readiness to Proceed Documentation and Post Approval Advisory and Monitoring Administrative Assistance

Concurrent with application development and submission the NJ Department of Community Affairs asks that certain post approval services be conducted prior to application approval to demonstrate the Township's readiness to proceed if approved. These services include preparation of the Grant Management Plan, preparation of the resolution to approve Grant Management Plan, preparation of resolution designating fair housing officer, preparation of legal notice to inform public of designation of fair housing officer, submission of letters to NJ Law & Safety and US HUD to inform them of designation of fair housing officer, preparation of resolution adopting State Model Citizen Participation Plan, preparation of Environmental Review Assessment, preparing Notice of Intent to Request Release of Funds legal ad and distribution of environmental legal ads to designated agencies. These services were not be billed at the time of application submission but can be billed when the Small Cities grant is approved.

The Service Provider will perform the following services.

Item 1 - Environmental Review Record

The Service Provider will conduct an Environmental Assessment process necessary to comply with the National Environmental Policy Act (NEPA). Such services will include:

- a. Researching local environmental conditions with respect to the CDBG project;
- b. Conducting an Environmental Impact Assessment in accordance with regulations implementing NEPA established by HUD or DCA, as appropriate;

- c. Discussing possible project modifications, where appropriate, with the Township so as to minimize potentially adverse environmental impacts;
- d. Making the appropriate level of clearance finding;
- e. Preparing the written Environmental Review Record to document the level of clearance finding;
- f. Where the level of clearance finding does not require an Environmental Impact Statement, the Service Provider may prepare newspaper notices and HUD "Request for Release of Funds and Certification Form" and assist in the publication and distribution of same;
- g. Environmental review services do not include completion of Environmental Impact Statements as may be required by NEPA or by State regulations such as those of CAFRA.

#### Item 2 - Submission of Statutory Compliance Items

The Service Provider will assist the Township by submitting confirmation of the local match, grant management plan, community development and housing needs statement, professional service contracts, environmental review record, resolution adopting the state model citizen participation plan, resolution designating a fair housing officer, legal ad notifying the public of the designation of a fair housing officer and confirmation of fair housing coordination with the US Department of HUD and NJ Division of Law and Safety.

#### Item 3 - Construction Contractor Selection and Labor Standards Compliance:

The Service Provider serve as the project Labor Standards Officer and will assist the Township in the following areas:

- a. Assistance in coordination activity with the local engineer or architect for preparation of bid specifications;
- b. Assistance in examining the proposed bid specifications to determine that language complies with all required Federal and State statutes;
- c. Assistance in preparing and publishing the bid advertisement;
- d. Assistance in securing DCA approval of selected contractor(s);
- e. Assistance in the arranging and conducting of preconstruction conferences including preparation of preconstruction minutes;
- f. Assistance securing labor standards and equal opportunity documentation from contractor(s);

g. Assistance in maintaining construction records including Contractors Certification with respect to Davis-Bacon, Equal Opportunity, and other Federal Statutory requirements; certified payrolls; Employee Interview forms; evidence that required fringe benefits are paid, correspondence with respect to violation of standards and providing appropriate labor standards and equal opportunity forms and posters.

i. Assistance in monitoring the compliance of contractors with respect to the Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Copeland Act; Section 3 of the Housing and Urban Development Act of 1968; and Executive Order 11246.

#### Item 4 - Assistance in Recordkeeping

The Service Provider will assist the Township by establishing project files and in assisting the Township to maintain project records in accordance with NJ DCA requirements.

#### Item 5 - Preparation of Reports and Payment Requests

The Service Provider will initiate Fiscal Status Reports as necessary on the NJ DCA SAGE website and distribute those reports for signatures preparatory to submission to NJ DCA. In addition the Service Provider will prepare and submit Fiscal Monitoring Reports to NJ DCA.

#### Item 6 - NJ DCA Monitoring Sessions

The Service Provider will assist the Township at monitoring visits and attend meetings with NJ DCA staff at Trenton as necessary.

#### Item 7 - Grant Closeout Procedures

The Service Provider will prepare the final performance report, prepare the final performance hearing advertisement, attend the final performance hearing and compose the minutes of the final performance hearing.

### ARTICLE II: PAYMENT FOR ARTICLE I SERVICES

Services under Article I, Section A shall be compensated upon the basis of invoices submitted monthly describing the services performed and the hourly rate and number of hours taken to perform the service. Invoices will list an hourly fee of \$125.00 for professional time. It is understood and agreed that total compensation for Article I, Section A services shall not exceed \$16,000.

### ARTICLE III: TERM OF SERVICE

The start date of this Agreement is August 1, 2014. The termination date of this agreement will coincide with the NJ Department of Community Affairs' grant agreement with the Township ending date or March 31, 2017, whichever date is later.

#### ARTICLE IV: TERMINATION OF SERVICE FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this agreement the Township shall, thereupon, have the right to terminate this agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. This article shall also give the Township the right to modify, suspend, or terminate this agreement for deficient performance.

#### ARTICLE V: OTHER CLAUSES

- a. Service Provider agrees not to assign, transfer, convey sublet or otherwise dispose of this Contract, or any part thereof, or its rights, title or interest therein, without first obtaining the written consent of the Township Committee of the Township.
- b. Service Provider and Township agree that time is of the essence in the faithful performance of this contract.
- c. Should Service Provider fail to carry out the terms of this Contract as herein prescribed, Township may cancel or rescind this Contract in its entirety, and serve notice of said cancellation or rescission to Service Provider at his last known address. Nothing contained herein, however, shall prevent Township from pursuing whatever remedies it may have at law.
- d. Service Provider shall receive messages and work with the Township Committee and the Municipal Clerk who shall be the Township's representatives.
- e. During the performance of this contract, the Service Provider agrees as follows:  
The Service Provider or sub- Service Provider, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectation or sexual orientation. The Service Provider will take affirmative action to ensure that such applications are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

- f. The Service Provider or sub Service Provider, where applicable will in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex; at affectional or sexual orientation.
- g. The Service Provider or sub Service Provider, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising of the labor union or worker's representative of the Service Provider's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. The Service Provider or sub Service Provider, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- i. The Service Provider or sub Service Provider agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer and pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- j. The Service Provider or sub Service Provider agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- k. The Service Provider or sub Service Provider agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decision. The Service Provider or sub Service Provider agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Service Provider and its sub Service Provider shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office from time to time in

order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

- l. During the performance of this Agreement, the Service Provides agrees to comply with the requirements of the Mandatory Equal Opportunity Language attached as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the first above written, pursuant to Resolution No. \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

**TOWNSHIP OF LOWER**

BY: \_\_\_\_\_  
Michael Beck, Mayor

ATTEST:

\_\_\_\_\_  
Julie Picard, Township Clerk

**MARK BLAUER, AN INDIVIDUAL TRADING AS**  
**BLAUER ASSOCIATES, SERVICE PROVIDER**

BY: Mark Blauer  
Mark Blauer, President

WITNESS:

\_\_\_\_\_  
Susan Barron

**LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251  
(609) 886-2005**

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
Not Applicable	Not Applicable	\$0

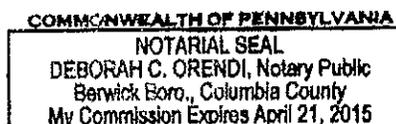
4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

*Mark Blawie*

Sworn and Subscribed to before me  
this 2nd day of January, 2015.

*[Signature]*  
Notary Public

{APM00008056.DOC v. 1}



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 TOWNSHIP OF LOWER

**Part I B Contractor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Mark Blauer dba Blauer Associates has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Michael E. Beck	
Norris Clark	Any present or future candidate committee or
Erik Simonsen	joint candidate committee or local political party
Thomas Conrad	committee formed for the election of members of
David Perry	the Lower Township governing body.

**Part II B Ownership Disclosure Certification**

   I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned

Check the box that represents the type of business entity:

- Partnership         Corporation       Sole Proprietorship         Subchapter S Corporation  
   Limited Partnership         Limited Liability Corporation         Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mark Blauer	18 West Hollow Road, Neshoek, Pa 18635

**Part 3 B Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Mark Blauer dba Blauer Associates

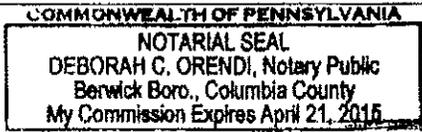
Signed: Mark Blauer Title: President

Print Name: Mark Blauer Date: January 2, 2015

Subscribed and sworn before me this 2<sup>nd</sup> day of February, 2015.

My Commission expires: 4-21-2015

Deborah C. Orendi  
 (Affiant)  
 (Print name & title of affiant) (Corporate Seal)



## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Firm Name: Mark Blauer dba Blauer Associates

Name of Agent: Mark Blauer

Title: President

Date: January 2, 2015

## **Chapter 95. PROFESSIONAL SERVICE CONTRACTS, REGULATION OF**

[HISTORY: Adopted by the Township Council of the Township of Lower 10-4-2004 by Ord. No. 2004-10.  
Amendments noted where applicable.]

### **§ 95-1. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**BUSINESS ENTITY SEEKING A PUBLIC CONTRACT** -- An individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, organization or association. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.

**PROFESSIONAL BUSINESS ENTITY** -- A business entity as defined in this section which provides services by individuals who are required to be professionally licensed under the laws or regulations of this State or which provides "extraordinary unspecifiable services" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).

