

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

AUGUST 5, 2013 - 6:00 P.M.

Meeting called to order.

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

Work Session

Presentation - Commercial Utility Consultants (CUC) John P. Fish

Consent Agenda

Approval of Minutes July 15, 2013
Res. #2013-209 Payment of Vouchers \$ 5,773,335.47
Res. #2013-210 Renewal of Commercial Excavation (Gravel Pit) License for Cape May Mining & Recycling, LLC (formerly A & H Mining & Recycling)
Res. #2013-211 Authorization for Refund of Taxes (3 properties \$1,532.19)
Res. #2013-212 A Resolution Authorizing And Approving A Shared Service Agreement Between the Township of Lower and the County of Cape May for Use of Emergency Management Equipment (2) Medical ATV's and CMC EMCC Communications Van
Res. #2013-213 A Resolution Authorizing and Approving A Memorandum of Agreement Between the Township of Lower and the Cape May County Prosecutor's Office for Use, Installation and Maintenance of An Automatic License Plate Reader System
Res. #2013-214 Approval of Precious Metals License (J & J Pawn Shop 1519 Bayshore Road)
Res. #2013-215 Issuance of Ice Cream Operator License for the Year 2013 (Jason Brown)
Res. #2013-216 Resolution Approving A Professional Service Contract with Hatch Mott MacDonald Without Public Bidding (tax map revisions \$23,200.)
Res. #2013-217 Bid Acceptance and Award for Two (2) 2014 Rear Loading Refuse Trucks (Granturk \$392,746.)
Ordinance #2013-16 An Ordinance Amending Chapter Seven Entitled "Traffic" of the Revised General Ordinances of the Township of Lower (Approving Stop Signs at Farmstead & Cape/Cold Spring & Cape & Mayflower & Cape) 1st Reading - 2nd reading and public hearing August 19th
Ordinance #2013-17 An Ordinance Amending Chapter 230 of he Revised General Ordinances of the Township of Lower (unobstructed views at corners changing from 8 feet to 12 feet) 1st reading - 2nd reading and public hearing August 19th

Regular Agenda

Res. #2013-218 Authorizing the Payment of Vouchers (Douglass Landscaping \$5,192.50)
Res. #2013-219 Resolution Awarding Commercial Utility Consultant as Energy Consultant In Connection With An Energy Aggregation Program
Ordinance #2013-18 An Ordinance For The Township of Lower to Establish An Energy Aggregation Program - 1st reading - 2nd reading and public hearing August 19th

Administrative Reports

Monthly Report - Police Department

Council Comments

Call to the Public

Closed Session

Res. #2013-220 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. - Possible Litigation - Tax Issues - Update on Possible Litigation - Tax Abatement

Adjournment

COUNCIL MEETING MINUTES – JULY 15, 2013

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on July 15, 2013 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.

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

- Councilmember Thomas Conrad
- Councilmember James Neville
- Councilmember Glenn Douglass
- Mayor Michael Beck

Also present: Michael Voll, Township Manager, Chuck Sandman, Township Solicitor and Karen Fournier, Clerk's Office

Work Session

Consent Agenda

- Approval of Minutes July 1, 2013
- Res. #2013-201 Payment of Vouchers \$350,056.85
- Res. #2013-202 Authorization for 2013 Incentive Award for Insurance Waiver (M.Biersbach \$833.33)
- Res. #2013-203 Authorizing Payout of Terminal Leave (G.Luzny \$5,748.19)
- Res. #2013-204 A Resolution Requesting Release of Demolition Bond for Block 337, Lot 1, 315 Cloverdale Avenue (\$1,000.)
- Res. #2013-205 Approval of Change Order No. 2 for Electrical Downgrade Change at Millman Center (decrease of \$800.)
- Res. #2013-206 Renewal of Commercial Excavation (Gravel Pit) Licenses for Thomas F. Brodesser, Jr.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
NEVILLE			X			
DOUGLASS	X		X			
CLARK						X
BECK			X			

Regular Agenda

- Res. #2013-207 Authorizing the Payment of Vouchers (Douglass Landscaping \$5,192.50)
Councilmember Neville offered his comments about their great landscaping work.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
NEVILLE	X		X			
DOUGLASS					X	
CLARK						X
BECK			X			

Mayor Beck read aloud the resolution.

Councilmember Conrad articulated that our intentions are clear.

Councilmember Neville stated that the resolution is well written.

Councilmember Douglass agreed that the resolution is well written.

Solicitor Sandman informed that Lower Township has indicated our intent to oppose the City of Cape May's attempt to change the composition of, or dissolve the Lower Cape May Regional School District. Due to statutory requirements, he recommended that we not comment any further on this issue.

Ed Butler of Villas addressed Council in support of this resolution and stated that he was aware of the school tax when he bought his property. He implied that it is the responsibility of every tax payer to educate the children, regardless of whether or not they utilize the school.

Janet Pitts of Villas addressed Council to support this resolution. She thanked Mayor and Council for not making this personal or attacking the citizens of Cape May, unlike Councilmember Wickterman from Cape May City's Council. She argued in opposition to Cape May's attempt to dissolve the regional school district and pointed out several reasons why. She expressed her concern about the negative impact this may have on our children's education, as well as damaging the concept of working together regionally.

John Sworonski of Arctic Avenue addressed Council to ascertain who pays for the Coast Guard children to attend the regional school.

Mayor Beck stated that he believes the City of Cape May gets aid from the government, but without exact figures he is reluctant to comment.

Solicitor Sandman suggested we limit the comments due to the likelihood that this will end in litigation.

John Sworonski stated that he agrees with the resolution and thinks that we have an outstanding high school, referring to LCMR.

Fred Long of Cold Spring addressed Council to thank them for the resolution and commend LCMR high school. As a part-time substitute teacher and grandfather of five graduates of LCMR (three of whom work in Cape May), Mr. Long attested to the school's credibility. He requested that Council continue to oppose Cape May's efforts to weaken the financial funding of the school.

Janet Pitts informed that there are 70 regional school districts in the state of NJ. This is happening in multiple districts where there are property wealthy towns involved.

Mayor Beck added that of all the regional school districts in the state, we are geographically the most regional of them all.

George Doherty of Breakwater Road addressed Council to question what Cape May wants, considering that the state mandates the formula. He also asked if the school can survive without Cape May.

Mayor Beck explained that they have to go through a process. His response to the latter was no, it won't survive. Like dominos, damage to the school means damage to the township. Damage to the township means damage to the region. This has the potential to be cataclysmic.

Wayne Wiesman of Villas addressed Council in accord with the comments about the school district. He also voiced his anger with Councilman Wickterman from Cape May for his disrespect to the people of Lower Township.

Robert Rizzo of Mickel's Run addressed Council to thank them for the resolution. He too was upset with Councilman Wickterman for the comments he made about Lower Township. As a former school teacher, he insisted that we need this school system and believes that we should fight for it at any cost.

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
NEVILLE	X		X			
DOUGLASS			X			
CLARK						X
BECK			X			

Administrative Reports

Monthly Reports - Animal Control, Construction, Dog, Fire Safety, Municipal Clerk, Tax Collector, Vital Statistics

Council Comments

Councilmember Conrad thanked everyone who took part in the Independence Day Festival, specifically Judy Gillis for keeping things clean. He also encouraged citizens to check on their elderly neighbors during this intense heat.

Councilmember Neville commented on the success of the fireworks and commended Public Works for the fine job they did cleaning up after the event. He also referenced an incident during Whale of a Day in which Patrolman Perry and Patrolman Coombs are to be commended.

Councilmember Douglass also commented on the success of the fireworks and the B Street Band Concert. He thanked Public Works, the Police Department, Rescue Squad and everyone involved in these events. He gave special recognition to Judy Gillis for the nice job she has done cleaning up along the beachfront.

Mayor Beck agreed that the fireworks were phenomenal. He thanked the Rotary for their beach clean-up initiative. He also announced the following upcoming events: The Sensational Soul Cruisers concert on July 24th at 5:30 on the ferry grounds; National Night Out at LCMR on August 6th from 7-9:00 p.m.; 15-Minute Child Break Parent Presentation on August 15th at 6:00 p.m. in township hall; and Lower Township's Community Blood Drive on August 20th from 10:00-3:00 p.m. in township hall. In addition, he announced that all property tax bills have been mailed and Lower Township is now on Facebook.

Call to Public

Fred Long of Cold Spring requested that Council get a copy of Resolution #2013-208 into the hands of Cape May City's Councilmembers before their meeting Tuesday night.

Wayne Wiesman informed that the Sensational Soul Cruisers are a great band. He also complimented Harpoon Henry's Restaurant.

Frank Saracco of Villas thanked everyone for their support of this resolution. He asked if there is any other means of getting the word out about this issue.

Mayor Beck replied that the media has done a great job. He thanked the newspaper media for their fairness addressing both sides of this issue in the papers.

Councilmember Douglass said he appreciates Mr. Saracco's concern, but he feels we should follow our solicitor's recommendation of keeping our comments to a minimum.

George Doherty of Seashore Road addresses Council to inquire if a referendum would be advantageous.

Mayor Beck informed that Council does not have the authority to do that because the school has their own level of government.
Solicitor Sandman instructed that there is a specific procedure in the statute that has to be followed in order to oppose this. We intend to act accordingly.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Douglass, seconded by Councilmember Neville. Motion to adjourn unanimous. Meeting adjourned at 6:44 p.m.

