

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

September 16, 2013, 2013 - 6:00 P.M.

Meeting called to order.

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

Work Session

Proclamation - Constitution Week
Presentation to: Diana DeNote - Retirement
Judy Gillis - Certificate of Appreciation

Discussion on Aerobic Contest

Economic Development Advisory Board - Presentation

Consent Agenda

Approval of Minutes September 4, 2013
Res. #2013-247 Payment of Vouchers \$3,565,953.19
Res. #2013-248 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (\$725 award from insurance fund - EPL training)
Res. #2013-249 Amending Resolution #2013-16, The Cash Management Plan (insertion of Fund Balance Policy required by Best Practices Inventory)
Res. #2013-250 Approval of Alcoholic Beverage Control License - Person To Person, Place To Place - Expansion of License Premises - License #0505-36-014-004, T/A Hotel Icona/Coastal Blue Restaurant (from Achristavest Pier 6600 to Icona- adding additional restaurant)
Res. #2013-251 Resolution Approving Interlocal Services Agreement Between the Township of Lower and Lower Cape May Regional School District (School Resource Officer - 3 years \$226,374.84)
Res. #2013-252 Resolution Approving An Interlocal Services Agreement Between the Township of Lower and the Lower Township Board of Education (School Resource Officer 18 months\$110,371.36)
Res. #2013-253 Drunk Driving Enforcement Fund Application \$6,121.42 (app to NJ Dept of Law & Public Safety for grant to subsidize overtime)
Res. #2013-254 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$6,121.42 Drunk Driving Enforcement Fund)
Res. #2013-255 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$5,000 Emergency Management Assistance from Cape May County)
Res. #2013-256 Authorizing the Refund of Taxes (3 properties paid twice \$2,333.28)
Res. #2013-257 Resolution Affirming the Review and Final Approval of the Application and Purchase of the Development Easement on Slamb Farm (653 Route 9, BI 510/L4.02,4.04 & 22 12.74 acres - Cape May County Open Space & Farmland Preservation)
Res. #2013-258 Approval of Wizards Festival of Fun Events Ferry Merry Christmas December 22, 2013 and New Year Eve Celebration December 31, 2013 (\$4,235. Ferry Merry Christmas at DRBA terminal & \$2,650 New Years Eve Event at Rec center)
Ord. #2013-19 An Ordinance Amending Chapter 441 Entitled "Noise" of the Revised General Ordinances of the Township of Lower (amending to reflect loading and unloading not be allowed between the hours of 10p.m. and 8a.m. seven days a week) 1st reading - 2nd reading & public hearing Oct 4, 2013
Ord. #2013-20 An Ordinance Amending Ordinance #2012-01; An Ordinance Amending Chapter 3, Administration of Government of the Codes of the Township of Lower (adding required elected officials training) 1st reading - 2nd reading and public hearing Oct 4, 2013.

Regular Agenda

Administrative Reports

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

Council Comments

Call to the Public

Closed Session

Res. #2013-259

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. - Contract Negotiation Updates - AFSCME Rec Aids

Return to Open Session

Res. #2013-260

A Resolution to Ratify the Collective Bargaining Agreement Between Lower Township and the Lower Township Recreation Aids Association - Local #3779B, AFSCME District Council #71, AFL-CIO(Rec Aides 2012-2016)

Adjournment

PUBLIC INFORMATION

ANNUAL DOG LICENSES DUE. Any dog over 6 months, must be licensed. Proof of rabies vaccination required. If spayed/neutered, vet certificate required. LATE FEE DUE

YARD SALE LICENSES - Required for all yard, sales, attic sales, garage sales etc. Permit fee \$5.00 for two consecutive days and choice of rain date. Three permits permitted per year to a residence/person.

ALL RENTAL PROPERTIES REQUIRE LICENSE - All rentals, commercial or residential, whether yearly, seasonal or weekly require a mercantile license. Fire Inspection Required. R.E. Taxes must be current. Residential rental properties owners may be subject to license revocation for actions of their tenants. Detailed info and applications available in the Clerk's Office or by calling 886-2005.

AEROBATIC CONTEST

MAY 7, 2012

To: IAC Headquarters

From: Doug Bartlett, IAC President

Subj: Wildwood, New Jersey aerobatic contest site (KWWD), visit to and review of

On May 4, 2012 Doug Lovell (Northeastern Regional Director) and I travelled to Wildwood, New Jersey to view a potential contest site for the World Aerobatic Championships 2013 to be hosted in the United States in early October 2013. Wildwood has successfully held a regional contest for the past several years and has been well received as a contest site.

This site was viewed to determine the following items:

Can an appropriate aerobatic box, including boundaries and judges location, be established and properly marked?

Is the airport infrastructure sufficient enough to support a world championship contest?

Do the local communities support the hosting of a world level contest?

Is the local community infrastructure sufficient to support a world championship contest?

Aerobatic Box, Boundaries and Judges Location

This airport is located on the very southern tip of New Jersey. The peninsula at this point is about 7 miles wide with the Atlantic Ocean on the east and the Delaware Bay on the west. The surrounding land is not laid out on a grid. The horizon on all side except the north is open water. This leaves the pilot with two options: become very familiar with the local features surrounding the box or fly using the box markers. Due to the nature of this aerobatic box, complete and accurate marking of the box is important.

The airport has two active runways 01/19 and 10/28. Both runways are paved 5,000 x 150 foot and are in good condition. The WAC aerobatic box would be located north of and adjacent to runway 10/28 and roughly centered (slightly to the west) of runway 01/19. The box is over the north part of the airport which is about 75% open land and 25% wooded.

From engineering drawing provided, it appears the northwestern "L" and eastern "T" would be located over trees. There is a possibility the western "T" may also be located over trees. Several of the X-axis dashes would be located over the trees. All other marking will be on the ground. The airport engineers have indicated they would place the proper markings above the tree lines for the contest. It is my opinion that this is possible and probable but the cost is unknown at this time. This has been done in WACs held in Europe and would not be an issue per my conversation with Mike Heuer, CIVA President.

Boundary judges locations in the northeast, southeast and southwest appear to be no issue. The boundary judge location on the northwest corner is not practical as it is in the middle of a wooded section. The western boundary would have to be viewed from the southwest or on the western boundary, as these are the only reasonable areas to establish a good line of sight. A discussion with Mike Heuer has identified this as an issue. All boundaries must be guarded by the two adjacent and opposite corner judges or other approved of method. If one boundary is not guarded, no boundaries are guarded. Guarding no boundaries is an option, and this has been done in WACs held in Europe in the past.