### **§ 95-2. Prohibition of awarding public contract to certain contributors.**

A. Any other provision of law to the contrary notwithstanding, the Township of Lower or any of its purchasing agents or agencies or those of its independent authorities, boards or commissions, as the case may be, shall not enter into an agreement or otherwise contract to procure services from any professional business entity if that entity has solicited or made any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee in excess of the thresholds specified in Subsection C of this section within one calendar year immediately preceding the date of the contract or agreement.

B. No professional business entity which enters into negotiations for or agrees to any contract or agreement with the Township of Lower or any department or agency thereof or of its independent authorities, boards or commissions for the provision of professional services shall knowingly solicit or make any contribution of money or pledge of a contribution including in-kind contributions in excess of the thresholds specified in Subsection C of this section to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee between the time of first communications between that business entity and the Township of Lower regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

C. Notwithstanding Subsections A and B above, any individual who is a professional business entity may annually contribute a maximum of \$250 each for any purpose to any candidate for or holder of the offices of Mayor or Council of the Township of Lower, or \$500 to any Township of Lower political party committee, without violating this § 95-2; provided, however, that no group of individuals meeting the definition of a professional business entity may, in the aggregate, contribute annually for any purpose in excess of \$2,500 to all Township of Lower candidates for or holders of the offices of Mayor or Council and all Township of Lower political party committees combined without violating § 95-2.

### **§ 95-3. Contributions made prior to the effective date.**

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any candidate for or holder of the office of Mayor or Council of the Township of Lower or Township of Lower political party committee shall be deemed a

violation of this chapter, nor shall an agreement for services be disqualified thereby, if that contribution or agreement was made by the professional business entity prior to the effective date of this chapter.

**§ 95-4. Contribution statement required by professional business entity.**

A. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall receive a sworn statement from the professional business entity made under penalty of perjury that the professional business entity has not made a contribution in violation of § 95-2.

B. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall also receive a sworn statement from the professional business entity made under penalty of perjury disclosing all contributions made by the professional business entity during the immediately preceding 12 months to any New Jersey state and/or county political party committees which contributions, when added to any contributions made to any Township of Lower political party committees during the same time period, exceed the sum of \$500.

C. The professional business entity shall have a continuing duty to report any violations of this Chapter that may occur and to report any additional contributions to New Jersey state and/or county political party committees above the amounts set forth in Subsection B of this section during the negotiation or duration of a contract.

D. The sworn statement required under this section shall be made prior to entry into the contract or agreement with the Township and shall be in addition to any other certifications that may be required by any other provision of law.

**§ 95-5. Penalty.**

A. All Township of Lower professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity to violate § 95-2 or to knowingly conceal or misrepresent contributions given or received or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

B. Any professional business entity who knowingly fails to reveal a contribution made in violation of § 95-2 or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution shall be disqualified from eligibility for future Township contracts for a period of four calendar years from the date of the violation.

C. Nothing herein shall be deemed to apply to contributions made to any county or state campaign committee, candidate or officeholder, or to any county or state political party committee, however, such contributions are subject to the disclosure provision that may apply as set out in § 95-4C.

**§ 95-6. Procedures to ensure compliance with regulation.**

A. Neither the Chief Financial Officer nor his or her designee shall issue a certification of availability of funds without first receiving a certification from the Township Manager that the disclosures required by this chapter have occurred and that such disclosures do not violate the contribution limits set forth herein.

B. No contract or agreement for professional services shall be signed and delivered to any professional business entity without full compliance with this chapter.

08/12/09

Taxpayer Identification# 164-489-366/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

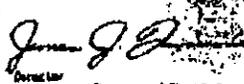
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 500 TRENTON, NJ 08646-0500
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME: BLAUER MARK	TRADE NAME:	
ADDRESS: 18 WEST HOLLOW RD MESCOPECK PA 18836	SEQUENCE NUMBER: 1009508	
EFFECTIVE DATE: 08/07/04	ISSUANCE DATE: 08/12/09	
FORM-BRC	 Director New Jersey Division of Revenue	
THIS CERTIFICATE IS NOT VALID UNLESS IT IS REGISTERED IN THE STATE OF NEW JERSEY.		

Certification 22818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2011** to **15-APR-2018**

**MARK BLAUER, DBA BLAUER ASSOCIATES  
P.O. BOX 363  
NESCOPECK PA 18635**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-50

**TITLE: APPOINTMENT OF LINDEMON WINCKELMANN DEUPREE MARTIN RUSSEL & ASSOCIATES PC (LWDMR) WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire an Architect as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of acquisition will exceed \$17,500, and LWDMR Architects has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$20,000; and

WHEREAS, the anticipated term of this contract is until the completion of the recently awarded Phase II portion of the Small Cities Public Facilities (ADA Improvements) project; and

WHEREAS, the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # \_\_\_\_\_

Signature \_\_\_\_\_

WHEREAS, James Lindemon has completed and submitted a Business Entity Disclosure Certification which certifies that LWDMR Architects has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit the LWDMR Architects from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower hereby approves a contract with LWDMR Architects for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

# AIA<sup>®</sup> Document B104<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Mayor Michael Beck  
Township of Lower  
Municipal Hall  
2600 Bayshore Road  
Villas, New Jersey 08251

Phone # - (609) 886-2005 / Fax # - (609) 886-5342  
Email Address:

and the Architect:  
(Name, legal status, address and other information)

James N. Lindemon, RA  
Lindemon Winckelmann Deupree Martin Russell & Associates, P.C. (LWDMR)  
224 N. High Street  
Millville, New Jersey 08332

Phone # - (856) 293-9554 / Fax # - (609) 293-1571 / Cell # - (609) 602-1007  
Email Address: jlindemon@lwdmr.com

for the following Project:  
(Name, location and detailed description)

Architecture and Engineering for:

Needs Study (revised) / ADA Compliance (Phase II)  
ADA Upgrades at the Recreation Center, 2600 Bayshore Road, Villas, NJ 08251

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

| See attached "Needs Study" (revised) dated August 13, 2014

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

#### § 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include environmental studies, civil engineering, telecommunications/data, security, coordination of separate contractors or independent consultants, coordination of construction or project managers, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

To be determined.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Eight ( 8 ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of

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construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement  
*(Paragraphs deleted)*

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this agreement the Municipality shall, thereupon, have the right to modify, suspend or terminate this agreement by giving written notice to the Service Provider and specifying the effective date thereof, at least five days before the effective date of such suspension, modification, or termination.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

*(Paragraphs deleted)*

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

*(Paragraph deleted)*

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

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written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| Needs Study (revised) - Recreation Center / ADA Upgrades (Phase II) \$ 20,000.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| To be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| To be determined ... Hourly (see attached Rate Chart)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Needs Study (revised) - Recreation Center (Phase II):

Design Development Phase	\$ 2,500.00	percent (	12.5	%)
Construction Documents Phase	11,500.00	percent (	57.5	%)
Bid Phase	1,000.00		5	%)
Construction Phase	5,000.00	percent (	25	%)

Total Basic Compensation	\$ 20,000.00	percent (	100	%)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Rate Chart

*(Table deleted)*

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15 %) of the expenses incurred (as noted on the Rate Chart)

*(Paragraphs deleted)*

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of None (\$ - 0 - ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid N/A ( N/A ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Zero % - 0 -

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

| N/A

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

| Needs Study (revised) dated August 13, 2014 and Rate Chart

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

Michael Beck, Mayor

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

James N. Lindemon, RA, President

\_\_\_\_\_  
*(Printed name and title)*

Init.



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 Millville NJ 08332  
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 Jersey City NJ 07302  
 201 333 5017 / 5309 fax

lwdmr.com

**SCHEDULE OF HOURLY RATES**  
*January 1, 2014 - December 31, 2014*

TITLE	SALARY	OVERHEAD/PROFIT MULTIPLIER	BILLING RATE
Principal Architect (Level 1)	\$ 65.00	x 3.15	\$ 205.00
Principal Architect (Level 2)	\$ 55.00	x 3.15	\$ 173.00
Mechanical/Electrical Engineer (In House)	\$ 50.00	x 3.15	\$ 158.00
Construction Specialists	\$ 45.00	x 3.15	\$ 142.00
Project Manager	\$ 50.00	x 3.15	\$ 158.00
Project Architect	\$ 48.00	x 3.15	\$ 152.00
Urban Designer	\$ 45.00	x 3.15	\$ 142.00
Project Designer	\$ 35.00	x 3.15	\$ 110.00
Hand Draftsman	\$ 30.00	x 3.15	\$ 95.00
General Technician	\$ 25.00	x 3.15	\$ 79.00
Preservation Specialist	\$ 50.00	x 3.15	\$ 158.00
CADD Operator / Drafter	\$ 27.00	x 3.15	\$ 85.00
Specification Writer	\$ 30.00	x 3.15	\$ 95.00
Word Processor / Clerical	\$ 20.00	x 3.15	\$ 63.00

Other Fees and Adjustments

Suitable fees for either personnel or equipment in keeping with those listed would be applied for any classification not covered above, including the use of CADD equipment. LWDMR reserves the right to make adjustments to and within all of the classifications at any time which are in keeping with architectural practices.

Overtime

The above tabulation of daily fees is based on an 8-hour day. Overtime (beyond 8 hours on weekdays, and any time on Saturday, Sunday and holidays) is at time-and-one-half rates for employees of LWDMR. Principal's time will be fixed.