Mayor

Township Clerk

Approved:

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00616 ANIMAL ALLIANCE OF CAPE								
	13-02119	07/22/13	TNR AND SPAY/NEUTER PROGRAM	Open	400.00	0.00		
	13-02120	07/22/13	TNR AND SPAY/NEUTER PROGRAM	Open	400.00	0.00		
	13-02208	07/29/13	TNR AND SPAY/NEUTER PROGRAM	Open	<u>500.00</u>	0.00		
					1,300.00			
00651 MUNICIPAL UTIL AUTH DUMP FEES								
	13-02138	07/22/13	TIPPING FEES/JUNE	Open	68,836.41	0.00		
00652 CAPE COUNTY CLIPPERS LLC*								
	12-02677	10/09/12	BLANKET PO LOT CLEARING	Open	300.00	0.00		
00775 CAPRIONI PORTABLE TOILETS, INC*								
	13-01956	07/03/13	PORT TOILETS INDEP DAY 2013	Open	708.00	0.00		
	13-02078	07/12/13	PORTABLE TOILETS	Open	50.00	0.00		
	13-02111	07/18/13	MONTHLY RENTAL/MAUD ABRAMS	Open	<u>371.50</u>	0.00		
					1,129.50			
00784 CAPE MAY STAR & WAVE								
	13-02022	07/09/13	LEGAL PUBLICATION-PUBLIC ACCES	Open	146.58	0.00		
	13-02166	07/24/13	LEGAL PUBLICATIONS 4-3-13	Open	16.12	0.00		
	13-02172	07/25/13	LEGAL PUBLICATIONS 7-17-13	Open	27.28	0.00		
	13-02206	07/29/13	LEGAL PUBLICATION 7-24-13	Open	<u>14.88</u>	0.00		
					204.86			
00825 COMCAST*								
	13-02116	07/18/13	MILLMAN CABLE BILL 07/9-8/8/13	Open	73.91	0.00		
	13-02162	07/23/13	INTERNET AT MILLMAN CENTER	Open	189.70	0.00		
	13-02164	07/24/13	INTERNET 7/30/13-8/29/13 FIRE	Open	<u>109.90</u>	0.00		
					373.51			
00928 CAPE MAY COUNTY CLERK								
	13-02128	07/22/13	2013 PRIMARY ELECTION COSTS	Open	5,819.87	0.00		
01125 MARGARET CROMPTON								
	13-02163	07/23/13	MEDICAL CLAIMS	Open	30.00	0.00		
01139 CORELOGIC								
	13-02106	07/18/13	RES 2013-211 TAX 2ND QRT REFUN	Open	1,592.13	0.00		
01226 ROBERT DENNY								
	13-02229	07/31/13	MEDICAL CLAIMS-V	Open	50.00	0.00		
01241 BRIAN MCEWING								
	13-01066	04/16/13	2013 EQUIP. ALLOWANCE	Open	66.75	0.00		B
01246 ROCCO SANSONE								
	13-01847	06/21/13	SOCCER OFFICIAL	Open	120.00	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*								
	13-02137	07/22/13	REPAIR/SCORE BOARD WIRE BSKTBL	Open	95.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01600 ORVILLE E FOWLER	13-02230	07/31/13	MEDICAL CLAIMS	Open	1,340.00	0.00		
01655 GANN LAW BOOKS*	13-01969	07/03/13	ENGINEERING REFERENCE BOOKS	Open	244.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*	13-02207	07/29/13	PROFESSIONAL ENGINEERING	Open	266.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ	13-00973	04/08/13	BOARD SOLICITOR SALARY	Open	550.00	0.00		
	13-02080	07/12/13	RESOLUTIONS	Open	<u>450.00</u>	0.00		
					1,000.00			
01837 ROBERT HODSDEN	13-02082	07/12/13	MEDICAL CLAIMS	Open	370.10	0.00		
01859 HESS CORPORATION	13-02107	07/18/13	ELCTRIC 06/05/13-07/05/13	Open	70.23	0.00		
	13-02202	07/26/13	06/19/13-07/22/13 ELECTRIC	Open	8,844.00	0.00		
	13-02210	07/29/13	ELECTRIC 06/19/13-07/22/13	Open	<u>274.55</u>	0.00		
					9,188.78			
02014 ALL TRAFFIC SOLUTIONS*	13-01759	06/10/13	MAINT. PORTABLE SIGN BOARD	Open	275.00	0.00		
02134 THOMAS KEYWOOD	13-02165	07/24/13	MEDICAL CLAIMS	Open	291.64	0.00		
02183 KLENSWITE POOL SPA SUP.CO INC*	13-01707	06/07/13	POOL BROMINE TEST KIT	Open	280.00	0.00		
	13-01952	07/02/13	SPINE BOARD REPLACEMENT STRAPS	Open	<u>74.95</u>	0.00		
					354.95			
02247 LAWSON PRODUCTS, INC.*	13-01688	06/07/13	SUPPLIES FOR PDW/JULY	Open	699.91	0.00		
02248 LAWMEN SUPPLY*	13-01251	05/06/13	BALLISTIC VESTS BLACK/ANZELONE	Open	1,029.00	0.00		
02320 LOWER TOWNSHIP BRD OF EDUCATN	13-01443	05/23/13	2013/2014 BD OF ED TAX DUE 1ST	Open	1,525,156.40	0.00		B
02351 LOWER CAPE MAY REGIONAL	13-01371	05/15/13	2013/2014 SCHOOL TAX	Open	1,181,796.00	0.00		B
02410 MAGLOCLEN*	13-01844	06/21/13	ANNUAL CONTRACT AND USER FEE	Open	400.00	0.00		
02418 MAJESTIC SEWER AND DRAIN*	13-02072	07/12/13	EMERGENCY SEWER BACK UP @ POOL	Open	225.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02473 FRANCIS P. MAJANE	13-02146	07/23/13	MEDICAL CLAIMS	Open	505.36	0.00		
02541 ROBERT D. MARTIN, JR	13-02088	07/15/13	MEDICAL CLAIMS	Open	863.14	0.00		
02585 WILLIAM MASTRIANA	13-02094	07/16/13	TRAINING MEALS	Open	190.38	0.00		
02590 ARTHUR MASON	13-02231	07/31/13	MEDICAL CLAIMS-V	Open	89.00	0.00		
02677 KAREN F. WOLF	13-02170	07/24/13	MEDICAL CLAIMS-V	Open	795.00	0.00		
02725 THOMAS MILLS	13-02233	07/31/13	MEDICAL CLAIMS	Open	830.00	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*	13-02015	07/09/13	AN ENERGY POLICY PRIMER FOR NJ	Open	40.00	0.00		
03102 NJ POLICE TRAFFIC OFFICERS ASS	13-02071	07/12/13	ANNUAL DUES	Open	35.00	0.00		
03158 NYSCA*	13-01931	06/28/13	COACHES CERTIFICATION FOOTBALL	Open	360.00	0.00		
03160 OFFICE BASICS, INC*	13-01936	06/28/13	OFFICE SUPPLIES	Open	150.28	0.00		
03274 P & J GAS SERVICE*	13-01857	06/21/13	PROPANE FOR PAVING	Open	40.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	13-01973	07/03/13	TRASH BAGS FOR RECREATION	Open	276.90	0.00		
	13-02127	07/22/13	TOILET PAPER	Open	427.58	0.00		
					<u>704.48</u>			
03284 STEPHEN H. PARKER(REF FEES)	13-02227	07/31/13	BASKETBALL REF FEES-SUMMER LEA	Open	420.00	0.00		
03285 PARA PLUS TRANSLATIONS, INC.*	12-02884	11/01/12	INTERPRETER	Open	226.55	0.00		
03305 PEDRONI FUEL*	13-02140	07/22/13	NO LEAD GAS	Open	775.21	0.00		
03350 MICHAEL PERRY	12-01285	05/16/12	2012 EQUIP. ALLOWANCE	Open	41.13	0.00		B
	13-01060	04/16/13	2013 EQUIP. ALLOWANCE	Open	142.83	0.00		B
					<u>183.96</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03427	POLAR BEAR*							
	13-01507	05/30/13	A/C REPAIR / PUBLIC SAFETY	Open	494.00	0.00		
	13-02079	07/12/13	EMERGENCY REPAIR TO AC IN REC	Open	195.00	0.00		
	13-02121	07/22/13	MILLMAN CENTER AC REPAIR	Open	<u>192.95</u>	0.00		
					881.95			
03449	QC INC*							
	13-02115	07/18/13	RETENTION POND WATER SAMPLE	Open	57.50	0.00		
03466	R & R SPECIALTIES							
	13-02117	07/18/13	PLASTIC SIGNS-BOCA DOOR	Open	48.25	0.00		
03518	RIGGINS, INC.*							
	13-02169	07/24/13	HIGWAY DIESEL	Open	1,008.11	0.00		
03611	SERVICE TIRE TRUCK CENTERS*							
	13-01782	06/12/13	TIRES FOR YARD BACKHOE	Open	1,988.08	0.00		
03637	SHOPPE							
	13-01954	07/03/13	INDEP DAY ADVER 6/20 6/27/13	Open	140.00	0.00		
03692	SOUTH JERSEY GAS CO*							
	13-02209	07/29/13	GAS FOR JULY 2013	Open	215.35	0.00		
03723	STAPLES, INC.*							
	13-02077	07/12/13	OFFICE SUPPLIES	Open	63.24	0.00		
	13-02083	07/12/13	OFFICE SUPPLIES	Open	<u>160.79</u>	0.00		
					224.03			
03734	STEWART INDUSTRIES, INC.*							
	13-02104	07/18/13	COPIER MAINT 6/23-9/23/13	Open	1,524.97	0.00		
03799	LINDA THOMAS							
	13-02234	08/01/13	REIMBURSEMENT OF COPAY	Open	75.00	0.00		
03831	TREASURER, COUNTY TAXES							
	13-01164	04/22/13	COUNTY SHELTER DUE 8/15/13	Open	23,103.75	0.00		
	13-02067	07/11/13	2ND HALF 2013 COUNTY TAX	Open	<u>2,256,223.19</u>	0.00		
					2,279,326.94			
03867	UNIVERSAL SUPPLY CO.							
	13-01785	06/12/13	MILLMAN CENTER DOORS	Open	546.68	0.00		
	13-01927	06/27/13	MISC SUPPLIES FOR MILLMAN	Open	<u>95.03</u>	0.00		
					641.71			
03904	LOWE'S HOME CENTER INC*							
	13-01713	06/07/13	SUPPLIES FOR DPW/JUNE	Open	207.56	0.00		
	13-02069	07/12/13	SUPPLIES	Open	<u>136.10</u>	0.00		
					343.66			
03914	ULINE INC*							
	13-02009	07/09/13	PATROL OPERATION SUPPLIES	Open	103.30	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03960 VECTOR SECURITY*	13-01810	06/18/13	ANNUAL INSPECTION	Open	213.75	0.00		
03969 VERIZON	13-02204	07/26/13	JULY 2013 PHONE SERVICE	Open	4,917.84	0.00		
03971 VERIZON WIRELESS MDT POLICE	13-02093	07/16/13	MDT - WIRELESS	Open	391.10	0.00		
03978 USPS ACCT#48503619	13-02220	07/29/13	POSTAGE	Open	12,500.00	0.00		
03979 MICHAEL VOLL	13-02118	07/22/13	MANAGEMENT LUNCH REIMBURSEMENT	Open	31.40	0.00		
03995 VITAL COMMUNICATIONS, INC.*	13-01450	05/24/13	MODIV UPDATE 2013 TAX DUPLICAT	Open	100.00	0.00		
04030 WEST PUBLISHING PAYMENT *	12-01188	05/07/12	NJ UPDATES	Open	224.00	0.00		
	13-02145	07/23/13	ANNUAL UPDATES-2013 NJ MU/CRIM	Open	130.50	0.00		
	13-02188	07/25/13	ANNUAL UPDATES FOR 2013	Open	480.00	0.00		
					<u>834.50</u>			
04097 CINTAS FIRST AID AND SAFETY*	13-02168	07/24/13	FIRST AID SUPPLIES	Open	179.36	0.00		
04105 PITNEY BOWES GLOBAL FINANCIAL	13-02098	07/16/13	MAIL MACHINE JULY 2013	Open	451.00	0.00		
04158 HUFFMAN'S FLOOR COVERING*	13-00746	03/13/13	RENOVATIONS AT MILLMAN CENTER	Open	3,000.00	0.00		B
04216 PRIVATE ISLAND EMBROIDERY*	13-00447	02/13/13	BAYRUN SHIRTS	Open	2,190.00	0.00		
04261 STATE OF NEW JERSEY	13-02092	07/15/13	2ND QTR 2013 UNEMPLOYMENT	Open	36,464.51	0.00		
04295 PURCHASE POWER	13-02219	07/29/13	POSTAGE FOR TOWNHALL	Open	2,539.00	0.00		
04300 W B MASON CO INC*	13-01935	06/28/13	OFFICE SUPPLIES	Open	800.72	0.00		
05100 CHARLES W. SANDMAN, III ESQ	13-00268	01/23/13	2013 LITIGATION MONTHLY \$50k	Open	4,166.66	0.00		B
06020 JOSEPH PORRETTA BUILDERS*	13-00753	03/14/13	MILLMAN CENTER RENO #2013-65	Open	39,152.96	0.00		
06021 MULTI-TEMP MECHANICAL INC*	13-00755	03/14/13	HVAC DUCTWORK MILLMAN #2013-68	Open	18,785.62	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
06022			PERSONAL TOUCH PAINTING*					
	13-01144	04/19/13	PAINTING/MILLMAN CENTER	Open	10,750.00	0.00		
	13-02108	07/18/13	ADDITIONAL BATHS AND COLORS	Open	<u>3,500.00</u>	0.00		
					14,250.00			
06028			FORESITE USA LLC*					
	13-01417	05/21/13	2013 AVAST ANITVIRUS 35 LIC	Open	759.25	0.00		
06029			CELLULAR ADVANTAGE*					
	13-02086	07/15/13	GREENE PHONE EQUIP	Open	125.00	0.00		
06030			JACK FICHTER*					
	13-01455	05/24/13	PUBLIC INFORMATION OFFICER	Open	1,000.00	0.00		B
5032			NORTH WILDWOOD \$ CREST SHIRT*					
	13-01654	06/05/13	LIFEGUARD TANK SHIRTS	Open	318.00	0.00		
6030			VINCENT LAMANNA, III					
	13-02147	07/23/13	RETURN OF UNUSED ESCROW	Open	361.50	0.00		
6057			HYLAND DESIGN GROUP, INC*					
	13-01404	05/17/13	PROFESSIONAL SERVICES- LITIGAT	Open	808.50	0.00		
6059			USABLE LIFE					
	13-02222	07/31/13	AUGUST 2013 LIFE INSURANCE	Open	465.76	0.00		
6061			AMERIHEALTH ADMINISTRATORS					
	13-02228	07/31/13	AUGUST 2013 ADMIN & STOP LOSS	Open	25,581.53	0.00		
6071			UNITED UNIFORMS LIMITED LIAB*					
	13-01755	06/10/13	UNIFORMS	Open	1,783.00	0.00		
6078			THIRSTY WILSON BAND					
	13-01882	06/25/13	INDEPENDENCE DAY BAND	Open	900.00	0.00		
6085			WILLIAM R GIECO					
	13-02105	07/18/13	FOOTBALL COACH BACKGROUND CHECK	Open	26.00	0.00		
6087			ROGER SMITH*					
	13-02171	07/25/13	RETURN OF UNUSED ESCROW	Open	12.50	0.00		
6089			ANIMAL OUTREACH OF C.M.C.					
	13-02224	07/31/13	RETURN OF UNUSED ESCROW	Open	15.50	0.00		
6090			ANTHONY NATALE					
	13-02226	07/31/13	REFUND PRECIOUS METAL BOND	Open	1,000.00	0.00		
ALPHACAR ALPHA CARD SYSTEMS*								
	13-01972	07/03/13	INK CARTRIDGE FOR REC ID MACH	Open	283.05	0.00		
BRITTON JOSH BRITTON								
	13-01851	06/21/13	SOCCER OFFICIAL	Open	150.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
G-YAP CENTER FOR COMMUNITY ARTS	13-02218	07/29/13	SUMMER ART PROGRAM	Open	3,250.00	0.00		
MCD01 MCDONALDS	13-02223	07/31/13	RETURN OF UNUSED ESCROW	Open	2,098.75	0.00		
POOLZ THE POOL ZONE*	13-01344	05/14/13	CHEMICAL POOL SUPPLIES	Open	3,225.11	0.00		
STAN1 STANLEY ACCESS TECH LLC	13-02205	07/29/13	ELECTRIC DOOR MAINT 3/13-2/14	Open	1,907.76	0.00		