The grading judges position would be located between the 01/19 runway and the taxiway to the west in a grassy area sufficient in size to contain the required staff. The judges would be looking to the north and there should be no issue with looking into the sun. It is also possible to locate the judges on runway 01/19 in the event heavy rain makes the grass unusable. The judge's location is within a short walk to a support facility that has a small diner.

There is a local road that passes through the northern edge of the aerobatic box. The township has approved this road to be closed when the box is in use for the contest. During practice prior to the contest a 500-foot minimum would be observed. There is also a "self storage" facility located on the northeastern corner of the aerobatic box and is within 500 feet of the eastern edge of the box. This facility, in my opinion, would also have to be closed when the box is in use. The local officials indicated both of these issues could be handled in an appropriate manner and would not hinder the contest.

When departing the airport, I had an opportunity to view the box from the air. The orientation of the box is obvious by not only the box markings but by the two large crossing runways that are aligned with the box. It is my opinion that the box, with proper marking, is suitable for the WAC.

The Airport

Wildwood Airport (KWWD) is at an elevation of 22 feet and is one of the highest points in the county. Naval Air Station Wildwood is located on the airport and is a museum facility with a huge hanger and many aircraft/museum displays. There are other hangers of size on the airport for storage of competition aircraft. This is not an issue.

There is a self-serve fuel facility on the field. At this time there is not an operating FBO but one is expected to start operations in June of this year. The airport has indicated they would have a fuel truck available for the event and an active FBO may be established by that time. It is my best guess that there are about 50 active aircraft on the field currently. There is no maintenance facility currently on this airport but the startup of the FBO will change this. Per my conversation with Mike Heuer, the lack of an FBO or maintenance facility is not an issue as the WAC has been held at facilities without an FBO or maintenance facility in the past.

The ramp area is very large but the layout would easily support the operations and control of a large contest. EMT services are located on the airport. A volunteer fire department is also located on the airport.

It is my opinion that this airport is suitable to hold the WAC.

Local Community Support

I met with well over a dozen local government officials and/or commerce committee members. Everyone showed a sincere interest in supporting the contest. Engineering drawings of the box area were prepared ahead of time and displayed during the visit. Individuals were waiting to meet us at every stop and were aware of who we were and why we were visiting.

It is my opinion that the support the organizers of the WAC would receive from the local community would be tremendous and suitable to hold the WAC.

Local Infrastructure Support

The Wildwood/Cape May area is a tourist and recreational location. The facilities that are within several miles of the airport are not only sufficient to support the event, they are extraordinary. Facilities large enough to hold opening and closing ceremonies are available within a few miles of the airport to include the Cape May/Lewes Ferry Terminal and the Wildwood Convention Center both of which I toured. The airport itself has indoor and outdoor facilities large enough to host these ceremonies.

The Wildwood Boardwalk is along the Atlantic Ocean only 5 miles from the airport. There are numerous hotels, restaurants, and activities in this area. It should be noted that many of the hotels are high quality independent resort hotels. The restaurants are also high quality locations providing guests with a unique local dining experience. Atlantic City is about a 45-minute drive to the north along the coast and is a gambling center hosting another level of hotels, restaurants, etc.

Rental car facilities are available at both the Wildwood Airport and in town. No public transportation to and from the airport is available.

The Philadelphia and Newark airports are the best large airports servicing the area. However, Baltimore Washington International (BWI), Reagan and Dulles (Washington D.C.), and JFK in New York can also be used. Shipping ports in Delaware, Port of Wilmington and New York provide ample entry ports for the shipping of aircraft.

Wildwood is located in an advantageous location along the eastern seaboard. It is within a one-day drive from New York City to Richmond, Virginia giving guests a huge choice of activities prior to, during, and after the aerobatic event.

It is my opinion the local infrastructure is capable of supporting the WAC. Further, it is an extraordinary area capable of providing a unique experience to the pilots and guests.

Additional Information

The weather conditions in the Wildwood area would support a major competition. The temperatures are cool and the rainfall is moderate. The trade winds are average and out of the west.

The date of the WAC 2013 is in early October. This timing is after the main summer season and prior to and/or overlaps a Columbus Weekend event. This time is favorable as the level of visitors is low.

CONCLUSION

It is my opinion Wildwood, New Jersey is an acceptable location to hold the WAC 2013. Further, it should be noted that this location is also capable of hosting any IAC competition including the U.S. National Championships.

Regular & Work Session Meeting Minutes - May 7, 2012

The regular meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on May 7, 2012 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Assistant 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 Assistant Clerk:

Councilmember Thomas Conrad
Councilmember Walt Craig
Councilmember Glenn Douglass
Deputy Mayor Kevin Lare
Mayor Michael Beck

Also present: Township Solicitor Michael Donohue and Municipal Clerk Claudia Kammer

Proclamation - Jeans for Troops - May 24, 2012

Mayor Beck read a proclamation proclaiming May 24, 2012 as "Jeans For Troops" day in Lower Township. An employee can donate \$5.00 and be able to wear jeans to work on that day. All proceeds go towards the G.I. Go Fund which assists veterans with identifying and providing a clear path for obtaining all available Federal, State and Local benefits.



Work Session

Will Morey, World Aerobatic Championship proposal

Freeholder Will Morey addressed Council and requested Council's support on hosting the World Aerobatic Championship at the Cape May County Airport located in Lower Township. Mr. Morey stated that as of three (3) weeks ago, the contest was headed to Nevada. This is a contest where the worlds best pilots compete. The United States sees this contest once every ten (10) years and he was contacted to see if the County would be interested in sponsoring the event. The Delaware River and Bay Authority has been doing a lot of work at the airport recently and Mr. Morey stated he believes the contest could be promoted and add a lot of prestige to Lower Township. Mr. Morey is asking for Lower Township Council to officially support the event. He stated that the event has the County, Delaware River and Bay Authority (DRBA) Cape May County and Township Chamber of Commerce's support. Mr. Morey stated that the president of the committee came down on Friday to view the area and was very impressed with what he saw. Mr. Morey explained that the competition is about 12 minutes long during which time a pilot must locate and perform within a 1000 meter cube. The event is scheduled for October 9th thru 21st, 2013 which will have 60 aircrafts representing 10 to 15 countries. Mr. Morey stated the last weekend of the event proves to be a great opportunity for the public to view the free style competitions. Mr. Morey expressed what a great opportunity this would be to shed a good light on the community and the region and would like to promote the event over the next 15 months. Mr. Morey stated clearly, there would be noise, but it would be manageable. In addition, the U.S. Team would come 3 or 4 times for a day to practice on the field. Mr. Morey stated that currently we are in competition with Texas to host the event.

Regular & Work Session Meeting Minutes - May 7, 2012

Councilmember Conrad stated there would be a lot of Europeans in the competition, and their planes would be quieter. The competition would be from 9am to 4 pm and this contest would consist of a lot less pilots than the Acroblast competition. He stated this event would be a wonderful opportunity for the area and could bring positive attention to Lower Township.