Expenses

Expenses for project requirements or service not provided by LWDMR & Associates, such as laboratory and testing costs and governmental and miscellaneous fees, shall be payable directly by the client or shall be reimbursed with markup for overhead and profit to LWDMR & Associates if advanced by them. Expenses not a part of normal architectural overhead that are incurred by LWDMR & Associates shall be reimbursed by the client, including mailing, printing, reproduction cost, traveling expenses, etc. with markup for overhead and profit.

TERMS: NET 30 DAYS. Late payments will be charged interest at 1.5% per month.

10/10/06

Taxpayer Identification# 222-563-620/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

LINDEMON WINCKELMANN DEUPREE MARTIN RUSS

TRADE NAME:

ADDRESS:

140 BAY ST STE 4  
JERSEY CITY NJ 07302

SEQUENCE NUMBER:

0072468

EFFECTIVE DATE:

10/15/84

ISSUANCE DATE:

10/10/06



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 10975

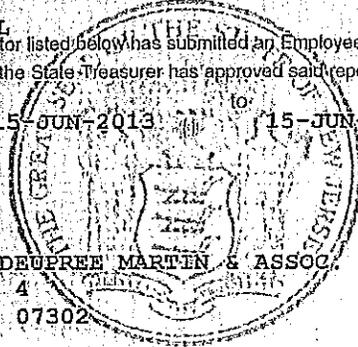
### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2013 to 15-JUN-2020

LINDEMON WINCKELMANN DEWREE MARTIN & ASSOC.  
140 BAY STREET, SUITE 4  
JERSEY CITY NJ 07302



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

**NOTICE OF CONSULTANT PREQUALIFICATION**

FIRM: LINDEMOM WINCKELMANN DEUPREE  
MARTIN RUSSELL & ASSOCIATES, PC  
ADDRESS: 140 BAY STREET, SUIT 4  
JERSEY CITY, NJ 07302

INITIAL     REVISED     RENEWAL  
DATE OF ISSUE: MARCH 25, 2014  
EXPIRATION DATE: MARCH 15, 2016  
FEDERAL ID NUMBER: 222 563 620

MBE     WBE     SBE     VOB

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount.

<input checked="" type="checkbox"/> ARCHITECTURE	UNLIMITED	<input checked="" type="checkbox"/> ROOFING CONSULTANT	28 MILLION
<input type="checkbox"/> ELECTRICAL ENGINEERING	_____	<input type="checkbox"/> ACOUSTICS	_____
<input type="checkbox"/> HVAC ENGINEERING	_____	<input type="checkbox"/> ASBESTOS DESIGN	_____
<input type="checkbox"/> PLUMBING ENGINEERING	_____	<input type="checkbox"/> ASBESTOS SAFETY MONITORING	_____
<input type="checkbox"/> CIVIL ENGINEERING	_____	<input type="checkbox"/> CLAIMS ANALYSIS	_____
<input type="checkbox"/> SANITARY ENGINEERING	_____	<input type="checkbox"/> TELECOMMUNICATIONS	_____
<input type="checkbox"/> STRUCTURAL ENGINEERING	_____	<input type="checkbox"/> EXHIBIT/INTERPRETATIVE DESIGN	_____
<input type="checkbox"/> MECH. ENG. (ELEV., CONVEYORS, ETC.)	_____	<input checked="" type="checkbox"/> FEASIBILITY PLANNING	20 MILLION
<input type="checkbox"/> SOILS ENGINEERING	_____	<input type="checkbox"/> FIRE DETECTION SYSTEMS	_____
<input type="checkbox"/> FIRE PROTECTION ENGINEERING	_____	<input type="checkbox"/> FIRE PROTECTION SYSTEMS	_____
<input type="checkbox"/> ENVIRONMENTAL ENGINEERING	_____	<input type="checkbox"/> FOOD SERVICE	_____
<input type="checkbox"/> MARINE ENGINEERING	_____	<input type="checkbox"/> HYDRAULICS/PNEUMATICS	_____
<input type="checkbox"/> LANDSCAPE DESIGN	_____	<input type="checkbox"/> HYDROLOGY	_____
<input type="checkbox"/> PLANNING	_____	<input type="checkbox"/> SECURITY SYSTEMS	_____
<input type="checkbox"/> LAND SURVEYING	_____	<input checked="" type="checkbox"/> SITE PLANNING	15 MILLION
<input type="checkbox"/> AERIAL SURVEYING	_____	<input type="checkbox"/> HISTORIC PRESERVATION CONSULTANT	_____
<input type="checkbox"/> HYDROGRAPHIC SURVEYING	_____	<input type="checkbox"/> ENERGY AUDITING	_____
<input checked="" type="checkbox"/> FIRE & LIFE SAFETY RENOVATIONS	10 MILLION	<input type="checkbox"/> TRAFFIC	_____
<input type="checkbox"/> BUILDING COMMISSIONING	_____	<input type="checkbox"/> TRANSPORTATION	_____
<input type="checkbox"/> BOILER/STEAM LINES/HIGH PRESSURE SYS.	_____	<input type="checkbox"/> WASTE/WATER TREATMENT	_____
<input type="checkbox"/> DAM/LEVEE DESIGN	_____	<input type="checkbox"/> ENERGY MANAGEMENT CONTROL SYSTEM	_____
<input checked="" type="checkbox"/> BARRIER FREE/ADA DESIGN	UNLIMITED	<input type="checkbox"/> RENEWABLE ENERGY CONSULTANT	_____
<input checked="" type="checkbox"/> ESTIMATING/COST ANALYSIS	NA	<input checked="" type="checkbox"/> CONSTRUCTION FIELD INSPECTION	25 MILLION
<input checked="" type="checkbox"/> INTERIOR DESIGN/SPACE PLANNING	15 MILLION	<input type="checkbox"/> PROJECT MANAGEMENT	_____
<input checked="" type="checkbox"/> ROOFING INSPECTION	20 MILLION	<input type="checkbox"/> ENVIRONMENTAL CONSULTANT	_____
<input type="checkbox"/> CONSTRUCTION MANAGEMENT	_____	<input type="checkbox"/> STORAGE TANK REMOVAL	_____
<input type="checkbox"/> CPM	_____	<input type="checkbox"/> STORAGE TANK INSTALLATION	_____
<input type="checkbox"/> ARCHAEOLOGY	_____	<input type="checkbox"/> PERIMETER SECURITY FENCING	_____
<input type="checkbox"/> GEOLOGY	_____	<input type="checkbox"/> INDOOR AIR QUALITY TESTING	_____
<input checked="" type="checkbox"/> VALUE ENGINEERING	NA	<input type="checkbox"/> LANDFILL CLOSURE	_____
<input checked="" type="checkbox"/> HISTORIC PRESERVATION/RESTORATION	15 MILLION	<input type="checkbox"/> LEAD PAINT EVALUATION	_____

PREPARED BY:  
*Bobbie Schott*  
BOBBIE SCHOTT  
MANAGER, PREQUALIFICATION UNIT

APPROVED BY:  
*Richard S. Flodman*  
RICHARD S. FLODMAN  
DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2015-01

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-15.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of Lower in the County of Cape May finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of Lower hereby determines that a 3.5% increase in the budget for said year, amounting to \$713,336 in excess of the increase in final appropriations otherwise permitted by the Local Government Cape Law is advisable and necessary; and,

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Lower, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2015 budget year, the final appropriation of the Township of Lower shall, in accordance with this ordinance and N.J.S.A. 40A: 4-15.14, be increased by 3.5% amounting to \$713,336, and the CY 2015 municipal budget for the Township of Lower be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any amount authorized hereinafter that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
David Perry, Councilmember

\_\_\_\_\_  
Erik Simonsen, Councilmember

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Norris Clark, Deputy Mayor

Attest: \_\_\_\_\_  
Julie A Picard, Township Clerk

\_\_\_\_\_  
Michael E Beck, Mayor

TOWNSHIP OF LOWER  
 SPENDING CAP CALCULATION FOR ANNUAL ORDINANCE  
 2015

LMR  
 12/19/2014

The municipal budget has two "caps," a spending cap and a levy cap.

The spending cap is based on a 1977 law which states the Director of DLGS must annually set the COLA (Cost of Living Adjustment). The COLA is based on the Implicit Price Deflator for Local Governments. For 2015 the COLA is **1.5%**.

The spending cap law states that the automatic increase is the COLA rate but the governing body has the ability to increase it to the statutory maximum of **3.5%**. This **does not** mean the Township will exceed the spending cap. The difference between the annual cap and the statutory maximum is not automatically reserved so the ordinance to exceed the cap amount **and reserve the difference** is necessary to assure the Township is able to "bank" the difference should we require additional cap funds for future budgets.

The bank amounts are reserved for two years.

Calculation:

General Appropriations for 2014	25,801,844.00
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Less:

Interlocal Service Agreements	(187,300.00)
Grants	(95,012.00)
Capital Improvement	(95,000.00)
Debt Service	(2,760,300.00)
Deferred Charges	(417,000.00)
Reserve for Uncollected Taxes	(1,866,193.00)
	<hr/>

Total Exceptions:	<u>(5,420,805.00)</u>
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Amount on which % CAP is applied	20,381,039.00
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Add:

1.5% CAP	305,715.59
2.0% Additional CAP allowed	407,620.78
<span style="border: 1px solid black; padding: 2px;">3.5%</span> Total amount CAP allowed	<span style="border: 2px solid black; padding: 2px;">713,336.37</span>

Total allowable appropriations (Budget sheet 19)	<u><u>21,094,375.37</u></u> *
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\*The difference between the actual amount budgeted on sheet 19 and this amount will be reserved for up to two years.