Total Purchase Orders: 139 Total P.O. Line Items: 309 Total List Amount: 5,586,408.56 Total Void Amount: 0.00

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
Ameri Health Admin	13-02221	Health Insurance & RX		\$52,410.36
Ameri Health Admin	13-02144	Health Insurance & RX		\$80,943.07
Ameri Health Admin	13-02096	Health Insurance & RX		\$53,058.69
Comcast	13-02236	Phone & Internet-Pool	50524	\$ 514.79

Total Manual Checks \$ 186,926.91
Total Computer Generated \$ 5,586,408.56

Total Bill List \$5,773,335.47

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 5, 2013.

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

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

RESOLUTION #2013-210

TITLE: RENEWAL OF COMMERCIAL EXCAVATION (GRAVEL PIT) LICENSES FOR CAPE MAY MINING & RECYCLING, LLC

WHEREAS, Cape May Mining & Recycling LLC (previously A & H Mining & Recycling) has made application for renewal of commercial excavation (gravel pit) licenses, and

WHEREAS, the applicant has paid the appropriate fees and is currently in compliance with the regulations of the Cape Atlantic Conservation District.

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

1. That the renewal of the commercial excavation license for the following are hereby approved:

Block 410.01	Lots 89
Block 410.01	Lots 92-98
Block 410.01	Lots 99.01 & 99.02

2. That all such licenses shall remain in full force and effect through July 15, 2014.

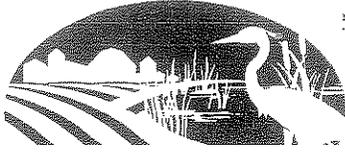
3. That the renewal of such license shall be conditioned on there being no further commercial activity conducted on the licensed premises without first obtaining all required Township and/or State licenses and permits and that a violation of this condition shall be grounds for revocation of the license.

4. The issuance of the licenses is further conditioned on the licensee's compliance with all applicable Federal, State and local laws and that a conviction of any Federal, State or local law shall be grounds for revocation of the license.

I hereby certify the foregoing to be a resolution adopted by the Township Council on August 5, 2013

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						



CAPE ATLANTIC
CONSERVATION DISTRICT

6260 Old Harding Highway
Mays Landing, New Jersey 08330
Phone (609) 625-3144 Fax (609) 625-7360
www.capeatlantic.org

July 19, 2013



J.R. Heun
A & H Mining & Recycling, LLC
PO Box 179
Cape May Court House, NJ 08210

Re: Mining Operation Annual Compliance – Soil Erosion and Sediment Control Plan
Application Number: 188-04
Project Name: Borrow Pit
Block: 410.01 Lot(s): 89, 93-98
Municipality: Lower Township

In accordance with the requirements set forth by the Cape-Atlantic Soil Conservation District, your plan and site have been reviewed for annual compliance.

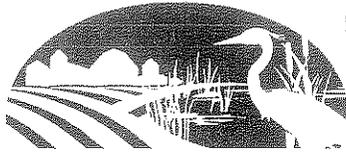
Based on our review, we find that the site is generally in compliance with the requirements set forth in your Soil Erosion and Sediment Control Plan.

This review must be completed annually before any Municipality will issue a license for the upcoming year.

Sincerely,

Richard S. Dovey,
Chairman

cc: Municipal Clerk



CAPE ATLANTIC
CONSERVATION DISTRICT

6260 Old Harding Highway
Mays Landing, New Jersey 08330
Phone (609) 625-3144 Fax (609) 625-7360
www.capeatlantic.org

July 19, 2013

RECEIVED
7-22-13

J. R. Heun
A & H Mining & Recycling, LLC
PO Box 179
Cape May Court House, NJ 08210

Re: Mining Operation Annual Compliance – Soil Erosion and Sediment Control Plan
Application Number: 340-89
Project Name: Borrow Pit
Block: 410.01 Lot(s): 99.01 & 99.02
Municipality: Lower Township

In accordance with the requirements set forth by the Cape-Atlantic Soil Conservation District, your plan and site have been reviewed for annual compliance.

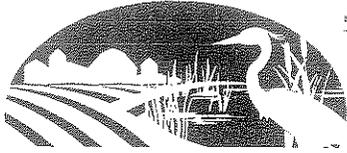
Based on our review, we find that the site is generally in compliance with the requirements set forth in your Soil Erosion and Sediment Control Plan.

This review must be completed annually before any Municipality will issue a license for the upcoming year.