Councilmember Craig stated the Acroblast competitions have been very successful and believes hosting this event will draw attention to the airport and believes it is a great idea.

Mr. Morey stated he has had great conversations with the DRBA and they have been very responsive. He also stated that there would be some road closures during the contest which would impact Fulling Mill Road, but only for 5 minutes or so at a time during the competition. Councilmember Conrad stated that no acrobatic flying would be done over any residential areas.

Councilmember Douglass stated he believes this would be an outstanding event for the region and stated he had attended the Acroblast in the past. He agreed this would be a great opportunity for the Chamber as well.

Deputy Mayor Lare reiterated that this is a great opportunity for Lower Township and we should support the effort to have the event here and requested that the Chief of Police and fire personnel be included in the event planning as it gets closer.

Mayor Beck stated that closing a portion of Fulling Mill Road may require the County's approval as it is a county road and also, part of the road is in Middle Township. The Mayor emphasized that although it will be a minor inconvenience, the plus is so great. Mayor Beck stated that this Council is on board and thanked Mr. Morey.

Recommendations to change certain provisions of Chapter 529, Secondhand Merchants & Dealers of Precious Metals.

Mayor Beck stated there are a lot of proposed changes and suggested meeting with the Solicitor Donohue, Chief Marker and another Councilmember to go over all the changes and bring it back to Council. Councilmember Conrad suggested Councilmember Craig meet with them. Mayor Beck stated the Township is starting to see a lot of gold dealers pop up and the Ordinance needs to be reviewed. Council agreed to a meeting with the above mentioned participants prior to the Ordinance coming before Council.

Review of Consent & Regular Agenda Items

Consent Agenda

Approval of Minutes	April 16, 2012
Membership Applic.	NJ State Fireman's Association - Michael Raspa & Ryan Toler for Erma Volunteer Fire Co.
Res. #2012-114	Appointing Contact Persons for the Employment Practices Liability Helpline at Atlantic County Municipal Joint Insurance Fund (Annual resolution)

COUNCIL MEETING MINUTES – SEPTEMBER 4, 2013

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on September 4, 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
Deputy Mayor Clark
Mayor Michael Beck

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

Work Session

Francis Campbell, Esquire - School Funding Issue

Solicitor Sandman was asked by Mayor and Council to locate a professional to help with our fight against Cape May's attempt to alter the funding formula of the regional school district. Francis Campbell came highly recommended and has a long history working in this form of law. He represented Berkely Township in their fight against Seaside Park's attempt to withdrawal from their regional school district, a case almost identical to ours. Sandman happily announced that Seaside Park was soundly defeated on all accounts in that case. He invited Mr. Campbell here to present the facts as objectively as possible, and to send the message to Cape May that although relief has been sought, it has never been granted and the battle could be long and costly.

Mr. Campbell informed of his position as former general counsel of the New Jersey School Boards Association and stated that his current firm has been representing school boards for some time. He spoke at length about the funding formula and equalized property value. He affirmed that there is nothing unfair about this system and that Cape May is wrong to say that the cost is per pupil when the truth is it's a per pupil tax levy. The Lower Cape May Regional School Board requested to put two questions on the ballot in the November's general election for Cape May, West Cape May and Lower Township. Mr. Campbell strongly urged Council to inform our voters to vote "no" on the referendums. He emphasized the serious repercussions to our taxpayers as well as the regional school and its students in the unlikely event that Cape May succeeds in their endeavor. Mr. Campbell fielded questions from Solicitor Sandman, Councilmembers and residents. Mayor Beck stated that Council intends to have an aggressive campaign to inform voters so they understand how to vote.

Terrance Crowley - School Funding Issue

Solicitor Sandman introduced Mr. Crowley, former County Superintendent of Schools, employed by Lower Township to respond to Cape May's feasibility study. Mr. Crowley explained his role in preparing the technical information of the feasibility study, a multi-step process that includes three aspects: racial balance, educational program, and financial implications. His feeling is that the impact would be great to both Lower Township and West Cape May. He stated that he is prepared to meet the County Superintendent's report study deadline on December 16 and from there to Trenton.

Mayor Beck expressed his approval and gratitude toward the team assembled to fight this battle with us.

Deputy Mayor Clark questioned Mr. Campbell on the process involved for Cape May should they decide to cease their pursuit. Mr. Campbell said they can fire their lawyer or withdrawal at any time.

Councilmember Conrad thanked Mr. Campbell and Mr. Crowley. He especially thanked the Lower Cape May Regional School Board for approving the referendum. He urged voters to get out and vote "no", or this could mean a potential 14.75 cent tax increase for the taxpayers of Lower Township.

Solicitor Sandman pointed out that Cape May might change their minds if they factor in the costs of litigation and the likelihood of their success.

Mayor Beck admitted that he is hoping Cape May City Council will come to their senses and back out of this fight.

Councilmember Conrad stated that Cape May, according to their study, loves our regional school.

Councilmember Neville urged us to remind our Cape May friends to also vote "no" and "no".

Sandman also reminded Cape May that our regional school educates the majority of their work force and police department.

Consent Agenda

John Sworonski addressed Council to inquire about Resolution #2013-237. Municipal Clerk Picard explained that the resolution allows for the expansion of the licensed premises to sell alcohol throughout the store, already approved by the State's Alcoholic Beverage Control. Mr. Sworonski stated that the checkers will have to check identification for proper age.

Approval of Minutes	August 19, 2013
Res. #2013-236	Payment of Vouchers \$319,010.39
Res. #2013-237	Approval of Place to Place Transfer - Expansion of Licensed Premises, Liquor License #0505-44-028-003, T/A Acme Markets, Inc (allowing liquor to be sold throughout the store)
Res. #2013-238	Approval of Precious Metal License (J & J Pawn Shop 1425 Bayshore Rd)
Res. #2013-239	A Resolution Requesting Release of a Demolition Bond for Block 174, Lot 11 - 2 Mowery Avenue (\$500.)
Res. #2013-240	Tax Refunds (3 properties \$ 2,290.46)
Res. #2013-241	Authorizing Payout of Terminal Leave (D. DeNote \$46,797.24)
Res. #2013-242	Resolution Supporting Participation in the Sustainable Jersey Municipal Certification Program (Lower has been a part of Sustainable Jersey - this is renewing our commitment)
Res. #2013-243	Re-Appointment to the Green Team (part of Sustainable Jersey - same employees)
Res. #2013-244	Approval of Change Order #1 Fire Suppression System - Millman Community Center (change from wet system to antifreeze system required by fire inspector \$17,500.91)
Res. #2013-245	Authorization for Waiver of Fees for Fire District #3 (planning board application and escrow fees for solar energy system)
Res. #2013-246	Award of Contract to Horizon Entertainment for a Teen Truth Seminar (seminar on Oct 4 at LCMR media center on drug and alcohol abuse) *added to agenda at meeting and read into the record

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

Regular Agenda

Administrative Reports

Council Comments

Councilmember Conrad reiterated the importance of defeating the referendums in order to protect our residents and our school. He reminded that the consequence could be a potential 14.75 cent tax increase.