\*\*\*\*\*

**State of New Jersey**  
 Department of Community Affairs  
 Division of Local Government Services  
 Bureau of Financial Regulation and Assistance  
 Cap Calculations for the budget year of 2015

Municipality: Lower Township  
 County: Cape May  
 MuniCode: 505

Total General Appropriations for 2014	\$25,801,844
Cap Base Adjustment --	\$0
<b>Subtotal :</b>	<b>\$25,801,844</b>

Exceptions Less:

Total Other Operations	
Total UCC	
Total Interlocal Serv Agreement	\$187,300
Total Additional Appropriations	\$0
Total Public-Private Offset	\$95,012
Total Capital Improvement	\$95,000
Total Debt Service	\$2,760,300
Total Deferred Charges	\$417,000
Judgements	\$0
Cash Deficit of Preceding Year	
Total Approp for School Purp	
Transferred to Board of Ed	
Reserve for Uncollected Taxes	\$1,866,193
<b>Total Exceptions:</b>	<b>\$5,420,805</b>

Amount on Which % CAP is Applied	\$20,381,039.00
1.5 % Cap	\$305,715.59
<b>Allowable Operating Appropriations before Additional Exceptions Per (N.J.S. A. 40A:4-45.3)</b>	<b>\$20,686,754.59</b>

**Cap Bank Calculations for budget 2015**

2013 Bank		
Available for Banking		\$346,177.92
Utilized in Budget 2014		\$86,155.05
* Balance Available for budge 2015		<b>\$260,022.87</b>
2014 Bank		
Allowable Operation Appropriations		\$20,972,403.64
Approved Budget (H-1)		\$20,381,039.00
Available for banking		<b>\$591,364.64</b>

\* If not utilized in the 2015 budget, available amount will expire per N.J.S.A. 40A:4-45.15a

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-51

TITLE: BID REJECTION FOR LANDSCAPING SERVICES FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP

WHEREAS, the Township advertised bids for Landscaping Services for Various Locations in Lower Township for the 2015 & 2016 including a Third year 2017 Option, and

WHEREAS, bids were advertised on October 15, 2014 at 10:00am and October 29, 2014 at 10:00 a.m. the Township received Three (3) sealed bids, and

WHEREAS, all bids were reviewed by the Solicitor, the QPA and the Recreation Director, and

WHEREAS, in light of the scope of the services required under this contract and the Fertilizer/Slice contract, combining the Landscaping Services bid and the Fertilizer/Slice bid has been deemed to be consistent with statutory law, specifically, N.J.S.A. 40A:11-7.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower that the bids received are hereby rejected.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-52

Title: **BID REJECTION FOR FERTILIZER/SLICE FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP**

**WHEREAS**, the Township advertised bids for the Fertilizer/Slice Seed Applications for Various Locations in Lower Township for the 2015 & 2016 including a Third year 2017 Option; and

**WHEREAS**, bids were advertised on October 15, 2014 and accepted on October 29, 2014 at 10:00 a.m. the Township received One (1) sealed bid; and

**WHEREAS**, all bids were reviewed by the Solicitor, the QPA and the Recreation Director; and

**WHEREAS**, Bayshore Landscaping was not in compliance with all the required references and equipment listings and thereby the Township will reject his sealed bid proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower that the bid received is hereby rejected.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-53

TITLE: A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER REMOVING THE CURRENT TOWNSHIP MANAGER

WHEREAS, The Township of Lower ("Township") is a New Jersey municipal corporation operating under an optional municipal charter council-manager form of government pursuant to N.J.S.A. 40: 69A-81, et seq.; and

WHEREAS, pursuant to N.J.S.A. 40: 69A-93, the Township Manager shall hold office for an indefinite term subject to removal by a majority vote of the Township Council; and

WHEREAS, on January 5, 2015, the Council adopted Resolution No. 2015-34, which was a preliminary resolution to remove Michael Voll as the Township Manager for the reasons set forth therein, specifically due to a recent governmental transition and determination by Township Council that it was in the Township's best interest to make a change in the position of Township Manager; and

WHEREAS, also pursuant to N.J.S.A. 40:69A-93, the Township Manager shall have the right to request a public hearing which shall take place not earlier than twenty (20) days and not later than thirty (30) days after such request is made, at which time, and after full consideration, the Township Council may by a majority vote of its members adopt a Final Resolution of removal; and

WHEREAS, by letter dated January 6, 2015, Michael Voll specifically requested that there NOT be a public hearing, pursuant to N.J.S.A. 40:69A-93, on his removal as Township Manager.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey as follows:

1. That due to the governmental transition following the most recent general election and a determination by Township Council that it is in the best interests of the Township to remove and replace the present Township Manager, the Township Council hereby adopts this Final Resolution removing Michael Voll as the Township Manager.

2. Pursuant to N.J.S.A. 40:69A-93, Mr. Voll shall receive total compensation for the period of January 5, 2015 through April 5, 2015 in the lump sum of \$30,103.73 - \$404.08 in the form of salary due, \$26,265. in the form of severance pay in accordance with the three (3) month salary provision within the statute, and \$3,434.65 in the form of a terminal leave payout (see attached retirement payout analysis).

BE IT FURTHER RESOLVED that the CFO has certified the funds available as follows:

Account # 5-01-56-910-199

Signature \_\_\_\_\_

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

Julie A Picard, Township Clerk

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include CONRAD, PERRY, SIMONSEN, CLARK, BECK.

TOWNSHIP OF LOWER  
 RETIREMENT PAYOUT ANALYSIS  
 2015

EMPLOYEE:	Voll, Michael
DATE OF RETIREMENT	1/5/2015
DATE OF PAYMENT:	
RESOLUTION #:	2015-

Annual Salary:	\$105,060.00
Hourly Rate:	\$57.73
College Credits	

<b>SALARY:</b>		
Salary due to	1/5/2015	\$404.08
Salary paid th	1/5/2015	\$0.00
<b>Balance due</b>		<b>\$404.08</b>

<b>TERMINAL LEAVE:</b>			
	Hours	Rate	Total
Comp	0.00	57.73	0.00
Personal	20.50	57.73	1,183.37
Sick	0.00	57.73	0.00
Vacation	39.00	57.73	2,251.29
Holidays	#REF!	57.73	0.00
College Credits			0.00
<b>Terminal Leave Payout</b>			<b>\$3,434.65</b>
<b>Salary Due</b>			<b>\$404.08</b>
<b>Severance Pay Per Statute</b>			<b>\$26,265.00</b>
<b>Total Amount</b>			<b>\$30,103.73</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual Accrual	0 weeks / 52 weeks	Prorated Time Due	Time Used	Hours Available	
Comp		0.00		0.00		0.00	
Personal	20.50	28.00	0.00	0.00	0.00	20.50	
Sick	189.00	105.00	0.00	0.00	0.00	0.00	Not Eligible
Vacation	39.00	175.00	0.00	0.00		39.00	
<b>Total</b>	<b>248.50</b>	<b>308.00</b>		<b>0.00</b>	<b>0.00</b>	<b>59.50</b>	

Accrual and time used are current to 01/05/2015 subject to change if time is used or not currently reported.

Employee Signature: \_\_\_\_\_

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

Treasurer's Signature: \_\_\_\_\_

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

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2015-54

Title: RESOLUTION APPOINTING JAMES RIDGWAY AS TOWNSHIP MANAGER

**WHEREAS**, The Township of Lower ("Township") is a New Jersey municipal corporation operating under an optional municipal charter council-manager form of government pursuant to N.J.S.A. 40: 69A-81, et seq. (the "Faulkner Act") which requires appointment of a municipal manager to manage the day-to-day affairs of the Township; and

**WHEREAS**, pursuant to N.J.S.A. 40: 69A-93, the Township Manager (the, "Manager") shall hold office for an indefinite term subject to the provisions of the Faulkner Act and removal by a majority vote of the Township Council; and

**WHEREAS**, the Township has duly removed the current Manager, Michael Voll and has appointed James Ridgway ("Mr. Ridgway") as the interim Manager; and

**WHEREAS**, the Township deems it desirable to now hire a permanent Manager and Mr. Ridgway has been determined to possess the requisite skills, qualifications and experience necessary to serve as the Manager.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey as follows:

1. James Ridgway is hereby appointed as the Township Manager pursuant to N.J.S.A. 40: 69A-93 and he shall perform all of the duties and responsibilities required of the Township Manager pursuant to the Faulkner Act and the Lower Township Administrative Code as may be amended from time to time (the "Township Code").

2. Mr. Ridgway's employment as the Township Manager shall be in accordance with the provisions of the Faulkner Act and following terms and conditions as well as those set forth in the Memorandum of Understanding entered into by the Township and Mr. Ridgway:

- a. The Manager shall be paid in accordance with the salary provisions of the Memorandum of Understanding. He shall be paid \$100,000.00 in 2015, \$103,500.00 in 2016, \$107,000.00 in 2017 and \$110,500.00 in 2018.
- b. The Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of Mr. Ridgway. Likewise, Mr. Ridgway has declined the Medical and Rx Health Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. He will not be remunerated for this election. The Manager shall receive Vision, Dental and Life Insurance.
- c. The Manager shall have paid vacation per the Supervisor's contract; fifteen (15) days of sick leave, and four (4) personal days to be used in accordance with and subject to the Township's Personnel Policy Manual as may be amended from time to time (the "Policy Manual"). Mr. Ridgway shall not be entitled to any other paid leave.
- d. Mr. Ridgway shall be subject to all of the terms and conditions of the Policy Manual unless otherwise specifically addressed in this Resolution and the Memorandum of Understanding in which case the terms of the Resolution and Memorandum of Understanding shall control. In the event any terms of this Resolution conflict with the terms set forth in the Memorandum of Understanding, the terms of this Resolution shall control.