Sincerely,

Richard S. Dovey,
Chairman

cc: Municipal Clerk



CAPE ATLANTIC
CONSERVATION DISTRICT

6260 Old Harding Highway
Mays Landing, New Jersey 08330
Phone (609) 625-3144 Fax (609) 625-7360
www.capeatlantic.org

July 19, 2013

RECEIVED
7-22-13

J.R. Heun
A & H Mining & Recycling, LLC
PO Box 179
Cape May Court House, NJ 08210

Re: Mining Operation Annual Compliance – Soil Erosion and Sediment Control Plan
Application Number: 274-81
Project Name: Borrow Pit
Block: 410.01 Lot(s): 92
Municipality: Lower Township

In accordance with the requirements set forth by the Cape-Atlantic Soil Conservation District, your plan and site have been reviewed for annual compliance.

Based on our review, we find that the site is generally in compliance with the requirements set forth in your Soil Erosion and Sediment Control Plan.

This review must be completed annually before any Municipality will issue a license for the upcoming year.

Sincerely,

Richard S. Dovey,
Chairman

cc: Municipal Clerk

Cape Mining and Recycling LLC
P.O. Box 246
Cape May Court House, NJ 08210
(609) 465-5617
(609) 463-1878 Fax

July 24, 2013

Township of Lower
Atten: Township Clerk
2600 Bayshore Road
Villas, NJ 08251

RE: A&H Mining and Recycling LLC
Renewal of Commercial Excavation Licenses
Block 410.01, Lots 89, 92-98, 99.01 & 99.02
Lower Township, NJ

Dear Township Clerk:

As you are aware, certain assets of A&H Mining and Recycling LLC have been sold. Cape Mining and Recycling LLC has purchased the property and all licenses for Block 410.01, Lots 89, 92-98, 99.01 & 99.02, Lower Township, NJ. A copy of the Deed is included for reference.

The Mining Licenses associated with the above referenced property are currently in the renewal process. I believe all documentation has been provided and the fees have been paid for the renewal to occur during the August 5, 2013 Council Meeting. By way of this letter, Cape Mining and Recycling LLC is asking that the renewed mining licenses are issued in the name of Cape Mining and Recycling LLC.

Please contact me if you should have any questions or need additional information for the transfer to occur.

Sincerely,



Phillip G. Heun Jr.
Member

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

RESOLUTION #2013-211

TITLE: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below;
and

WHEREAS, a refund is due.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
334.07	10	Corelogic	paid twice	547.62
267	2	Corelogic	paid twice	512.11
351	1	Corelogic	paid twice	532.40

I hereby certify the foregoing to be a resolution adopted by the governing body at a meeting held on August 5, 2013.

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

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

RESOLUTION #2013 -212

TITLE: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY FOR USE OF EMERGENCY MANAGEMENT EQUIPMENT - (2) MEDICAL ATV'S AND CMC EMCC COMMUNICATIONS VAN

WHEREAS, the Township of Lower desires to contract with The County of Cape May in order to share Emergency Management Equipment for the period of August 1, 2013 thru November 1, 2013; and

WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, this contract is in the best interest for the safety of the citizens of the Township of Lower.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, in the County of Cape May and State of New Jersey, that the shared service agreement attached hereto between the Township of Lower and the County of Cape May be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said contract.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

CAPE MAY COUNTY



EMERGENCY MANAGEMENT COMMUNICATIONS CENTER
30 WEST MECHANIC STREET, CAPE MAY COURT HOUSE, NJ 08210
{O} 609.463.6570 {F} 609.463.0252 {Email} mpagliughi@co.cape-may.nj.us

Gerald M. Thornton, Freeholder

Martin L. Pagliughi, Director

Arthur E. Treon, Deputy

**SHARED SERVICES AGREEMENT
BETWEEN
TOWNSHIP OF LOWER
AND COUNTY OF CAPE MAY**

THIS AGREEMENT made and entered into on the 1 day of August, 2013, by and between:

A Municipal Corporation of the State of New Jersey with offices located at:
2600 Bayshore Road
Villas, New Jersey 08251
hereinafter referred to as "Municipality";

And the:

COUNTY OF CAPE MAY

A Body Politic and Corporate of the State of New Jersey with offices located at:
William E. Sturm Jr. Administration Building
4 Moore Road
Cape May Court House, New Jersey 08210
hereinafter referred to as the "County".

WHEREAS, the County has been the recipient of various grants from the Office of Homeland Security and Federal Emergency Management Agency for the purchase of various vehicles, equipment, materials and control devices hereinafter referred to as "Equipment"; and

WHEREAS, the Equipment as identified in 'Schedule A' was purchased with the intent to be shared with the various municipalities in the County; and

WHEREAS, from time to time the Municipality has a need to use some of the Equipment for a short duration when the County is not in need for the use of the Equipment; and

WHEREAS, the Municipality desire to enter into an agreement with the County to use the Equipment identified in 'Schedule A'; and

WHEREAS, NJSA 401:65-1 et.seq. authorizes local government units, including municipalities and counties, to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the "Uniform Shared Services and Consolidation Act";

NOW, THEREFORE, it is agreed, stipulated and understood between parties, in consideration of the mutual promises contained herein as follows:

1. All of the above recitals are incorporated herein by reference as it fully set forth at length.
2. The County is the owner of the Equipment identified in 'Schedule A'.
3. The Municipality hereby agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and/or liabilities of any sort (including reasonable attorney's fees) which the Municipality may incur from using the County Equipment. In addition, the Municipality agrees to have the County named as an additional insured on any existing insurance contracts carried by the Municipality to provide general comprehensive liability coverage in the amount of \$1,000,000.00 dollars.

A certificate of insurance evidencing said coverage and the additional insured designation shall be provided by the Municipality and Attached to this agreement.

4. The Municipality agrees to reimburse the County or perform the repairs themselves for any damage inflicted upon the Equipment while in the possession of the Municipality.
5. The Municipality is responsible for any servicing or re-fueling of the Equipment while in the possession of the Municipality.
6. The Municipality shall immediately return the Equipment to the County when the Equipment is not in use by the Municipality.
7. In the event of a dispute between the parties arising out of this Agreement, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.
8. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by both parties.
9. This agreement shall be governed by the laws of New Jersey with venue in the County of Cape May.
10. The term of this agreement is from August 1, 2013 to November 1, 2013. An option to renew can be exercised by both parties upon correspondence prior to the expiration date.

IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

COUNTY OF CAPE MAY

BOROUGH / CITY/ TOWNSHIP

Date

Date

Gerald M. Thornton, Director
Board of Chosen Freeholders

City of _____

By: _____

ATTEST: _____
Deputy Clerk

ATTEST: _____
Municipal Clerk

APPROVED AS TO FORM:

Barbara Bakley-Marino, Esq.
County Counsel

ITEM	QTY.	DESCRIPTION	RESPONSIBLE AGENCY
ATV #1	1	MEDICAL ATV	TOWNSHIP OF LOWER
ATV #2	1	MEDICAL ATV	TOWNSHIP OF LOWER
	1	CMC EMCC COMMUNICATIONS VAN	TOWNSHIP OF LOWER

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

RESOLUTION #2013-213

TITLE: A RESOLUTION AUTHORIZING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE CAPE MAY COUNTY PROSECUTOR'S OFFICE FOR USE, INSTALLATION AND MAINTENANCE OF AN AUTOMATIC LICENSE PLATE READER SYSTEM

WHEREAS, the Township of Lower desires to enter into a Memorandum of Agreement with the Cape May County Prosecutor's Office for the use, installation and maintenance of an Automatic License Plate Reader System; and

WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, this contract is in the best interest for the safety of the citizens of the Township of Lower.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, in the County of Cape May and State of New Jersey, that the Memorandum of Agreement attached hereto between the Township of Lower and the Cape May Prosecutor's Office be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said contract.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

OFFICE OF THE PROSECUTOR
COUNTY OF CAPE MAY

ROBERT L. TAYLOR
COUNTY PROSECUTOR

4 Moore Road, DN-110
CAPE MAY COURT HOUSE
NEW JERSEY 08210-1654

ROBERT W. JOHNSON
First Assistant Prosecutor

KENNETH SUPER
Chief of County Investigators



Phone: (609) 465-1135
Fax: (609) 465-1347

MEMORANDUM OF AGREEMENT
between
Cape May County Prosecutor's Office
and
Lower Township Police Department

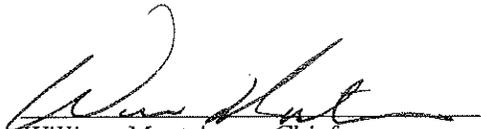
1. **AUTHORITY:** *The Cape May County Prosecutor's Office and the New Jersey Office of Homeland Security and Preparedness.*
2. **BACKGROUND:** *Cape May County, along with other counties in New Jersey, has been identified by the New Jersey Office of Homeland Security and Preparedness as a potential terrorism target. Because of this designation, the Cape May County Prosecutor's Office applied for and received a grant from the State Homeland Security Program for surveillance equipment to enhance Cape May County's ability to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events and emergencies.*
3. **PURPOSE:** *To establish parameters for the installation and maintenance of a Automatic License Plate Reader system mounted on municipal police patrol vehicles in Cape May County, NJ.*
4. **FINANCIAL INFORMATION:** *The amount of the homeland security grant is \$203,000.00.*
5. **PERIOD OF PERFORMANCE:** *This agreement shall be in place for the duration of the useful life of the equipment installed.*
6. **RESPONSIBILITIES:** *The Cape May County Prosecutor's Office shall be responsible for purchasing the equipment from Federal Signal (PIPS). The Lower Township Police Department shall be responsible for any repairs not covered by warranty and repairs or maintenance beyond the warranty period. The Cape May County Prosecutor's Office shall be responsible for providing any and all IT support to configure cameras to network.*
8. **USE:** *Both parties agree to comply with Attorney General's Directive 2010-5, which in part states "The 'Attorney General Guidelines for the Use of Automated License Plate Readers and Stored ALPR Data' (dated December 3, 2010) attached to this Directive and incorporated by reference into this Directive are hereby adopted and shall be followed and enforced by all law*

enforcement agencies and officers operating under the authority of the laws of the State of New Jersey."