Councilmember Neville urged voters to vote "no" and "no" on the referendums.

Deputy Mayor Clark informed that discussion about Economic Development will be continued at the next council meeting. One of the things discussed at the Economic Advisory Committee meeting was the possibility of pursuing agriculture. He also announced that Council will be discussing ways to stimulate business at the Cape May County Airport.

Mayor Beck informed that Glenn Douglass has resigned from Council for reasons having to do with his pension. He commended him on his service and wished him well on his retirement.

Mayor Beck made the following announcements: September 9, 6:00 p.m., meeting at Townhall with DEP to discuss the hazard mitigation grant program for elevation assistance, September 11, 6:00 p.m., flag ceremony at Sunset Beach, September 23, drug symposium at Townhall, and Lower Township is on Facebook.

Call to Public

Ed Butler of Villas addressed Council to speak out about 2 important issues: voting "no" on the referendum, and the flood plain maps.

Helen Thompson of Villas addressed Council with questions regarding chain of command and local ordinance enforcement. Manager Voll responded to Ms. Thompson's questions. Solicitor Sandman intervened to inform that what she is referring to is selective enforcement and her next step would be to go to the courts.

Councilmember Conrad warned about switching energy companies and informed of the many scams out there.

Jeff Lindsay of Village Road addressed Council on behalf of the Republican Committee regarding the vacancy in Ward 3 and requested that Council select one of their 3 choices for a candidate. In addition, he informed that the committee voted to endorse Eric Simonson as the Ward 3 Republican candidate for the November election and would like Council to move forward tonight in selecting Mr. Simonson. Solicitor Sandman referenced Mr. Lindsay's notice highlighting statute 40A: 16-11 and informed that the applicable statute to this situation is 40A: 16-5. After a short debate between Lindsay and Sandman, Council was advised by Sandman not to fill the vacancy tonight. Mayor Beck agreed. Mr. Lindsay pointed out the intent behind his eagerness.

Janet Reeves, president of the Civic Club and member of the Villas Golden Agers, addressed Council with concerns about the Millman Center for seniors and referred to an endowment by Mr. Millman. She also inquired about compartments and use of facilities. Manager Voll explained the Township's role, including renovations and insight for the future of the Millman Center. He assured Ms. Reeves that he will address the storage issue. He hopes to celebrate a grand opening in November.

Glenn Douglass, former Councilmember, addressed the public to explain why he reluctantly vacated his seat on Council. Upon his retirement from the Department of Corrections, he was advised to resign his seat on Council to enable him to collect his pension. He announced that he is eligible to run for public office in the upcoming general election and intends to do just that to regain his seat on Council.

John O'Rourke of Villas addressed Council to request a change in the noise ordinance for loading and unloading of commercial vehicles from 7:00 a.m. to 8:00 a.m. seven days a week. Mayor Beck agreed that we are moving forward with it.

Peggy McIrvin, president of the Villas Golden Agers, addressed Council regarding the Millman Center and voiced her concerns about the insurance requirements. Manager Voll replied to her concerns and invited Municipal Clerk Picard to explain the insurance requirements set forth by the Municipal Joint Insurance Fund. Municipal Clerk Picard informed that JIF requires us to provide proof of insurance from any organization requesting to use any Township facility.

Ed Butler asked if there will be an open house when the Millman Center is complete. Manager Voll responded yes.

Helen Thompson readdressed Council regarding the authorization of the police to write citations on local ordinances. Manager Voll explained that it is at the discretion of the police officer whether or not to issue a citation.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Neville, seconded by Deputy Mayor Clark. Motion to adjourn unanimous. Meeting adjourned at 8:07 p.m.

Mayor

Township Clerk

Approved:

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01075	COPIERS PLUS*	13-02550	08/26/13	COPIER OVERAGE 5/24/13-8/20/13	Open	426.07	0.00		
01092	CONTINENTAL FIRE & SAFETY, INC*	13-02558	08/26/13	FIRE EXTINGUISHER MAINT.	Open	217.00	0.00		
01125	MARGARET CROMPTON	13-02599	09/03/13	MEDICAL CLAIMS	Open	15.00	0.00		
01139	CORELOGIC	13-02659	09/10/13	REFUND TAX OVERPAYMENT	Open	2,333.28	0.00		
01170	VERIZON WIRELESS* F/S	13-02642	09/06/13	7/27/13-8/26/13 CELL FIRE SAFE	Open	67.39	0.00		
01171	VERIZON WIRELESS - TOWNHALL	13-02605	09/03/13	CELL SERVICE 07/24/13-08/23/13	Open	565.51	0.00		
		13-02643	09/06/13	I PHONE BILL AUG 29-SEPT 28	Open	853.36	0.00		
						<u>1,418.87</u>			
01200	DELTA DENTAL PLAN OF NJ	13-02675	09/11/13	DENTAL SEPTEMBER 2013	Open	14,447.40	0.00		
01201	DELL CORPORATION*	13-02533	08/22/13	7010 DESKTOP-FIRE SAFETY	Open	1,074.60	0.00		
01294	RUSSELL F. DOUGLASS	13-02655	09/09/13	MEDICAL CLAIMS	Open	85.00	0.00		
01403	ENFORSYS FIRE SYSTEMS, INC*	13-02532	08/22/13	SYSTEM MAIN 10/8/13-10/7/14	Open	500.00	0.00		
01480	E-Z PASS	13-02677	09/11/13	TOLLS/OEM/SURPLUS EQUIPMENT	Open	300.00	0.00		
01499	JOSEPH FAZZIO, INC*	13-02542	08/22/13	STEEL FOR DUMPSTER REPAIR	Open	790.23	0.00		
01519	TOM FOLS ELECTRICAL CONTRACTOR*	13-02552	08/26/13	INSTALL SURGE SUPPRESSED BACK	Open	525.00	0.00		
		13-02618	09/04/13	ELECTRICAL OUTLETS/MILLMAN	Open	250.00	0.00		
						<u>775.00</u>			
01530	FIRE DISTRICT #1	13-00884	04/01/13	2013 FIRE DISTRICT TAXES DUE	Open	126,034.50	0.00		
01540	FIRE DISTRICT #2	13-00885	04/01/13	2013 FIRE DISTRICT TAXES DUE	Open	269,471.40	0.00		
01550	FIRE DISTRICT #3	13-00474	02/19/13	2013 TAX PAYMENTS	Open	178,126.25	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01661 GENERAL SALES ADMINISTRATION*	13-01858	06/21/13	NEW VEHICLE OUTFITTING	Open	3,619.74	0.00		
01781 HATCH MOTT MACDONALD, LLC*	13-02313	08/08/13	TAX MAP REVISIONS RES 2013-216	Open	1,160.00	0.00		B
01806 ANTHONY J HARVATT, II, ESQ	13-00973	04/08/13	BOARD SOLICITOR SALARY	Open	550.00	0.00		
01826 WILLIAM HIENKEL	13-02657	09/10/13	MEDICAL CLAIMS	Open	676.73	0.00		
01859 HESS CORPORATION	13-02603	09/03/13	ELECTRIC 07/16/13-08/14/13	Open	180.73	0.00		
	13-02604	09/03/13	08/01/13-09/01/13 ELECTRIC	Open	<u>4,035.92</u>	0.00		
					4,216.65			
02005 JUST SPORTS INC.*	13-02636	09/05/13	FOOTBALL EQUIPMENT	Open	260.73	0.00		
02025 HUNTER JERSEY PETERBILT*	13-01697	06/07/13	PARTS FOR TURCK/AUG	Open	1,094.47	0.00		
02108 KEEN COMPRESSED GAS CO*	13-01710	06/07/13	BOTTLED GAS/GARAGE/DPW/JUNE	Open	238.85	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	13-01679	06/07/13	PARTS FOR POLICE VEHI/JULY	Open	1,151.12	0.00		
02247 LAWSON PRODUCTS, INC.*	13-02183	07/25/13	SUPPLIES FOR DPW/S.MONTHLY	Open	693.53	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
02541 ROBERT D. MARTIN, JR	13-02646	09/06/13	MEDICAL CLAIMS	Open	43.45	0.00		
02647 KATHLEEN MCPHERSON	13-02598	09/03/13	MEDICAL CLAIMS	Open	79.39	0.00		
02809 MORPHOTRAK, INC*	13-02289	08/06/13	MORPHO TRACK CONTRACT	Open	4,495.00	0.00		
02811 JAMES MOY	13-02644	09/06/13	MEDICAL CLAIMS	Open	135.00	0.00		
02940 MUNICIPAL RECORD SERVICE*	13-02465	08/15/13	SUPPLIES	Open	288.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03104 NORTHEAST IND.&MARINE SUPPLY*	13-01749	06/07/13	PARTS/RDS/SANT/RECY/JUNE	Open	569.44	0.00		
03109 TRU GREEN CHEMLAWN	13-00969	04/08/13	FERTILIZER/SLICE SEED FIELDS	Open	2,281.00	0.00		
	13-01505	05/30/13	CLEM MULLIGAN ASPHALT TRACK	Open	<u>250.00</u>	0.00		
					2,531.00			
03172 OFFICE BUSINESS SYSTEMS INC*	13-02298	08/07/13	HEADSET	Open	36.00	0.00		
03279 PARDO'S TRUCK PARTS WHSE*	13-01746	06/07/13	RDS/SANT/RECY/DPW/AUG	Open	270.40	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	13-02557	08/26/13	CLOROX WIPES/ WEIGHT ROOM	Open	109.26	0.00		
03305 PEDRONI FUEL*	13-02653	09/09/13	NO LEAD GAS/DPW	Open	496.26	0.00		
03366 AMERI-GAS*	13-02635	09/04/13	PROPANE FOR BENNETT	Open	229.20	0.00		
03387 POGUE INC. *	13-02540	08/22/13	SAFETY AND HEALTH CONSORTIUM	Open	225.00	0.00		
03414 WILLIAM PRIOLE	13-02645	09/06/13	MEDICAL CLAIMS -V	Open	155.00	0.00		
03449 QC INC*	13-01004	04/09/13	POOL MONITORING	Open	236.00	0.00		
03495 ELIZABETH BYRNE	13-02606	09/03/13	MILEAGE	Open	114.13	0.00		
03518 RIGGINS, INC.*	13-02654	09/09/13	HIGHWAY DIESEL	Open	1,167.08	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	13-01748	06/07/13	TIRES/RDS/SAMNT/RECY/DPW/AUG	Open	8,949.57	0.00		
03723 STAPLES, INC.*	13-02545	08/23/13	OFFICE SUPPLIES	Open	65.55	0.00		
	13-02602	09/03/13	OFFICE SUPPLIES-TREASURERS OFF	Open	<u>405.97</u>	0.00		
					471.52			
03783 THIS AND THAT UNIFORMS*	13-02517	08/21/13	UNIFORMS	Open	381.00	0.00		
	13-02562	08/26/13	UNIFORMS	Open	<u>157.00</u>	0.00		
					538.00			
03820 MUNICIPAL UTIL. AUTH ON CALL	13-02249	08/05/13	REIMBURSE / ONE CALL MESSAGE	Open	171.07	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03921 UNIFORM & ACCESSORIES WHSE*	13-02285	08/06/13	LIGHTS NEW CARS	Open	1,746.59	0.00		
04105 PITNEY BOWES GLOBAL FINANCIAL	13-02462	08/15/13	MAIL MACHINE AUGUST 2013	Open	451.00	0.00		
04225 PRINK ME*	13-00768	03/14/13	HOCKEY NETS FOR RINK	Open	320.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	13-02600	09/03/13	STATE DOG LICENSE FEES-AUGUST	Open	90.00	0.00		
04278 RICHARD SANDMAN, ESQ	13-02536	08/22/13	CONFLICT PUBLIC DEFENDER	Open	200.00	0.00		
04300 W B MASON CO INC*	13-02522	08/21/13	INK CARTRIDGE FOR PRINTER	Open	112.62	0.00		
04301 SEASHORE ASPHALT CORPORATION*	13-01751	06/07/13	ASPHALT/PATCH/RDS/AUG	Open	1,184.16	0.00		
04445 TRICOMM SERVICES CORP*	13-02292	08/06/13	PHONE REPAIR	Open	127.50	0.00		
04514 WILLIAM BLANEY*	13-00441	02/13/13	DNE \$25k RES 2013-62 CONTRACTS	Open	4,127.50	0.00		B
4104 DOUGLASS LANDSCAPING LLC*	13-00954	04/04/13	2013 LANDSCAPING RES #2013-98	Open	5,192.50	0.00		
5022 INSTITUTE FOR FORENSIC PSYCHO*	13-02466	08/15/13	EVALUATIONS	Open	850.00	0.00		
	13-02580	08/28/13	PSYCHOLOGICAL EVAL	Open	425.00	0.00		
					<u>1,275.00</u>			
6061 AMERIHEALTH ADMINISTRATORS	13-02640	09/06/13	SEPT 4 HEALTH INS & RX	Open	96,829.80	0.00		
	13-02676	09/11/13	SEPT 9 HEALTH INS & RX	Open	57,582.71	0.00		
					<u>154,412.51</u>			
6084 COLT DEFENSE, LLC	13-02054	07/10/13	COLT DEFENSE COURSE	Open	450.00	0.00		
6094 ANCHOR RUBBER STAMP & PRINT*	13-02296	08/07/13	NOTARY EXPIRATION STAMP	Open	31.00	0.00		
BOSNA KAREN MANETTE BOSNA	13-02647	09/06/13	AQUA YOGA INSTRUCTOR	Open	75.00	0.00		
G-ISL ISLAND TROPHIES	13-02586	08/28/13	RETIREMENT PLAQUE	Open	30.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GRIFFI GRIFFIN AUTO-MANUAL SALES, INC*	13-01861	06/21/13	MED/HEAVY TRUCK REPAIR MANUALS	Open	2,300.00	0.00		
HOOVER ROBERT HOOVER & SONS INC*	13-02247	08/05/13	SUPPLIES FOR TRUCK	Open	213.22	0.00		
MITCHELL MITCHELL NICHOLS ENT	13-02656	09/09/13	RETURN OF STREET OPENING BOND	Open	700.00	0.00		
REID JOHN E REID & ASSOCIATES, INC*	13-02290	08/06/13	TRAINING	Open	420.00	0.00		
Total Purchase Orders: 96 Total P.O. Line Items: 232 Total List Amount: 3,555,824.03 Total Void Amount: 0.00								