- e. Consistent with the provisions of the Faulkner Act and the Memorandum of Understanding, the Manager shall serve at the will of the Township Council and may be removed, with or without cause. In such case, the Faulkner Act shall govern as to procedure and the consequences of removal in terms of salary and benefits, and neither this Resolution nor the Memorandum of Understanding shall create any contractual rights beyond the provisions of the Faulkner Act.
- f. Notwithstanding the foregoing and absent willful misconduct, in the event Mr. Ridgway is removed by Council he may return to his previous job duties as Assistant Supervisor of Recreation for the Township at his prior salary and prior work week of twenty-two (22) hours.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
 Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

**MEMORANDUM OF UNDERSTANDING BETWEEN  
JAMES RIDGWAY  
And  
TOWNSHIP OF LOWER**

**TERM:** Indefinite per the Faulkner Act, N.J.S.A. 40: 69-81 et seq.

**VACATION, PERSONAL, SICK & FUNERAL LEAVE:**

Vacation: as per Supervisor's Contract

Sick: 15 days (per supervisor's contract)

Personal: 4 days (per supervisor's contract)

**VEHICLE USE, TELEPHONE & TABLET:**

The Township agrees to supply the Manager with a vehicle to be used on the Township business and when necessary during the course of employment duties for limited personal use. The Township also agrees to supply the Manager with a smart phone & tablet for Township for such purposes.

**COMPENSATION:**

2015 Annual Salary: \$100,000

2016 Annual Salary: \$103,500

2017 Annual Salary: \$107,000

2018 Annual Salary: \$110,500

The Township Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of the Manager. Likewise, the Manger has declined the Medical and Rx Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. The Manager shall be granted Vision, Dental and Life Insurance per supervisor's contract.

**WORKWEEK:**

It is understood that the Manager will dedicate himself to performing his duties as in accordance with N.J.S.A. 40: 69A-95, however, the Manager shall work an average of 40 hours per work week with sufficient time devoted for optimal job performance but varying based on specific assignments, emergencies, seasonal demands and other unexpected factors. All parties endorse a policy of flexibility which will allow the Manager to adjust normal working hours as conditions require for the duty of his office and to perform special duties, attend meetings, and work hours as may be required to properly represent the Township. All other terms and conditions not specifically outlined above are governed by the Supervisor's Union Contract and the Lower Township Personnel Manual.

Under the Faulkner Act and the Township Code, the Township Manager **serves at the will of the Township Council and may be removed with or without cause** and pursuant to statutory law. In such

case, **the Faulkner Act shall govern as to the consequences of removal in terms of procedure and salary and any other remuneration.** This Agreement shall not create any contract rights whatsoever beyond the terms of the Faulkner Act. Notwithstanding this, in the event the Manager is removed and absent willful misconduct he may return to his previous job duties as Assistant Supervisor of Recreation for the Township at his prior salary and work week of 22 hours.

It is contemplated that the provisions of this Memorandum of Understanding shall be incorporated into a resolution appointing James Ridgway as Manager. To the extent that the terms of the Resolution conflict with any of the terms of the Memorandum of Understanding, the terms set forth in the Resolution shall be controlling.

\_\_\_\_\_  
James Ridgway

\_\_\_\_\_  
Michael E. Beck, Mayor

Attest:

\_\_\_\_\_  
Julie Picard, Township Clerk

**2014**

**TAX COLLECTOR'S ANNUAL REPORT**

SUBMITTED BY: SUSAN JACKSON  
TAX COLLECTOR

TOWNSHIP OF LOWER  
CAPE MAY COUNTY

This report is submitted in compliance with N.J.S.A. 54:4-91—Collector's Annual Statement of Receipts.  
This report is being filed with the Treasurer and the Governing Body as prescribed by statute.

In 2014 the tax office collected over 57.9 million dollars in taxes and other municipal charges. Over 700 property owners utilized our ACH program that directly deposited 2.8 million dollars into our bank and 1.6 million was paid through our web-site. The other 53.5 million dollars was processed in our office.

The tax sale for unpaid 2013 municipal charges was held on March 25, 2014. 233 properties went to tax sale. There were 84 properties with delinquent taxes, 172 with delinquent sewer and 115 with delinquent water. Our office collected 348 delinquent sewer accounts and 321 delinquent water accounts the month before the tax sale. Of the 233 liens, 217 were sold to outside lien holders and the township was left with six.

173 outside liens were redeemed in our office in 2014. At this time there are 197 open tax sale certificates, 176 are held by outside lienholders and the township has 21.

The tax office also bills and collects Municipal Service Fees, lot clearing charges and commercial trash.

The unaudited collection rate for 2014 is 98.33.

Township of Lower  
Office of the Tax Collector

YEAR TO DATE

**Receipts**

Preliminary Tax 2015	755,911.80
Current year taxes (2014)	55,438,262.41
Prior year taxes (2013)	811,527.38
Arrears (2012)	2,266.91
Municipal lien	3,173.19
Recording	76.00
Bankruptcy	123.12
MUA CHARGES	191,928.27
Municipal service Fees	62,556.67
Tax Search Fees	20.00
Interest	132,595.88
Tax Sale Cost	20,785.85
Lot clearing	13,420.00
Returned Check Fees	460.00
Duplicate Bills	785.00
Trash	47,858.75
Premium	425,800.00

**TOTAL DEPOSITS** 57,907,551.23

**DEPOSITED TO COUNCIL CHECK** 55,856,044.18

**DEPOSITED TO WIPP ACCOUNT** 1,625,707.05

**PREMIUM ACCOUNT** 425,800.00

**TOTAL DEPOSITS** 57,907,551.23

**NSF Reversals** 45,560.25

**TOTAL** 57,861,990.98

Prepared by Susan Jackson

**CURRENT YEAR TAXES 2014**

Current Year Taxes	58,413,936.87	
Added & Omitted Taxes	<u>85,467.22</u>	
Total Gross Taxes		58,499,404.09

**Increased by:**

Returned Checks	43,235.07	
Deductions Disallowed	1,282.20	
6% Penalty	2,824.61	
NJ Bell Fire Districts	2,612.92	
Refunds	<u>27,994.59</u>	
		77,949.39

**Decreased by:**

Payments	57,169,321.15	
Arrears	1,719.74	
Transfer to Lien	20,855.71	
Appeals	12,024.32	
Canceled	7,752.44	
Transfers	9,387.35	
Deductions & Vet Exemption	<u>442,262.22</u>	
		57,663,322.93

Balance as of 12/31/2014		<u>914,030.55</u>
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**DELINQUENT TAXES 2013**

Balance as of 12/31/2013		805,208.67
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**Increased by:**

Returned Checks	5,951.46	
Refunds & Transfers	24,081.29	
Deductions Disallowed	<u>8,250.00</u>	
		38,282.75

**Decreased by:**

Payments	811,527.38	
Deductulons Allowed	500.00	
Township Liens	5,266.15	
Appeals	21,551.24	
Canceled	<u>68.42</u>	
		838,913.19

Balance as of 12/31/2014		<u>4,578.23</u>
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**BANKRUPTCY**

Balance as of 12/31/2013		<b>764.12</b>
<u>Increased by:</u>		
Transfer	<u>1,719.74</u>	1,719.74
<u>Decreased by:</u>		
Payments	<u>123.12</u>	123.12
Balance as of 12/31/2014		<b><u>2,360.74</u></b>

**TOWNSHIP LIENS**

Balance as of 12/31/2013		<b>173,042.39</b>
MUA Charges	7,848.36	
Township Charges	<u>165,194.03</u>	
	173,042.39	
<u>Increased by:</u>		
Tax Sale	7,917.24	
2014 Taxes	<u>20,855.71</u>	
		28,772.95
<u>Decreased by:</u>		
Redemptions	<u>3,173.19</u>	
		3,173.19
Balance 12/31/2014		<b><u>198,642.15</u></b>
MUA Charges	7,848.36	
Township Charges	<u>190,793.79</u>	
	198,642.15	

### Properties in Tax Sale

Year	Total Properties	Properties with Taxes	Properties with Sewer	Properties with Water
2005	37	32	11	5
2006	41	40	5	3
2007	31	28	5	9
2008	79	74	19	7
2009	96	76	44	12
2010	109	72	60	30
2011	208	86	159	102
2012	143	83	51	86
2013	187	94	117	73
2014	233	84	172	115

### Tax Collection in Percentages

2005	98.04
2006	98.31
2007	97.75
2008	98.09
2009	97.71
2010	97.77
2011	97.87
2012	97.21
2013	98.21
2014	98.33 unaudited

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

January 9, 2015

Mayor Michael Beck &  
Council Members  
2600 Bayshore Road  
Villas, NJ 08251

RE: MLUL 40:55D-70.1; Annual report  
on variances heard by Zoning Board;  
Year 2014

Dear Mayor Beck & Council Members:

Please find attached the approving resolution and variance report of the Township of Lower Zoning Board for the Year 2014.

The Zoning Board carefully examined the report at their January 8, 2015 regular meeting and does not recommend any zoning ordinance changes at this time.

If you have any questions, please call at your convenience.