7. MODIFICATION OR TERMINATION: *This Memorandum of Agree shall not be modified or terminated without the consent of the Cape May County Prosecutor or designee.*



*Robert L. Taylor, Prosecutor
County of Cape May, NJ*



*William Mastriana, Chief
Lower Township Police Department*

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

RESOLUTION # 2013-214

TITLE: **APPROVAL OF PRECIOUS METALS LICENSE**

WHEREAS, application has been made for a Precious Metal License by the following applicant in accordance with Ordinance #2012-14; and

WHEREAS, the applicant has 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 Precious Metal License for the year 2013 be approved and is hereby approved for the following applicant:

J & J Pawn & Consignment Shop 1519 Bayshore Road

I hereby certify the foregoing to be a Resolution adopted by the Township Council on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

Julie Picard

From: Joseph Boyle <boylej@lowertownshippolice.com>
Sent: Friday, July 12, 2013 9:27 AM
To: jpicard@townshipoflower.org
Subject: J&J Pawn

Good morning Julie,

I performed a background check on the applicant Jennifer Cornell regarding her opening a new pawn shop in Lower Township. At this time, I have not found any reason that would prohibit her from dealing with precious metals in our town.

Thank you,

Joe B.

Detective Joseph Boyle #154
Lower Township Police Department
105 Breakwater Rd.
Erma, NJ 08204
Office 609-886-1619 Ext. 107

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

RESOLUTION #2013-215

TITLE: ISSUANCE OF AN ICE CREAM OPERATOR LICENSE FOR THE YEAR 2013

WHEREAS, Jason Brown has submitted an application for an Ice Cream Operators License for the year 2013; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the Clerk be authorized to issue the following operator licenses for the year 2013:

Ice Cream Operator License

Jason Brown

BE IT FURTHER RESOLVED, that anyone selling in conjunction with this license will do so only upon proper application and license approval by the Township.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

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

RESOLUTION #2013-216

**TITLE: RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT
WITH HATCH MOTT MACDONALD WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11 *et seq* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Hatch Mott MacDonald has provided a proposal to complete the professional surveying services required to review the Township's existing Tax Maps and make revisions as noted on the marked up copies the Township provides to Hatch Mott MacDonald; and

WHEREAS, the Township Council desires to approve the Project Proposal and the CFO has certified the availability of funds by her signature in the budget as follows:

Account: 3-01-56-910-227

Signature 
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding be awarded as follows:

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$14,725. for task one (1) and an amount of \$8,475. for task two (2) - making the total amount of the project \$23,200.
2. The Mayor and Clerk are hereby authorized and directed to execute the Project Proposal on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.

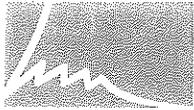
BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper

I hereby certify the foregoing to be an original resolution adopted by the Township at a meeting held on August 5, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

#2013-216



Hatch Mott MacDonald

Hatch Mott MacDonald
833 Rt 9 North
PO Box 373
Cape May Court House, NJ 08210
T 609.465.9377 www.hatchmott.com

July 31, 2013
Via Hand Delivery

Mr. Arthur Amonette, CTA
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Professional Engineering and Surveying Services Proposal
Tax Map Revisions
Township of Lower
Cape May County, New Jersey**

Dear Mr. Amonette:

Please find enclosed herewith our proposal to complete the professional surveying services required to review the Township's existing Tax Maps and make revisions as noted on the marked up copies you provided to Hatch Mott MacDonald.

Hatch Mott MacDonald will make the necessary corrections to the current Township of Lower Tax Maps to address the comments/modifications that were identified on the "mark-up" prints. As requested we have separated our proposal into the following two tasks:

1. This task (Task 1) includes making the required modifications to all tax map elements highlighted on the "mark-up" excluding any condominium elements. We propose to complete the scope of work for Task 1 for the lump sum amount of **\$14,725**. This lump sum cost includes providing the Township with one (1) copy of each tax map sheet that will be revised.
2. This task (Task 2) includes making the required modifications to all condominium elements highlighted on the "mark up." We propose to complete the scope of work for Task 2 for the lump sum amount of **\$8,475**. This lump sum cost includes providing the Township with one (1) copy of each tax map sheet that will be revised.

The lump sum amounts identified above are based on making changes to the areas highlighted on the Tax Map delivered to our office. This scope of services does not include completing any additional corrections not specifically highlighted on the "mark-up." HMM will provide a separate scope of work and cost proposal to cover any additional corrections/modifications not highlighted should they be required.

It is our understanding that any additional information (i.e. filed maps, condominium plans, etc.) that may be required by HMM to complete the revisions will be provided by the Township. All revisions/modifications will be made in accordance with N.J.A.C. 18:23A-1 et seq. and the State of New Jersey "Tax Map Regulations and Standards."



Hatch Mott
MacDonald

Compensation for this project shall be on a lump sum fee basis and shall be invoiced on a percent complete basis. We thank you for the opportunity to provide this scope of work for revising the Township's Tax Maps. Should you have any questions regarding the above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read "Mark R. Sray".

Mark R. Sray PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

cc: Eric C. Betz, PE, BCCE, CME, Vice President, Hatch Mott MacDonald
James K. Walz PLS, Hatch Mott MacDonald

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

RESOLUTION # 2013-217

TITLE: BID ACCEPTANCE AND AWARD FOR TWO (2) 2014 REAR LOADING REFUSE TRUCKS

WHEREAS, The Notice to Bidders #2013-14 for two (2) 2014 Rear Loading Refuse Trucks was advertised on July 3, 2013 and accepted on July 18, 2013 at 11:00 a.m.; and

WHEREAS, One (1) proposal was submitted and reviewed by the QPA, Director of Public Works and Solicitor; and

WHEREAS, the lowest qualified bidder complied with the specifications and supplied all required certifications and bid documents and the CFO has determined sufficient funds are available in the budget as follows:

Appropriation # : C-04-55-410-220 \$225,000.00

C-04-55-414-250 \$167,746.00

CFO Signature:



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the contract for the above is hereby awarded to the lowest qualified responsible bidder as follows:

AWARD TO: Granturk Equipment Co., Inc

TOTAL AWARD: Base Price: 2 Trucks at \$191,383.00 each- Total \$382,766.00

Option A: 1 Dual Rotary cart tipper with bump out kit installed \$9,980.00

Total Bid Award: \$392,746.00

I hereby certify the foregoing Resolution was adopted by the Township Council at a meeting held on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

BID 2013-14 PROPOSAL FORM

2014 or newer (2) Two Rear Loading Refuse Trucks

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

1.0 (2) Two 2014 Rear Loading Refuse Trucks Complete

LEACH 29 YARD 2RIII WITH PETERBILT MODEL 365 TANDEM AXLE
\$191,383.00 PER UNIT X 2 = \$ 382,766.00

Amount in numbers

THREE HUNDRED & EIGHTY TWO THOUSAND, SEVEN HUNDRED & SIXTY SIX DOLLARS & NO CENTS

Amount in words

2.0 Option A:

Dual rotary cart tippers with bump out kit installed:

Unit Price \$9,980.00 EACH X 2 = \$ 19,960.00

Amount in numbers

NINETEEN THOUSAND, NINE HUNDRED & SIXTY DOLLARS & NO CENTS

Amount in words

Delivery must be made within 180 calendar Days from receipt of order.

EXCEPTIONS:

NO EXCEPTIONS TO SPECIFICATIONS BODY AND CHASSIS

SEE CLARIFICATION BELOW REGARDING PENALTY

GRANTURK EQUIPMENT CO., INC.

23-1713450

Company Name

Federal I.D. # or Social Security #

ONE SCHUYLKILL PARKWAY - BLDG B, BRIDGEPORT, PA 19405

Address

X Anne C Ritchie
Signature of Authorized Agent

ANNE C. RITCHIE, PRESIDENT

Type or Print Name

Title: PRESIDENT

610-239-9800

Telephone Number

07/18/13

Date

The Township of Lower reserves the right to reject any or all bids if it deems it in the best public interest to do so.

CLARIFICATION ITEM 14.4 - GRANTURK HEREBY ACCEPTS THE DELAY OF DELIVERY PENALTY AS REQUIRED BY THESE BID SPECIFICATIONS WITH THE UNDERSTANDING THAT SINCE GRANTURK IS NOT THE MANUFACTURER OF THIS EQUIPMENT, WE CANNOT BE HELD RESPONSIBLE FOR DELAYS DUE TO CIRCUMSTANCES BEYOND OUR CONTROL.

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

ORDINANCE #2013-16

TITLE: AN ORDINANCE AMENDING CHAPTER SEVEN ENTITLED "TRAFFIC" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LOWER

BE IT ORDAINED by the Township Council of the Township of Lower that Chapter 7, Traffic, of the General Ordinances of the Township of lower is hereby amended and supplemented as follows:

SECTION 1. Schedule VIII of Section 7.6-2 Stop Intersections is hereby amended to include the following:

STOP INTERSECTIONS

INTERSECTION

Farmstead Avenue & Cape Avenue
Cold Spring Avenue & Cape Avenue
Mayflower Avenue & Cape Avenue

STOP SIGN ON

Farmstead Avenue
Cold Spring Avenue
Mayflower Avenue

SECTION 2. All other Ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

SECTION 3. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 4. This Ordinance shall become effective immediately upon final adoption and publication in accordance with applicable law.

Thomas Conrad, Councilmember

James Neville, Councilmember

Glenn Douglass, Councilmember

Norris Clark, Deputy Mayor

Michael E. Beck, Mayor

Adopted: _____

Attest: _____
Julie A Picard, Township Clerk



LOWER TOWNSHIP POLICE DEPARTMENT

William Mastriana
Chief of Police

CAPTAIN THOMAS BEEBY
Executive Officer

LT. MARTIN BIERSBACH
Administrative Services Commander

LT. PATRICK GREENE
Patrol Bureau Commander

HEADQUARTERS
Cape May County Airport
405 Breakwater Road
Erma, NJ 08204

Office: (609) 886-1619
Fax: (609) 889-6664

July 23, 2013

Julia Pickard, Township Clerk
2600 Bayshore Road
Villas, NJ 08251

Dear Julia:

In response to citizen concern of a lack of stop signs at the intersection of Farmstead Avenue, Mayflower Avenue and Cold Spring Avenue with Cape Avenue, I responded to that area to access the concerns.