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	PO #	Description	CK	Amount
HORIZON ENTERTAINMENT	13-02620	TEEN TRUTH SEMINAR	50918	\$ 1725.00
CHARLES W SANDMAN	13-00268	SEPTEMBER PAYMENT	50917	\$ 4166.66
CHARLES W SANDMAN	13-00269	EXPENSE AUGUST	50917	\$ 4237.50
Total Manual Checks				\$ 10,129.16
Total Computer Generated				\$ 3,555,824.03
Total Bill List				\$ 3,565,953.19

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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

RESOLUTION #2013-248

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$725.00 for an item of revenue in the budget of the year 2013 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Atlantic County JIF EPL Award
Total with increase to be \$725.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$725.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Atlantic County JIF EPL Award
State/Federal Share \$ 725.00
Non State Share \$
Total with increase to be \$ 725.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify this is the original resolution adopted by the Township Council on September 16, 2013

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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

RESOLUTION #2013 -249

TITLE: AMENDING RESOLUTION #2013-16, THE CASH MANAGEMENT PLAN

WHEREAS, it is in the best interest of the Township of Lower to earn additional revenue through the investment and prudent management of its cash receipts; and

WHEREAS, P.L. 1983, Chapter 8, approved January 18, 1983 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A: 5-2 and N.J.S.A. 40A5-14; and

NOW, THEREFORE BE IT RESOLVED, the following shall constitute the Cash Management Plan for the Township of Lower and the Treasurer shall deposit and manage its funds pursuant to this plan:

Definitions

1. Treasurer shall mean the Treasurer of the Township of Lower
2. Fiscal Year shall mean the twelve-month period ending December 31.
3. Cash Management Plan shall mean that plan as approved by resolution.

Designation of Depositories

At least once each fiscal year the governing body shall by resolution designate the depositories for the Township of Lower in accordance with N.J.S.A. 40A: 5-14. In addition to the designation, the Township of Lower may make deposits with the State of New Jersey Cash Management Fund in accordance with N.J.S.A. 40A: 5-14.

Audit Requirement

The cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

Authority to Invest

The governing body shall pass a resolution at its first meeting of the fiscal year designating the Township of Lower officials who shall make and be responsible for municipal deposits and investments.

Investment Instruments

The Treasurer shall invest at his/her discretion in any investment instrument as approved by the State of New Jersey in accordance with N.J.S.A. 40A: 5-15.1.

Records and Reports

The Treasurer shall report all investments in accordance with N.J.S.A. 40:5-15.2.
At a minimum the Treasurer shall:

- Keep a record of all investments.

- Keep cash position records that reveal, on a daily basis, the status of the cash in its bank accounts.
- Confirm investments with the governing body at the next regularly scheduled meeting.
- Report monthly to the governing body as to the status of cash balances in bank accounts, revenue collection, interest rates and interest earned.

Cash Flow

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.

2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.

3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.

4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:

- 21.25% on or before April 1
- 22.50% on or before July 1
- 25.00% on or before October 1
- 31.25% on or before December 31

The Lower Township Fire District No. 2 has requested that their payments be made in the following increments:

- 40% due April 1
- 30% due July 1
- 20% due October 1
- 10% due on or before December 31

Annual Allowance Amounts

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses. At the beginning of each plan year, a specific dollar amount must be elected. For 2013, the allowable amount is \$1,500.00.

Banking Policies

Periodically, the Treasurer will utilize the competitive contracting process to request proposals from local banking institutions to provide banking services for the Township. This is to assure that banking services being provided to the Township are based on a competitive "bidding" process. The Township will have the option to extend the contract if it is in the best interest of the Township to do so. At least once every year the Treasurer will evaluate current banking services to assure

compliance with the specifications contained in the contract and any new services that may become available in the banking industry. A detailed banking policy will be kept in the Office of the Treasurer detailing the Township's specific banking requirements.

Fund Balance Policy

It is in the best interest of the Township to establish a fund balance policy to assure adequate funds are available to mitigate current and future risks, ensure stable tax rates and strengthen the Township's creditworthiness. It is therefore the policy of the Township to maintain the current fund balance at a level of no less than 10 to 20 percent of the current fund budget with an optimal balance equaling two months of current fund expenditures.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2013-250

**TITLE: APPROVAL OF ALCOHOLIC BEVERAGE CONTROL LICENSE
PERSON TO PERSON, PLACE TO PLACE TRANSFER - EXPANSION
OF LICENSED PREMISES LICENSE #0505-36-014-004, T/A HOTEL
ICONA/COASTAL BLUE RESTAURANT**

WHEREAS, an application has been filed for a person to person, place to place transfer of Plenary Retail License 0505-44-028-003, for the purpose of expansion of licensed premises; and

WHEREAS, the application has been reviewed, all required fees paid and no written objections have been filed.

NOW, THEREFORE, BE IT RESOLVED that the Lower Township Council does hereby approve the person to person, place to place transfer with expansion of premises located at 9701 Atlantic Avenue, Lower Township under license number 0505-36-014-004 with the area delineated in the application form and the sketch of the licensed premises attached thereto.