Sincerely,

William V. Galestok, PP, AICP  
Director of Planning  
Board Secretary

WJG:las

enc.1

cc: Township Manager, w/enc.  
Township Clerk, w/enc.  
Zoning Board Solicitor, w/o enc.  
Zoning Board Chairman, w/o enc.  
Planning Board Chairman, w/o enc.

RESOLUTION NO.15-8-ZBA

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF LOWER

ON THIS 8<sup>th</sup> day of January, 2015, the Zoning Board of Adjustment of the Township of Lower, having been presented with and having reviewed the Annual Report of Variances approved by the Zoning Board of Adjustment of the Township of Lower as submitted to said Board by William J. Galestok, PP,AICP, Director of Planning, and having determined that the same is accurate and complete and by affirmative vote, does hereby approve the same and authorize the same to be kept as an official record of the Township of Lower.



---

William J. Galestok, Secretary  
Lower Township Board of Adjustment

DATED: January 8, 2015

2014 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
R-1	Brooks (3304)				CA - Side yard & bldg. coverage	
	<i>Simonsen (3307)</i>					<i>A - Cert. of duplex</i>
	Wilburn (3313)				CA - Front & side yards & bldg. coverage	
	CW TY, LP (3318)			CA		

R-2 (U)	Liton (3290)			CA (detached duplex)		
	<i>Wouffe (3296)</i>				CA - Side yard	
	McCandless (3299)				CA - Front yard	

R-2 (W)	HSCV Foundation (3309)	CA		CA (Brewery)		
	<i>Dera (3316)</i>				CA - Area, frontage, width & side yards, bldg. coverage & accessory building coverage	

R-3(U)	Dera (3300)				CA - Area & depth	
	<i>Van Mourik (3305)</i>	CA		CA	CA - Frontage & accessory use larger than principal	

2014 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
R-3(W)	Pavlus (3286)				CA - Area, frontage & width	
	<i>GT Renovation (3287)</i>				<i>CA - Area, frontage &amp; width</i>	
	Madonna (3288)					A - Cert. of duplex
	Maloney (3285)					A - Cert. Of multi-unit bldg. (8 units)
	<i>Harmold (3289)</i>				<i>CA - Area, frontage, width &amp; front yard</i>	
	Cady (3291)				W - Front yard & six (6) foot fence front yard	
	Mart (3293)				CA - Area, frontage & width	
	<i>Briggs (3295)</i>				<i>CA - Front &amp; rear yards</i>	
	Metzler (3297)				CA - Area, frontage & width	
	JEL Fowler Properties (3298)				W - Appeal a merger - area, frontage & width	
	<i>Hill (3302)</i>				<i>CA - Side yard</i>	
	Robert (3306)				CA - Area & front yard	
	Lilly & Hunt (3308)				CA - Accessory use square footage exceeding principal use square footage	

2014 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
R-3 (W)	Crugnoia (3311)			CA		
	<i>Wohlsche (3314)</i>					<i>A - Cert. of duplex</i>
	Hartley (3315)				CA - Side yard	
	Carrocinio (3316)				CA - Area, frontage, width, front & side yards	
R-4	Calamita (3310)				CA - Rear yard & bldg. coverage	
GB-1	Morey (3294)	CA		CA	CA - Front yard	
GB-II	FLCH, LLC (3301)	CA			CA - Number of parking spaces	
GB-I & R-3	Cape Regional Holdings, LLC (3312)			CA		
RB	Matthews (3303)	CA		CA	CA	

2014 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
MGB	Robbins (3292)			CA - duplex		

<u>TOTALS</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
	5 - CA		9 - CA	22 - CA 2 - W	4 - A

CA = Conditionally approved  
 A = Approved  
 W = Withdrawn  
 (W) = Sewered  
 (U) = Unsewered

- 9 - Area
- 8 - Frontage
- 7 - Width
- 1 - Depth
- 7 - Front yard
- 7 - Side yard
- 2 - Rear yard
- 4 - Building coverage
- 1 - Accessory use building coverage
- 2 - Accessory use taller than principal
- 1 - Number of parking spaces
- 3 - Certification of duplex
- 1 - Certification of 8 units

2014 PLANNING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SUBDIVISION</u>	<u>SITE PLAN</u>	<u>DUNE REVIEW</u>	<u>HARDSHIP VARIANCE</u>
R-2(C)	Fedoroff (SUB 1420)	CA			CA - Two (2) flag lots
R-3(W)	Wilson Trust (SUB 1414)	CA			CA - Area, frontage & width
	Salasin (SUB 1415)	CA			CA - Area, depth & rear yard
	Mister X, LLC (SUB 1417)	CA			CA - Area, frontage & width
	Peter (SUB 1419)	CA			CA - Area, frontage & width
	Arena (Dune 14-5)		CA		CA - Front yard
R-4	Pacific Diamond, LLC (SUB 1413)	CA			CA - Front yard
M/D-2	H & H Fisheries, LLC (SP 11-9-A)		CA		CA - Area, frontage, width, signage, number of signs, sign area, height, location and front yard setback

# CLERK

## Register Report

12/1/2014 Through 12/31/2014

1/5/2015

Page 1

Account	Description	Memo	Category	Amount
<b>INCOME</b>				
	TOTAL Campgrounds & Trailers			188.00
	TOTAL Licenses & Permits			1,560.00
	TOTAL Rental Merc 2014-2015			3,450.00
	TOTAL Towing			1,500.00
	TOTAL Yard Sales			25.00
	TOTAL INCOME			6,723.00
<b>TRANSFERS</b>				
	TOTAL Council Checking			-6,723.00
	TOTAL TRANSFERS			-6,723.00
	OVERALL TOTAL			0.00

Road Opening MUA \$ 450

Township of Lower  
 2600 Bayshore Road  
 Villas, NJ 08251  
 609-886-1455

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 12/01/2014 To 12/31/2014

January 07, 2015 12:44:43PM

**SUMMARY**

<u>CONSTRUCTION COSTS</u>		<u>COUNT</u>	
Cost Of Construction:	\$252,183.00	Cubic Footage:	66997 Cu.ft
Cost Of Alteration:	\$955,828.00	Square Footage:	6693 Sq.ft
Cost Of Demolition:	\$88,825.00	Permit Issued:	201
Total Cost:	\$1,296,836.00	Updates Issued:	11
		All Fees Waived:	3
		Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$14,456.00	Building:	\$0.00	Building:	\$325.00	Building Fees:	\$14,131.00
Electrical:	\$8,556.00	Electrical:	\$0.00	Electrical:	\$45.00	Electrical Fees:	\$8,511.00
Fire :	\$2,952.00	Fire :	\$0.00	Fire :	\$58.00	Fire Fees:	\$2,894.00
Plumbing:	\$9,923.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$9,923.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$428.00	Technical Fees:	\$35,459.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$248.00	\$0.00	\$248.00
Alteration Training Fee:	\$1,812.00	\$113.00	\$1,699.00
DCA Minimum Fee:	\$22.00	\$0.00	\$22.00
Sub total Training Fee:	\$2,082.00	\$113.00	\$1,969.00

**TECHNICAL ISSUES**

Building Technical:	80
Electrical Technical:	75
Fire Protection Technical:	37
Plumbing Technical:	121
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$999.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$999.00

**CERTIFICATE ISSUES**

Certificate of Occupancy:	4
Certificate of Approval:	15
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$35,459.00
DCA FEES:	\$1,969.00
CERTIFICATE FEES:	\$999.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$38,427.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$38,477.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 12/01/2014 To 12/31/2014

January 7, 2015 12:45:33PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$1,664.00	\$36,813.00	\$0.00	\$38,477.00
COPIES	Sub Totals:	\$2.15	\$0.00	\$0.00	\$2.15
LICENSE FEES	Sub Totals:	\$0.00	\$125.00	\$0.00	\$125.00
<b>GRAND TOTALS:</b>		\$1,666.15	\$36,938.00	\$0.00	\$38,604.15

BOROUGH OF WEST CAPE MAY  
 2600 Bayshore Road  
 Borough of West Cape May, NJ 08251  
 609-886-1455

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 12/01/2014 To 12/31/2014

January 07 , 2015 12:46:58PM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$269,350.00	Cubic Footage:	34058 Cu.ft	Permit Issued:	11
Cost Of Alteration:	\$50,050.00	Square Footage:	2584 Sq.ft	Updates Issued:	0
Cost Of Demolition:	\$3,000.00			All Fees Waived:	0
Total Cost:	\$322,400.00			Municipal Fees Waived:	0

**PERMIT FEES**

**ADMIN FEES**

**WAIVED FEES**

**TOTAL FEES**

Building:	\$1,766.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$1,766.00
Electrical:	\$576.00	Electrical:	\$0.00	Electrical:	\$0.00	Electrical Fees:	\$576.00
Fire :	\$790.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$790.00
Plumbing:	\$1,048.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$1,048.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$0.00	Technical Fees:	\$4,180.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$126.00	\$0.00	\$126.00
Alteration Training Fee:	\$94.00	\$0.00	\$94.00
DCA Minimum Fee:	\$0.00	\$0.00	\$0.00
Sub total Training Fee:	\$220.00	\$0.00	\$220.00

**TECHNICAL ISSUES**

Building Technical:	7
Electrical Technical:	6
Fire Protection Technical:	7
Plumbing Technical:	6
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$245.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$245.00

**CERTIFICATE ISSUES**

Certificate of Occupancy:	3
Certificate of Approval:	1
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$4,180.00
FEES:	\$220.00
CERTIFICATE FEES:	\$245.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$4,645.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$4,695.00