I observed that there were no stop signs controlling eastbound traffic at the T intersections of Farmstead, Mayflower and Cold Spring Avenues with Cape Avenue.

I believe that placing stop signs at each of the three intersections, would increase safety for pedestrians, as well as vehicular traffic.

Captain Beeby has been in contact with Gary Douglass. Mr. Douglass does not take exception to the placement of stop signs at those intersections.

Should you have any questions concerning my assessment of the area, please Feel free to contact me.

Thank you,

Lieutenant Patrick Greene
Patrol Bureau Commander

PRG/davm

C file

Julie Picard

From: Gary Douglass <gdouglass@townshipoflower.org>
Sent: Wednesday, July 17, 2013 1:13 PM
To: Julie Picard
Cc: beeby@lowertownshippolice.com
Subject: stop signs

Julie,

I have no issues with the request for stop signs at the T-intersections of Mayflower, Cold Spring and Farmstead.

Gary Douglass

Township of Lower, County of Cape May, State of New Jersey

Ordinance #2013-17

AN ORDINANCE AMENDING CHAPTER 230 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LOWER

WHEREAS, Section 230-11 of the Revised General Ordinances of the Township of Lower requires that there be unobstructed views at street corners; and

WHEREAS, it has brought to the attention of the Township by the Superintendent of the Lower Township Elementary School District that for safety reasons the present Section 230-11 needs to be changed to increase the height restriction for any obstructions at street corners; and

WHEREAS, the Lower Township Police Department has reviewed said request and has concurred with the need for the requested change; and

WHEREAS, the Lower Township Planning Board in its regular meeting dated June 20, 2013 has voted to recommend to Lower Township Council that said Ordinance be modified to increase the required height for unobstructed vision at street corners from eight (8) feet to twelve (12) feet.

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

Section 1. Section 230-11 of the Revised General Ordinance of the Township of Lower is hereby amended as follows:

§230-11 Unobstructed view at corners

No person shall cause, permit or allow any fence, sign, bush, hedge, weeds, brush or tree foliage to obstruct vision over 42 inches or under twelve (12) feet in height as measured from the shoulder of the roadway in a triangular area extending 30 feet from a road, street or highway intersection parallel to the shoulder of each intersecting street, road or highway.

Section 2. The above Section 230-11 Intended to replace and supersede all previous requirements for unobstructed views at street corners.

Section 3. All other Ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Should any section, paragraph, sentence, clause or phrase of this Ordinance be Declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 5. Upon final passage and publication according to law, a copy of the Ordinance shall forthwith be certified by an appropriate officer of the Township of Lower and filed with the Secretary of State.

Section 6. This Ordinance shall take effect twenty (20) days after final passage and Publication as provided by law.

Thomas Conrad, Councilmember

James Neville, Councilmember

Glenn Douglass, Councilmember

Norris Clark, Deputy Mayor

Michael E. Beck, Mayor

Adopted: _____

Attest: _____
Julie A. Picard, Township Clerk



LOWER TOWNSHIP POLICE DEPARTMENT

Brian Q. Marker
Chief of Police

CAPTAIN WILLIAM MASTRIANA
Executive Officer

LT. MARTIN BIERBACH
Administrative Services Commander

LT. THOMAS BEEBY
Patrol Bureau Commander

HEADQUARTERS
Cape May County Airport
405 Breakwater Road
Erma, NJ 08204

Office: (609) 886-1619
Fax: (609) 889-6664

Jun 26, 2013

Julie Pickard, Township Clerk
2600 Bayshore Road
Villas, NJ 08251

Dear Julie:

I have read the attached request to change the "Site Triangle Ordinance" submitted by the Superintendent of the Lower Township Elementary School District, Mr. George Drozdowski. I have viewed the photographs and diagrams with regard to the specifically named intersections that were included with Superintendent Drozdowski's request.

Based on Superintendent Drozdowski's safety concerns for students and bus drivers as well as the public, it is the opinion of the Lower Township Police Department, the "Site Triangle Ordinance" should be changed from its current height requirement of 42 inches to 8 feet of an unobstructed view, to 10 or 12 feet of an unobstructed view.

Sincerely,


Sergeant Patrick Greene
Badge No. 161/LTPD

PRG/davm

C file

TOWNSHIP OF LOWER

2600 Bayshore Road
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

June 21, 2013

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

RE: Lower Township General Ordinance
Subsection 230-11 - Unobstructed
view at corners (enclosed); proposed
height increase for unobstructed
vision from eight (8) feet to 12 feet

Dear Mayor Beck & Council Members:

On June 20, 2013, the Lower Township Planning Board, voted to recommend to Lower Township Council, an increase in the height for unobstructed vision, from the current eight (8) feet to 12 feet.

The vote was taken at a duly constituted regular meeting of the Planning Board, June 20, 2013.

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

Sincerely,

A handwritten signature in black ink, appearing to read "WJG", is written over the typed name.

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

WJG:las

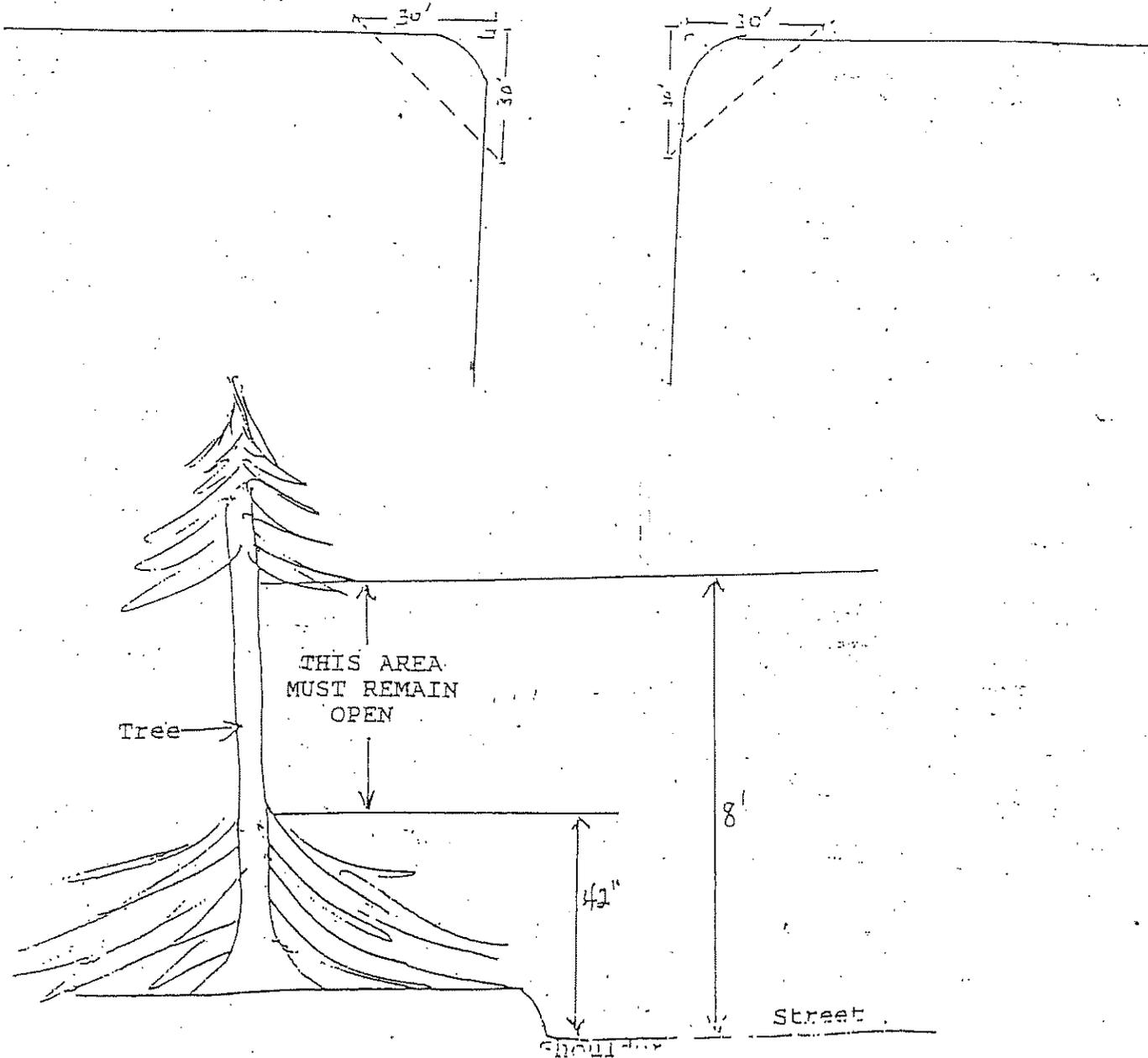
att:1

cc: Michael Voll, Township Manager, w/enc.
Julie Picard, Township Clerk, w/enc.
Planning Board members, w/o enc.

§ 230-11. Unobstructed view at corners.

No person shall cause, permit or allow any fence, sign, bush, hedge, weeds, brush or tree foliage to obstruct vision over 42 inches or under eight feet in height as measured from the shoulder of the roadway in a triangular area extending 30 feet from a road, street or highway intersection parallel to the shoulder of each intersecting street, road or highway.

CAUTION: THIS SECTION IS APPLICABLE TO LOCAL - LOCAL INTERSECTIONS ONLY.



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

RESOLUTION # 2013-218

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Amount</u>
Douglass Landscaping	13-00954	Landscaping Payment # 6	\$5,192.50

Total Bill List **\$5,192.50**

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 5, 2013.