I hereby certify the foregoing to be a resolution adopted by the Township Council on September 16, 2013

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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

RESOLUTION #2013-251

TITLE: RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

WHEREAS, the Township of Lower (the "Township") operates a Police Department within the Township; and

WHEREAS, the Lower Cape May Regional School District operates secondary schools (collectively, the "Schools") within the Township; and

WHEREAS, the Lower Cape May Regional School District and the Township desire to enter an agreement whereby the Township shall make a police officer available to the Board for the purposes of providing security at the School upon the terms and conditions set forth in the attached Interlocal agreement (the "Agreement"); and

WHEREAS, the Agreement is authorized by *N.J.S.A. 40:8A-1 et seq.*

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute an Interlocal Agreement with the Lower Cape May Regional School District, a copy of which is attached hereto as Exhibit A.

I hereby certify the foregoing to be the original resolution adopted by the Township Council of the Township of Lower at a meeting held on September 16, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") dated this 22 day of August, 2013 by and between the LOWER CAPE MAY REGIONAL SCHOOL DISTRICT, a duly authorized New Jersey school district (hereinafter referred to as "Lower Cape May Regional School District") and THE TOWNSHIP OF LOWER, a duly authorized New Jersey municipality (hereinafter referred to as "Township").

1. **Background of Agreement and Term:** Lower Cape May Regional School District operates secondary schools within the Lower Township, Cape May County, New Jersey (the "Schools"). Lower Cape May Regional School District and Township have agreed to have one (1) police officer assigned to the Schools on a full-time basis commencing second half of the 2013-2014 school year and ending the first half of the 2016-2017 school year ("the Term"), and the purpose of this Agreement is to set forth the parties' understanding of the Agreement.

2. **Assignment of Officer:** Township will assign one (1) full-time police officer to Lower Cape May Regional School District during the Term, with such officer to be assigned to the school on a full-time basis.

3. **Selection of Officer:** The one (1) officer to be assigned shall have a minimum of three (3) years of experience. The officer shall be jointly selected by the Superintendent of Lower Cape May Regional School District ("Superintendent") and the Township Police Chief ("Chief of Police").

4. **Payment:** Lower Cape May Regional School District shall pay the Township the total sum of TWO HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$226,374.84) for such services to be allocated and paid as follows:

(a) The sum of SEVENTY-TWO THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND SIXTY-FOUR CENTS (\$72,661.64) For the second half of the 2013-2014 school year and the first half of the 2014-2015 school year to be paid as follows:

(i) THIRTY-SIX THOUSAND THREE HUNDRED THIRTY DOLLARS AND EIGHTY-TWO CENTS (\$36,330.82) due on or before June 30, ~~2013~~; and 2014

(ii) THIRTY-SIX THOUSAND THREE HUNDRED THIRTY DOLLARS AND EIGHTY-TWO CENTS (\$36,330.82) due on or before December 31, ~~2013~~. 2014

(b) The sum of SEVENTY FIVE THOUSAND, FOUR HUNDRED NINETEEN DOLLARS AND FORTY-FOUR CENTS (\$75,419.44) for the second half of the 2014-2015 school year and the first half of the 2015-2016 school year to be paid as follows:

(i) THIRTY SEVEN THOUSAND, SEVEN HUNDRED NINE DOLLARS AND SEVENTY-TWO CENTS (\$37,709.72) due on or before June 30, ~~2014~~; and

2015

- (ii) THIRTY SEVEN THOUSAND, SEVEN HUNDRED NINE DOLLARS AND SEVENTY-TWO CENTS (\$37,709.72) due on or before December 31, ~~2014~~. *2015*
- (c) The sum of SEVENTY-EIGHT THOUSAND, TWO HUNDRED NINETY-THREE DOLLARS AND SEVENTY-SIX CENTS (\$78,293.76) for the second half of the 2015-2016 school year and the first half of the 2016-2017 school year to be paid as follows:
 - (i) THIRTY-NINE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$39,146.88) due on or before June 30, ~~2015~~; and *2016*
 - (ii) THIRTY-NINE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$39,146.88) due on or before December 31, ~~2015~~. *2016*

5. **Officer to be Employee of Township and not Lower Cape May Regional School District:** Although assigned to school on a full-time basis, the one (1) police officer to be assigned, pursuant to the Agreement, shall remain an employee of the Township and its Police Department and not to Lower Cape May Regional School District. The Township shall remain responsible for payment of his salary and benefits, as well as insurance coverage. Such officer shall remain subject to all rules and regulations of the Township and its police officers and shall not be considered a member of the staff of the Lower Cape May Regional School District.

6. **Duties and Hours:** The one (1) police officer to be assigned shall be expected to work a forty-two (42) hour work week; and shall perform such duties as are assigned to him by the Chief of Police in consultation with the Superintendent. During the time school is in session from September through June, He shall work Full Time at the school, except in the case of an emergency as directed by the Chief of Police. The Superintendent shall not schedule any officer assigned to work additional hours that will result in the total hours worked exceeding forty-two (42) hours without the advanced written authorization of the Township Manager. During vacation periods when school is not actually in session, he shall report to the Chief of Police. The duties to be performed at the school by such officer shall be pursuant to a job description which shall be agreed upon between the Superintendent and the Chief of Police and which shall be reduced to writing prior to the opening of school.

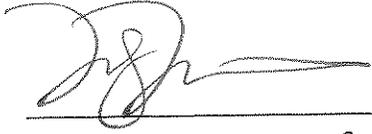
7. **Reports:** The Superintendent shall periodically report to the Chief of Police as to the work efforts of this one (1) officer as well as the actual hours worked. It is generally anticipated that the one (1) police officer will be present at school each day from its opening until the end of classes. He shall be assigned to extracurricular duties such as sporting events, but in a manner so as to make his work week a total of forty-two (42) hours.

8. **Modification or Amendment of Agreement:** This Agreement may only be modified or amended in writing by both Lower Cape May Regional School District and Township and, therefore, no oral modifications or amendments shall be binding on either Lower Cape May Regional School District or Township.

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

WITNESS:

LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT



, Secretary

BY: 

, President

WITNESS:

TOWNSHIP OF LOWER,
A New Jersey Municipal Corporation

Julie A. Picard, Clerk

BY: _____
Michael E. Beck, Mayor

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

RESOLUTION #2013-252

TITLE: RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the Township of Lower (the "Township") operates a Police Department within the Township; and

WHEREAS, the Lower Township Board of Education (the "Board") operates elementary schools (collectively, the "School") within the Township; and

WHEREAS, the Board and the Township desire to enter an agreement whereby the Township shall make a police officer available to the Board for the purposes of providing security at the School upon the terms and conditions set forth in the attached Interlocal agreement (the "Agreement"); and

WHEREAS, the Agreement is authorized by *N.J.S.A. 40:8A-1 et seq.*

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute an Interlocal Agreement with the Lower Township Board of Education, a copy of which is attached hereto as Exhibit A.