**OFFICE OF THE CONSTRUCTION OFFICIAL**

**Account Summation-Summary**

Report Run from 12/01/2014 To 12/31/2014

January 7, 2015 12:47:49PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$0.00	\$4,695.00	\$0.00	\$4,695.00
GRAND TOTALS:		\$0.00	\$4,695.00	\$0.00	\$4,695.00





**Lower Township Police Department  
Monthly Activity Report**

2014

	November	Total:
<b>General Complaints and Service Calls</b>	1817	30523
<b>Emergency Medical Calls with L. T. Rescue</b>	170	2001
<b>Fire Alarm Call Outs (Total)</b>	28	429
<b>Villas Fire Company</b>	5	125
<b>Town Bank Fire Company</b>	12	170
<b>Erma Fire Company</b>	11	146
<b>Assaults</b>	6	75
<b>Robbery</b>	0	9
<b>Domestic Violence Complaints</b>	23	418
<b>Domestic Violence with Assaults</b>	6	90
<b>Motor Vehicle Accidents</b>	19	426
<b>Traffic Warnings</b>	23	268
<b>Traffic Summons</b>	64	1457
<b>Motor Vehicle Stops</b>	267	4473
<b>Local Ordinance Warnings</b>	0	4
<b>Local Ordinance Complaints</b>	3	36
<b>Assaults on Police Officers</b> (UCR Report Return "A")	0	2
<b>Residential and Commercial Alarm Calls</b>	55	652
<b>Property Checks</b>	1146	13078
<b>Death Investigations</b>	1	39
<b>Burglaries</b>	19	166
<b>Thefts</b>	33	373
<b>Criminal Mischief Complaints</b>	19	286
<b>Disorderly Conduct Complaints</b>	47	693
<b>Animal Control Complaints</b>	12	700
<b>Adult Arrests</b> (UCR Report Return "A")	29	489
<b>Juvenile Arrests</b> (UCR Report Return "A")	9	73
<b>D.W.I. Arrests</b> (UCR Report JV & Adult Arrests Combined)	5	56
<b>Drug Possession Arrests</b> (UCR Report JV & Adult Arrests Combined)	0	54
<b>Investigation Reports Completed</b>	92	1186
<b>Supplemental Investigation Reports Completed</b>	31	599
<b>Total Value Property Stolen</b> (UCR Report Return "A")	\$19,767.00	\$478,268.00
<b>Total Value Property Recovered</b> (UCR Report Return "A")	\$2,583.00	\$168,503.00



**Lower Township Police Department  
Monthly Activity Report**

2014

	November	Total:
<b>Man Power Loss in Hours</b>		
	<b>Union</b>	<b>0</b>
	<b>Suspended</b>	<b>0</b>
(V)	<b>Vacation</b>	<b>783</b>
(P)	<b>Personal</b>	<b>146</b>
(C)	<b>Used Comp Hours</b>	<b>288</b>
(S)	<b>Sick Hours</b>	<b>324</b>
(WC)	<b>Injury Hours</b>	<b>72</b>
	<b>Training Hours</b>	<b>140</b>
(M)	<b>Military Training</b>	<b>283</b>
<b>Police Department Overtime in Hours</b>		
(K= Patrol)	<b>Operations Overtime</b>	<b>221.25</b>
(CE = Patrol)	<b>Operations Comp Time</b>	<b>179.75</b>
( K = Detective )	<b>Investigation Division Overtime</b>	<b>44.5</b>
( CE= Detective )	<b>Investigation Division Comp Time</b>	<b>21</b>
(COT)	<b>Court Overtime</b>	<b>12</b>
(CCE)	<b>Court Comp Time</b>	<b>0</b>
(H)	<b>Holiday Overtime</b>	<b>270.5</b>
(HCE)	<b>Holiday Comp Time</b>	<b>0</b>
<b>Government/Grant Funding Overtime in Hours</b>		
(CIOT)	<b>Click It or Ticket</b>	<b>0</b>
(COPS)	<b>Cops n Shops</b>	<b>0</b>
	<b>JV Curfew</b>	<b>0</b>
(DDEF / DSGP)	<b>DWI Grants</b>	<b>0</b>
	<b>Other</b>	<b>0</b>
<b>Private Funding Overtime in Hours</b>		
(OSC)	<b>Special Detail</b>	<b>18.5</b>

Prepared by:

Chief William Mastriana

*Chief William Mastriana*

Date: 12/12/2014



**Lower Township Police Department  
Monthly Activity Report**

2014

	<b>December</b>	<b>Total:</b>
<b>General Complaints and Service Calls</b>	1888	32411
<b>Emergency Medical Calls with L. T. Rescue</b>	189	2190
<b>Fire Alarm Call Outs (Total)</b>	34	463
<b>Villas Fire Company</b>	10	135
<b>Town Bank Fire Company</b>	11	181
<b>Erma Fire Company</b>	13	159
<b>Assaults</b>	6	81
<b>Robbery</b>	0	9
<b>Domestic Violence Complaints</b>	26	444
<b>Domestic Violence with Assaults</b>	3	93
<b>Motor Vehicle Accidents</b>	29	455
<b>Traffic Warnings</b>	7	275
<b>Traffic Summons</b>	96	1553
<b>Motor Vehicle Stops</b>	427	4900
<b>Local Ordinance Warnings</b>	0	4
<b>Local Ordinance Complaints</b>	3	39
<b>Assaults on Police Officers</b> (UCR Report Return "A")	0	2
<b>Residential and Commercial Alarm Calls</b>	43	695
<b>Property Checks</b>	1012	14090
<b>Death Investigations</b>	3	42
<b>Burglaries</b>	5	171
<b>Thefts</b>	35	408
<b>Criminal Mischief Complaints</b>	45	331
<b>Disorderly Conduct Complaints</b>	53	746
<b>Animal Control Complaints</b>	15	715
<b>Adult Arrests</b> (UCR Report Return "A")	38	527
<b>Juvenile Arrests</b> (UCR Report Return "A")	11	84
<b>D.W.I. Arrests</b> (UCR Report JV & Adult Arrests Combined)	3	59
<b>Drug Possession Arrests</b> (UCR Report JV & Adult Arrests Combined)	6	60
<b>Investigation Reports Completed</b>	99	1285
<b>Supplemental Investigation Reports Completed</b>	29	628
<b>Total Value Property Stolen</b> (UCR Report Return "A")	\$28,718.00	\$506,986.00
<b>Total Value Property Recovered</b> (UCR Report Return "A")	\$766.00	\$169,269.00



**Lower Township Police Department  
Monthly Activity Report**

2014

	December	Total:
<b>Man Power Loss in Hours</b>		
<b>Union</b>	0	0
<b>Suspended</b>	0	0
<b>(V) Vacation</b>	943.4	10274.65
<b>(P) Personal</b>	409	1632
<b>(C) Used Comp Hours</b>	95.25	1162.25
<b>(S) Sick Hours</b>	572.25	3084.25
<b>(WC) Injury Hours</b>	128	448
<b>Training Hours</b>	288	5688
<b>(M) Military Training</b>	0	2827
<b>Police Department Overtime in Hours</b>		0
<b>(K= Patrol) Operations Overtime</b>	461.5	2662.25
<b>(CE = Patrol) Operations Comp Time</b>	135	1146.13
<b>( K = Detective ) Investigation Division Overtime</b>	79.5	652.5
<b>( CE= Detective ) Investigation Division Comp Time</b>	14.25	348
<b>(COT) Court Overtime</b>	6	226.5
<b>(CCE) Court Comp Time</b>	0	18
<b>(H) Holiday Overtime</b>	70	2785
<b>(HCE) Holiday Comp Time</b>	12	225
<b>Government/Grant Funding Overtime in Hours</b>		0
<b>(CIOT) Click It or Ticket</b>	0	76
<b>(COPS) Cops n Shops</b>	0	24
<b>JV Curfew</b>	0	0
<b>(DDEF / DSGP) DWI Grants</b>	118	255.5
<b>Other</b>	0	200
<b>Private Funding Overtime in Hours</b>		0
<b>(OSC) Special Detail</b>	16	336.5

Prepared by:

Chief William Mastriana

*Chief William Mastriana*

Date: 1/15/2015

	Total	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov
<b>BEG. BAL. JAN. 1, 2014</b>	<b>5,744,728.47</b>	<b>5,744,728.48</b>	<b>5,774,309.15</b>	<b>6,331,025.67</b>	<b>3,261,217.78</b>	<b>2,618,553.73</b>	<b>5,161,562.61</b>	<b>3,990,080.79</b>	<b>6,657,792.13</b>	<b>9,648,153.42</b>	<b>6,021,258.83</b>	<b>6,603,753.49</b>
<b>RECEIPTS:</b>												
Per Revenue Status	66,023,620.03	6,025,111.66	7,531,730.16	1,806,409.50	8,927,150.98	8,252,278.01	850,524.27	6,916,985.70	9,613,842.03	1,177,229.01	5,483,271.15	9,439,087.97
less: post cash surplus	(2,065,000.00)	(17.98)	(15.81)	(16.73)	(2,065,000.00)	(10.97)	(15.67)	(0.98)	(10.67)	(15.03)	(15.71)	(15.23)
Interest due from Escrow	(1,661.25)	(37.76)	(56.67)	(66.76)	(20.58)	(1.10)	(1.00)	(0.98)	(0.98)	(0.95)	(1.14)	(1.10)
Interest due from Capital	(188.02)	(37.76)	(56.67)	(66.76)	(20.58)	(1.10)	(1.00)	(0.98)	(10.67)	(15.03)	(15.71)	(15.23)
	63,958,264.76	6,025,055.89	7,531,657.68	1,806,326.01	6,882,113.87	8,252,265.94	850,507.60	6,916,968.40	9,613,830.40	1,177,213.03	5,483,254.30	9,439,071.54
<b>Transfers:</b>												
Capital	1,200,000.00											
Note Sale	829,536.00											
Grants Received:												
ALED \$ RECD	1,063.44						1,063.44					
CCS RECD	65,187.69					65,187.69						
JIF \$ RECD	3,555.48	2,000.00										
SC \$ RECD 0349 outfalls	36,788.00											
SC \$ RECD 0122 ada	400,000.00											
COLA \$ RECD (6500 annual)	4,800.00											
CLC/KT \$ RECD	4,000.00											
BODY ARMOR'S RECD	7,983.41			1,117.50		2,607.50						
EMS \$ RECD	5,000.00											
N/DOT \$ RECD	137,250.00											
<b>TOTAL RECEIPTS:</b>	<b>66,647,128.78</b>	<b>6,027,065.89</b>	<b>7,570,001.16</b>	<b>1,807,443.51</b>	<b>8,094,964.87</b>	<b>8,360,504.13</b>	<b>919,877.04</b>	<b>7,002,167.40</b>	<b>10,543,826.40</b>	<b>1,252,038.03</b>	<b>5,618,462.71</b>	<b>9,450,987.64</b>
<b>DISBURSEMENTS:</b>												
2013 Reserves	652,457.99	579,941.50	39,467.21	21,958.88	3,318.37	20,171.72	(4,591.06)	6,226.94	21,821.24	(28,372.56)	256.33	(7,639.56)
2014 Current	64,377,666.18	5,417,269.88	6,850,951.31	5,112,515.92	8,924,267.77	6,345,030.71	2,208,500.85	4,896,081.19	7,450,839.84	4,988,206.45	4,998,836.17	7,185,467.09
2014 Capital	1,246,448.38	91,279.36	421,838.57	34,479.97	170,113.06	33,353.57	55,476.48	51,630.18	148,595.61	13,752.42	127,116.76	98,812.80
less: CIF post	(95,000.00)				(95,000.00)							
less: Def chgs reassess	(37,000.00)					(37,000.00)						
less: Def chgs sp em	(200,000.00)					(200,000.00)						
Appropriation Refunds:	(2,385,437.61)	(90,915.52)	(298,972.25)	(291,703.37)	(264,870.26)	(344,460.59)	(168,027.41)	(619,481.25)	(67,491.58)	(94,652.69)	(90,241.21)	(54,621.50)
<b>TOTAL DISBURSEMENTS:</b>	<b>63,559,134.94</b>	<b>5,997,475.22</b>	<b>7,013,284.64</b>	<b>4,877,251.40</b>	<b>8,737,828.92</b>	<b>5,817,095.25</b>	<b>2,091,356.86</b>	<b>4,334,456.06</b>	<b>7,583,465.11</b>	<b>4,876,932.62</b>	<b>5,035,966.05</b>	<b>7,222,018.81</b>
<b>END. BAL. DEC. 31, 2014</b>	<b>8,832,722.31</b>	<b>5,774,309.15</b>	<b>6,331,025.67</b>	<b>3,261,217.78</b>	<b>2,618,553.73</b>	<b>5,161,562.61</b>	<b>3,990,080.79</b>	<b>6,657,792.13</b>	<b>9,648,153.42</b>	<b>6,021,258.83</b>	<b>6,603,753.49</b>	<b>8,832,722.32</b>
Total Appropriation Refunds	(2,385,437.61)	(90,915.52)	(298,972.25)	(291,703.37)	(264,870.26)	(344,460.59)	(168,027.41)	(619,481.25)	(67,491.58)	(94,652.69)	(90,241.21)	(54,621.50)
<b>Bank Balance</b>	<b>6,718,850.46</b>	<b>6,120,451.79</b>	<b>3,978,792.85</b>	<b>3,315,646.62</b>	<b>4,936,961.68</b>	<b>4,330,542.56</b>	<b>6,082,892.83</b>	<b>9,486,187.07</b>	<b>6,406,160.62</b>	<b>4,523,775.07</b>	<b>7,056,979.37</b>	<b>7,056,979.37</b>
Checking	113,162.24	171,556.50	30,583.59	42,586.65	192,270.68	47,467.37	149,491.54	232,813.95	58,758.08	105,901.97	248,004.01	248,004.01
Online Payment Acct	6,832,012.70	6,292,008.29	4,009,376.44	3,358,233.27	5,129,232.36	4,378,009.93	6,232,384.37	9,669,001.02	6,464,918.71	4,629,677.04	7,304,983.38	7,304,983.38
Total Bank Balance	6,945,175.14	6,511,564.79	4,039,959.93	3,399,879.89	5,326,193.04	4,806,542.51	6,511,886.20	10,155,188.09	6,871,079.33	4,633,372.11	7,310,962.75	7,310,962.75
ADD: Deposits in Transit	611,365.77	115,552.86	1,415,005.57	923,697.04	86,984.93	87,142.17	488,810.31	5,700.00	149,272.61	2,030,859.34	1,588,154.00	1,588,154.00
LESS: Outstanding Checks	(1,669,089.32)	(76,535.48)	(2,163,164.23)	(1,663,576.58)	(54,534.68)	(475,071.31)	(63,402.55)	(26,547.60)	(592,932.49)	(56,792.89)	(59,415.06)	(59,415.06)
<b>Adjusted Bank Balance</b>	<b>5,774,309.15</b>	<b>6,331,025.67</b>	<b>3,261,217.78</b>	<b>2,618,553.73</b>	<b>5,161,562.61</b>	<b>3,990,080.79</b>	<b>6,657,792.13</b>	<b>9,648,153.42</b>	<b>6,021,258.83</b>	<b>6,603,753.49</b>	<b>8,832,722.32</b>	<b>8,832,722.32</b>

Treasurer's Report

DEPOSITS IN TRANSIT	
	13.90
	75.00
	3,465.60
	1,340.00
	1,590,659.50
<b>TOTAL</b>	<b>1,596,154.00</b>

OUTSTANDING CHECKS	
52240	15.00
52358	15.00
53014	5.00
53451	15.00
53452	15.00
53458	15.00
53571	50.00
53613	1,309.24
53623	35,000.00
53661	1.00
53665	15.00
53665	9.00
53682	300.00
53693	120.00
53697	1,280.00
53699	245.00
53712	158.00
53739	679.50
53751	225.00
53755	959.10
53757	200.00
53758	2,743.92
53778	300.00
53793	907.23
53804	225.00
53805	200.00
53806	675.00
53819	200.00
53828	2,102.55
53829	2,482.02
53832	4,404.50
53851	200.00
53856	200.00
53858	200.00
53862	225.00
53879	15.00
53884	200.00
53893	200.00
53898	200.00
53904	200.00
53909	225.00
53910	200.00
53911	225.00
53912	200.00
53919	200.00
53931	200.00
53933	200.00
53937	200.00
53946	80.00
due to dds	16.40
<b>TOTAL</b>	<b>58,415.06</b>

**2014 CASH RECEIPTS  
DECEMBER**

Township of Lower  
Office of the Tax Collector

	<b>MONTH TO DATE</b>	<b>YEAR TO DATE</b>
<b>Receipts</b>		
Preliminary Tax 2015	217,323.09	973,234.89
Current year taxes (2014)	818,575.84	56,256,838.25
Prior year taxes (2013)		811,527.38
Arrears (2012)		2,266.91
Municipal lien		3,173.19
Recording		76.00
Bankruptcy		123.12
MUA CHARGES		191,928.27
Municipal service Fees	7,230.00	69,786.67
Tax Search Fees	10.00	30.00
Interest	26,146.74	158,742.62
Tax Sale Cost		20,785.85
Lot clearing	847.75	14,267.75
Returned Check Fees	40.00	500.00
Duplicate Bills	20.00	805.00
Trash	15,864.00	63,722.75
Premium		425,800.00
<b>TOTAL DEPOSITS</b>	<b>1,086,057.42</b>	<b>58,993,608.65</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>963,564.44</b>	<b>56,819,608.62</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>122,492.98</b>	<b>1,748,200.03</b>
<b>PREMIUM ACCOUNT</b>		<b>425,800.00</b>
<b>TOTAL DEPOSITS</b>	<b>1,086,057.42</b>	<b>58,993,608.65</b>
NSF Reversals	4,663.18	50,223.43
<b>TOTAL</b>	<b>1,081,394.24</b>	<b>58,943,385.22</b>

Prepared by Susan Jackson

# 2014 DECEMBER VITAL STATISTICS

Marriages,Civil Unions	7
Domestic Partners	0
Ceritifed Copies	154
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$175.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$21.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,540.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

**TOTAL** **\$1,736.00**

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2015-55

**TITLE: A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12**

WHEREAS, the Township Council of the Township of Lower is subject to certain requirements of the Open Public Meetings Act, N.J.S.A 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

\_\_\_\_\_ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

\_\_\_\_\_ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

\_\_\_\_\_ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

\_\_\_\_\_ (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

\_\_\_\_\_ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

\_\_\_\_\_ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

  X   (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

**PROFESSIONAL SERVICE CONTRACTS**

  X   (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting. **PROFESSIONAL SERVICE**

**CONTRACTS**

\_\_\_\_\_ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on January 21, 2015 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 21, 2015.

\_\_\_\_\_  
Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						