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						

RESOLUTION #2013-219

TITLE: RESOLUTION AWARDING COMMERCIAL UTILITY CONSULTANT AS ENERGY CONSULTANT IN CONNECTION WITH AN ENERGY AGGREGATION PROGRAM

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric utility market; and

WHEREAS, the establishment of a government aggregator and an energy aggregation program to purchase electric generation service pursuant to *N.J.S.A. 48:3-93.1 et seq.* will increase competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing an interruption in service; and

WHEREAS, under the energy aggregation process the residential and non-residential ratepayers may have the opportunity to receive a direct reduction in their electric bills; and

WHEREAS, the realization of energy costs savings is in the interests of the health, safety and welfare of the residents of the Township of Lower ("Township of Lower"); and

WHEREAS, the Township of Lower received proposals from approved New Jersey State Division's E-Procurement Pilot program suppliers (authorized under P.L. 2001, c. 30) to assist the Township of Lower in its energy aggregation program; and

WHEREAS, the Township of Lower received (3) three proposals to provide such services; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.1 et seq.*, the Township of Lower assigned an Evaluation Committee to thoroughly evaluate the proposals based on vendor experience and qualifications, cost savings, technical evaluations and other criteria; and

WHEREAS, the Township of Lower hereby finds that it is in the best interests of residential and non-residential electric and gas ratepayers of the Township to: (i) create the opportunity for them to enter into an aggregation agreement in order to seek substantial savings on electric; and (ii) accept the qualifications of the selected vendor; and

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

1- The Township of Lower publicly declares its intent to become an aggregator of electric power on behalf of its residential and non-residential users of electricity and pursuant to the Government Energy Act of 2003, *N.J.S.A. 48:3-93.1 et seq.*

2- The Township of Lower hereby appoints Commercial Utility Consultants ("CUC") to assist the Township of Lower with its energy aggregation program pursuant to the New Jersey E-PROCUREMENT Pilot program (P.L. 2001, c.30) under the New Jersey Department of Community Affairs.

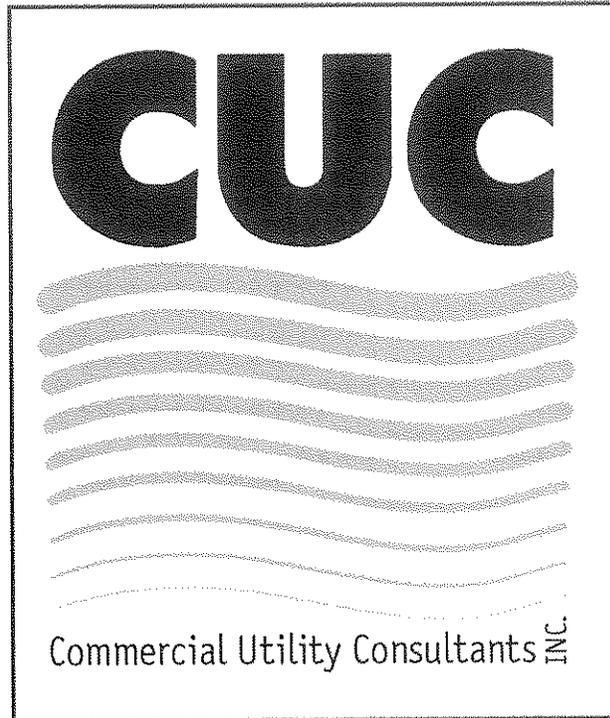
3- The Township of Lower is hereby authorized to execute a "Government Aggregation Agreement" (Attached as "Exhibit A – Government Aggregation Agreement") with Commercial Utility Consultants. This agreement defines the specific responsibilities of CUC for the Township of Lower within the Energy Aggregation Program.

4- The Mayor and Municipal Clerk are hereby authorized and directed to execute, on behalf of the Township of Lower, any documents necessary to carry out the purpose of this Resolution.

I hereby certify the foregoing to be a Resolution adopted by Council at a meeting held August 5, 2013.

Julie a Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						



Government Aggregation Agreement

CUC and Township of Lower

Date of Agreement: _____

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AGREEMENT

This Agreement is entered into as of _____ ("Effective Date") between Commercial Utility Consultants, Inc. (CUC) with headquarter offices at 1556 McDaniel Drive, West Chester PA, and the Township of Lower with offices at 2600 Bayshore Road – Villas, NJ 08251("Customer")

1. Engagement

CUC has been retained by Customer to provide energy management and aggregation consulting services, including procurement services for the supply of energy and related services, including but not limited to, electricity. Subject to the terms and conditions of this Agreement, Customer hereby engages CUC to provide the energy management and aggregation services, as further described options on Schedule 1, for the accounts and/or facilities listed in separate Letter(s) of Authorization (LOA's) signed and submitted by Customer in the form attached hereto as Schedule 2.

2. Nature of Relationship

All Services performed by CUC on behalf of Customer shall be as an independent contractor and not as an agent or employee of Customer. It is the intention of the parties that no employer/employee, partnership, joint venture, or other similar relationship is created hereby. CUC shall have no authority to bind Customer to any commitment, contractual or otherwise.

3. Compensation

There will be no fees or other charges from CUC to Customer for the Services in connection with this Agreement unless otherwise set forth herein or agreed to in writing. CUC agrees it will look solely for compensation from the supplier, if any, that Customer contracts with for the supply of energy and/or energy related services to the accounts listed in the applicable LOA. CUC will seek compensation from supplier outlined on schedule 1.

4. Term and Termination

This Agreement shall continue for a term of two years beginning on the Effective Date of this Agreement first set forth above and thereafter on a year-to-year basis until terminated by either party upon not less than sixty (60) days written notice prior to the then current term.

Notwithstanding the foregoing, if Customer contracts for the supply of energy and/or energy



related services the term of this Agreement shall be extended through the expiration date of the last supply contract for each applicable account. In the event a Customer transaction has extended the term of this Agreement for any specific account as described above, such termination will take effect at the expiration of the last supply contract for such account.

5. Confidentiality

Both Customer and CUC agree that information exchanged between the parties, and not publicly available, shall be deemed proprietary to the disclosing party and shall not be divulged to anyone, other than suppliers participating in the energy or energy related services solicitation or CUC licensor, without written authorization from the disclosing party, with the exception of Aggregate Information gathered by CUC in the course of its operation. "Aggregate Information" is information that describes the habits, pricing data, usage patterns and/or demographics of Customer and other users as a group but does not reveal Customer's identity.

6. Use of Procurement Platform

CUC hereby grants to Customer, for the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable license to access and use its online procurement system and related documentation ("Procurement Platform") solely for internal use. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, decompile, create derivative works from, transfer, or sell any software, products or services obtained from the website of the Procurement Platform.

7. Indicative and Executable Events

Customer agrees that for the accounts listed in the LOA that use an Indicative and Executable auctions, an "Indicative event" is to request pricing for Customer's energy procurement needs and allow suppliers to pull data and send market pricing. An "Executable event" is a supplier's executable response of price, contract and/or terms and conditions of sale. When a supplier provides an executable offer to the Customer for its energy requirements, supplier retains the right to alter or withdraw its offer any time prior to its acceptance by Customer. By accepting an executable offer, Customer acknowledges that, once accepted by Customer on CUC's auction system, the accepted offer immediately constitutes a binding contractual agreement containing the designated contractual terms and conditions, together with the other terms contained in the offer, agreed to by both Customer and supplier. No additional changes to price, term, contract language, etc. will or can be made without written consent of all parties. Any hard copy contracts or signature pages that follow between supplier and Customer are done so only as a formality. If a dispute arises between the Customer and supplier, CUC will provide data to support the events that actually occurred.



8. Warranty and Disclaimer

CUC AND ITS SUPPLIERS AND LICENSORS MAKES NO WARRANTY WHATSOEVER AS TO THE PROCUREMENT PLATFORM, THE ACCURACY OF SUPPLIER INFORMATION, THE RELIABILITY OF ANY SUPPLIER, OR ANY SERVICES OR PRODUCTS PROVIDED BY CUC HEREUNDER, EXPRESS OR IMPLIED. CUC AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL CUC OR ITS SUPPLIERS' OR LICENSORS' LIABILITY ARISING HEREUNDER EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY COLLECTED BY CUC WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT, AND (II) ONE THOUSAND U.S. DOLLARS (\$1,000).

10. Limitation of Damages

IN NO EVENT SHALL CUC, ITS SUPPLIERS OR LICENSORS OR THEIR RESPECTIVE OFFICERS, AFFILIATES, EMPLOYEES AND AGENTS BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF CUC OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment

Customer shall not assign all or any portion of its rights, or delegate all or any portion of its duties under this Agreement without obtaining the prior written consent of CUC. Any assignment without such consent shall be null and void and no such assignment shall relieve Customer of any of its obligations or duties under this Agreement.

12. Governing Law



The validity, construction, and enforcement of this Agreement shall be governed by and construed, and enforced in accordance with the laws of the State of New Jersey, and the venue for any action brought hereunder shall be located in the State of New Jersey.

13. Entire Agreement

This Agreement and any schedules hereto constitute the entire agreement between the parties hereto. This Agreement shall not be modified in any manner, except by an instrument in writing, executed by both parties hereto.

14. CUC Indemnity

CUC shall hold the Township harmless and indemnify the Township with regard to any obligations which CUC fails to perform or improperly performs pursuant to the Electric Distribution Company Aggregation Agreement executed by the Township, CUC and relevant local distribution company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Commercial Utility Consultants, Inc.

Township of Lower

By: _____

By: _____

Print name: Nicholas J. Reynolds

Print name: Michael Beck

Title: COO

Title: Mayor

Date: _____

Date: _____

By: _____

Print name: Julie Picard

Title: Township Clerk

Date: _____



SCHEDULE 1 - ENERGY MANAGEMENT SERVICES

RESIDENTIAL OPT OUT PROCESS: OPTION 2 - A

Once ordinance is passed by the participating government agency, CUC will:

1. CUC will provide E-procurement waiver to DCA
2. CUC will send a copy of the ordinance to each Local Distribution Company (LDC) that serves the geographic area governed by the municipality or county (NJ.A.C. 14:4-6.6a).
3. CUC will provide LDC agreement that must be executed between the governing body and each LDC that serves customers in the area (NJ.A.C. 14:4-6.6)
4. CUC will Request all eligible customers from local utility prior to indicative auction round. (NJ.A.C. 14:4-6.6f).
5. **(First Mailer) Upon selection CUC will develop an 8 ½” x 11” color mailing to residents as part of the outreach program. The Township Council must approve contents prior to mailing.** CUC will pay for postage and mail to all eligible residents.
6. CUC will provide request for pricing (RFP) documents to the BPU and to the Rate Counsel as defined in N.J.A.C 14:3-1.1 for their comment prior to indicative auction round.
7. CUC will send BPU and Rate Counsel approved RFP to all licensed suppliers in New Jersey.
8. CUC will conduct an indicative event energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).
9. CUC will present the government agency, pricing and agreements from suppliers of indicative event (NJ.A.C. 14:4-6.8 g 1 & 2)
10. CUC will provide governing body a BPU approved draft letter with opt out option and indicative round winning supplier price.
11. CUC will obtain signed draft letter of **second** mailing from governing body. Letter must be on letterhead and also signed by a government official. Letter will include indicative event price and opt out options (Opt out options will include a call center 800#, njaggregation.org website, email address, and postcard with paid postage). CUC will pay for postage and mail to all eligible residents.
12. CUC will provide each eligible customer the **SECOND** written notice of the aggregation program (letter and paid postage return postcard). Indicative event winning supplier price will be included.



13. CUC will pay for and coordinate PR for municipality and place in select media outlets for program outreach events and news.
14. CUC will make presentations to community to educate them on program during opt out/outreach period. Outreach will include town hall meetings, radio ads, and news releases, etc.
15. CUC will pay for and maintain toll free call center for customer support during duration of program and contract terms.
16. CUC will maintain informational website and governing body will have login portal with secure access
17. CUC will maintain opt out data base and governing body will have login portal with secure access
18. At expiration of OPT OUT period CUC will conduct an executable auction event with all suppliers licensed in New Jersey per the BPU.
19. CUC will present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. (NJ.A.C. 14:4-6.8 g 1 & 2)
20. CUC will provide a copy of the draft contract from winning supplier to the BPU and Rate Counsel for their comment (14:4-6.6)
21. CUC will inform the LDC once contract is executed between both the government agency and the winning supplier, (NJ.A.C. 14:4-6.6)
22. CUC will facilitate a **THIRD letter** with winning supplier information to each participating customer. The letter will include information of winning supplier, along with the price and terms of the agreement (14:4-6.6).
23. CUC will facilitate with LDC a **FOURTH and final** letter to residents letting them know when the switch date will be.
24. Service to all customers will begin promptly at the next meter read date following the execution of all agreements. (NJ.A.C. 14:4-6.5 p)
25. CUC will provide monthly realized program savings and government agency will have full access and login to data.
26. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process prior to winning contract end date per energy market conditions.
27. CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, Township of Lower and Commercial Utility Consultants, LLC. In this



regard, when any section of such aggregation agreement refers to a responsibility that is potentially a joint responsibility of Township of Lower and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the Township of Lower relative to same. However, the above notwithstanding, if the obligation can only be performed by the Township of Lower, given its status as a governmental unit, then in such event CUC shall promptly provide the Township of Lower with written notice of such requirement. The Township of Lower shall perform same within a reasonable time after receipt of such notice.



COMMERCIAL OPT IN PROCESS - OPTION 2 - A

After ordinance or resolution is passed by the participating government agency

1. CUC will send a copy of the ordinance or resolution to each Local Distribution Company (LDC) that serves the geographic area governed by the municipality or county (NJ.A.C. 14:4-6)
2. CUC will request from LDC all eligible customers for OPT IN options. (NJ.A.C. 14:4-6.6f).
3. CUC will provide a draft letter with OPT IN options for signature
4. CUC will obtain signed draft letter of first mailing from governing body. Letter must be on letterhead and also signed by a government official. Letter will include executable event price and opt in options (Opt in options will include a call center 800#, njaggregation.org website, email address, and postcard with paid postage). CUC will pay for postage and mail to all eligible residents.
5. CUC will pay for and provide each eligible customer written notice of the aggregation program (letter and postcard) (NJ.A.C. 14:4-6.6).
6. At expiration of OPT IN period CUC will conduct an energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).
7. CUC will present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. (NJ.A.C. 14:4-6.8 g 1 & 2)
8. CUC will provide a copy of the draft contract from winning supplier to the BPU and Rate Counsel for their comment (14:4-6.6)
9. CUC will inform the LDC once contract is executed between the government agency and the winning supplier, (NJ.A.C. 14:4-6.6)
10. CUC will facilitate contract execution between both the government agency and the winning supplier in the aggregation program.
11. CUC will then inform the LDC of the winning supplier (NJ.A.C. 14:4-6.6)
12. CUC will collaborate with winning supplier to provide each eligible customer a second letter. The letter will include information of winning supplier, along with the price and terms of the agreement (14:4-6.6) Attached copy of and Terms and Conditions



13. CUC will facilitate local LDC to send a third and final letter to property owners letting them know when the switch date will be.
14. CUC will facilitate with winning supplier and LDC service to all customers will begin promptly at the next meter read date following the execution of all agreements. (NJ.A.C. 14:4-6.5 p)
15. CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process 4 months prior to TPS contract end date.
16. CUC will perform all obligations set forth in any aggregation agreement made by and between the LDC, Township of Lower and Commercial Utility Consultants, LLC. In this regard, when any section of such aggregation agreement refers to a responsibility that is potentially a joint responsibility of Township of Lower and/or CUC, then, with regard to such item, CUC agrees to perform said obligations and to indemnify and hold harmless the Township of Lower relative to same. However, the above notwithstanding, if the obligation can only be performed by the Township of Lower, given its status as a governmental unit, then in such event CUC shall promptly provide the Township of Lower with written notice of such requirement. The Township of Lower shall perform same within a reasonable time after receipt of such notice.

CUC fee \$0.00275/KWH



ORDINANCE #2013-18

Title: AN ORDINANCE FOR THE TOWNSHIP OF LOWER TO ESTABLISH AN ENERGY AGGREGATION PROGRAM

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric utility market; and

WHEREAS, the establishment of a government aggregator and an energy aggregation program to purchase electric generation service and pursuant to N.J.S.A. 48:3-93.1 et seq. will increase competition for the provision of electric power to residential and non-residential users, thereby increasing the likelihood of lower electric rates for these users without causing any interruption in service; and

WHEREAS, under the aggregation process the residential and non-residential ratepayers may likely receive a direct reduction in their electric bills; and

WHEREAS, the realization of energy costs savings is in the interests of the health, safety and welfare of the residents of the Township of Lower (the "Township"); and

WHEREAS, the Township hereby finds that it is in the best interests of residential and non-residential electric ratepayers for the Township to create the opportunity for them to enter into an aggregation agreement in order to seek substantial savings on electric; and

NOW, THEREFORE BE IT ORDAINED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, duly assembled in public session, as follows:

- 1- The Township publicly declares its intent to become an aggregator of electric power on behalf of its residential and non-residential users of electricity pursuant to the Government Energy Act of 2003, N.J.S.A. 48:3-91.3 to -98, and implementing regulations.
- 2- The Township will utilize Commercial Utility Consultants' Reverse Energy Auction Platform pursuant to the NJ E-PROCUREMENT Pilot program (P.L. 2001, c.30) under the NJ Department of Community Affairs. The Reverse Energy auction will seek bids from licensed and appropriate third party suppliers. If such winning bid is selected and agreement executed, individual residential consumers would retain the option not to participate and to choose any alternatives they desire, while non-residential ratepayers would also have the right to participate.
- 3- The Mayor and Township Clerk are hereby authorized and directed to execute any documents necessary to carry out the purpose of the Ordinance.
- 4- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 5- If any portion of this ordinance shall be deemed invalid by any court of competent jurisdiction, the remainder shall survive in full force and effect.

6- This ordinance shall be effective immediately upon adoption and publication in accordance with law.

Tom Conrad, Councilman

James Neville, Councilman

Glenn Douglass, Councilman

Norris Clark, Deputy Mayor

Michael Beck, Mayor

Adopted: _____

Attest: _____
Julie A Picard, Township Clerk



**Lower Township Police Department
Monthly Activity Report**

2013

	June	Total:
General Complaints and Service Calls	3893	22000
Emergency Medical Calls with L. T. Rescue	204	1048
Fire Alarm Call Outs (Total)	44	241
Villas Fire Company	17	85
Town Bank Fire Company	15	111
Erma Fire Company	12	55
Assaults	2	29
Robbery	0	1
Domestic Violence Complaints	36	194
Domestic Violence with Assaults	9	38
Motor Vehicle Accidents	65	236
Traffic Warnings	19	189
Traffic Summons	199	1093
Motor Vehicle Stops	610	3291
Local Ordinance Warnings	1	7
Local Ordinance Complaints	1	23
Assaults on Police Officers (UCR Report Return "A")	1	6
Residential and Commercial Alarm Calls	71	334
Property Checks	1283	7769
Death Investigations	1	24
Burglaries	7	29
Thefts	40	175
Criminal Mischief Complaints	19	193
Disorderly Conduct Complaints	79	413
Animal Control Complaints	221	1171
Adult Arrests (UCR Report Return "A")	59	272
Juvenile Arrests (UCR Report Return "A")	7	45
D.W.I. Arrests (UCR Report JV & Adult Arrests Combined)	10	35
Drug Possession Arrests (UCR Report JV & Adult Arrests Combined)	14	40
Investigation Reports Completed	94	551
Supplemental Investigation Reports Completed	37	222
Total Value Property Stolen (UCR Report Return "A")	\$36,296.00	\$181,524.00
Total Value Property Recovered (UCR Report Return "A")	\$1,397.00	\$16,791.00



**Lower Township Police Department
Monthly Activity Report**

2013

	June	Total:
Man Power Loss in Hours		
Union	0	0
Suspended	240	1548
Vacation	1136	4834
Personal	155	425
Comp Hours	0	57
Sick Hours	24	1297
Injury Hours	246	582
Training Hours	652	2816
Military Training	108	348
Police Department Overtime in Hours		
Operations Overtime	391.5	1121.25
Operations Comp Time	68.75	569.5
Investigation Division Overtime	48.5	187.15
Investigation Division Comp Time	2	37
Court Overtime	9	123.25
Court Comp Time	8	23
Holiday Overtime	10	528.75
Holiday Comp Time	6	125
Government/Grant Funding Overtime in Hours		0
Click It or Ticket	0	127
Cops n Shops	0	0
JV Curfew	0	0
DWI Patrol	0	0
Other	68	72
Private Funding Overtime in Hours		
Special Detail	0	41

Prepared by:

Chief William Mastriano

Date:

William Mastriano
7/16/13

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

RESOLUTION # 2013-220

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 of 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.

_____ (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.

_____ (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 August 5, 2013 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 a resolution adopted by the Township Council on August 5, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
DOUGLASS						
CLARK						
BECK						