I hereby certify the foregoing to be the original resolution adopted by the Township Council of the Township of Lower at a meeting held on September 16, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") dated this _____ day of _____, 2013 by and between the LOWER TOWNSHIP ELEMENTARY SCHOOL BOARD OF EDUCATION, a duly authorized New Jersey school district (hereinafter referred to as "Lower Township Elementary School Board of Education") and THE TOWNSHIP OF LOWER, a duly authorized New Jersey municipality (hereinafter referred to as "Township").

1. **Background of Agreement and Term:** The Lower Township Elementary School Board of Education operates elementary schools within the Lower Township, Cape May County, New Jersey (the "Schools"). Lower Township Elementary School Board of Education and Township have agreed to have one (1) police officer assigned to the Schools on a full-time basis for an 18 month period commencing January 1, 2014, and ending on June 30, 2015 and the purpose of this Agreement is to set forth the parties' understanding of the Agreement.

2. **Assignment of Officer:** Township will assign one (1) full-time police officer to Lower Township Elementary School Board of Education during the Term, with such officer to be assigned to the school on a full-time basis.

3. **Selection of Officer:** The one (1) officer to be assigned shall have a minimum of three (3) years of experience. The officer shall be jointly selected by the Superintendent of Lower Township School Board of Education ("Superintendent") and the Township Police Chief ("Chief of Police").

4. **Payment:** Lower Township Elementary School Board of Education shall pay the Township the total sum of ONE HUNDRED TEN THOUSAND, THREE HUNDRED SEVENTY-ONE DOLLARS AND THIRTY-SIX CENTS (\$110,371.36) for such services to be allocated and paid as follows:

(a) THIRTY-SIX THOUSAND THREE HUNDRED THIRTY DOLLARS AND EIGHTY-TWO CENTS (\$36,330.82) due on or before June 30, 2014

(b) THIRTY-SIX THOUSAND THREE HUNDRED THIRTY DOLLARS AND EIGHTY-TWO CENTS (\$36,330.82) due on or before December 31, 2014

(c) THIRTY SEVEN THOUSAND, SEVEN HUNDRED NINE DOLLARS AND SEVENTY-TWO CENTS (\$37,709.72) due on or before June 30, 2015

5. **Officer to be Employee of Township and not Lower Township Elementary School Board of Education:** Although assigned to school on a full-time basis, the one (1) police officer to be assigned, pursuant to the Agreement, shall remain an employee of the Township and its Police Department and not to Lower Township Elementary School Board of Education. The Township shall remain responsible for payment of his salary and benefits, as well as insurance coverage. Such officer shall remain subject to all rules and regulations of the Township and its police officers and shall not be considered a member of the staff of the Lower Township Elementary School Board of Education.

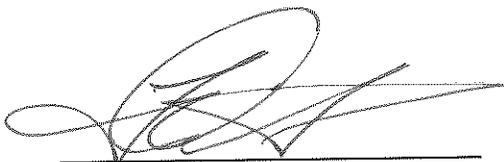
6. **Duties and Hours:** The one (1) police officer to be assigned shall be expected to work a forty-two (42) hour work week; and shall perform such duties as are assigned to him by the Chief of Police in consultation with the Superintendent. During the time school is in session from September through June, He shall work Full Time at the school, except in the case of an emergency as directed by the Chief of Police. The Superintendent shall not schedule any officer assigned to work additional hours that will result in the total hours worked exceeding forty-two (42) hours without the advanced written authorization of the Township Manager. During vacation periods when school is not actually in session, he shall report to the Chief of Police. The duties to be performed at the school by such officer shall be pursuant to a job description which shall be agreed upon between the Superintendent and the Chief of Police and which shall be reduced to writing prior to the opening of school.

7. **Reports:** The Superintendent shall periodically report to the Chief of Police as to the work efforts of this one (1) officer as well as the actual hours worked. It is generally anticipated that the one (1) police officer will be present at school each day from its opening until the end of classes. He shall be assigned to extracurricular duties such as sporting events, but in a manner so as to make his work week a total of forty-two (42) hours.

8. **Modification or Amendment of Agreement:** This Agreement may only be modified or amended in writing by both Lower Township Elementary School Board of Education and Township and, therefore, no oral modifications or amendments shall be binding on either Lower Township School Board of Education or Township.

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

WITNESS:



, Secretary

LOWER TOWNSHIP ELEMENTARY
SCHOOL BOARD OF EDUCATION

BY: 

, President

WITNESS:

Julie A. Picard, Clerk

TOWNSHIP OF LOWER,
A New Jersey Municipal Corporation

BY: _____
Michael E. Beck, Mayor

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

RESOLUTION #2013 - 253

TITLE: DRUNK DRIVING ENFORCEMENT FUND APPLICATION, \$6,121.42

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety for \$6,121.42 to receive funds from the Drunk Driving Enforcement Fund (DDEF) from July 1, 2013 through June 30, 2014.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety, does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

(Signature)
Michael E. Beck, Mayor

(Signature)
Michael Voll, Township Manager

I hereby certify this is the original resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						



State of New Jersey
 Department of Law & Public Safety
 Division of Highway Traffic Safety
 P.O. Box 048
 Trenton, NJ 08625-0048
 www.njsaferoads.com



Phone (609) 633-9300

Fax (609) 633-9020

2013
 Drunk Driving Enforcement Fund Application
 N.J.S.A. 39:4-50.8 /N.J.A.C. 13:86

Law Enforcement Agency and Address:	Funding currently available
Lower Township Police Department 405 Breakwater Road Erma, NJ 08204	2013 Surcharge Funds \$ <u>6,121.42</u> 2013 Bottle Tax Funds: \$ included w/surcharge funds Prior Unclaimed Funds: \$ 0.00
County: <u>Cape May</u>	Total Funds Available: \$ <u>6,121.42</u>

Proposed Drunk Driving Enforcement Fund Expenditures

PRIMARY - MANDATORY:

(a minimum of 50 percent of total available funds DHTS approval not required)

1. Officer overtime salaries for DWI patrols or checkpoints: \$ 6,121.42

OPTIONAL:

(DHTS approval not required)

- 2. Salaries for overtime court appearances of law enforcement office required in connection with prosecution of violation of 39 4-50 \$
- 3. Audio visual equipment and supplies used to document and preserve evidence of Enforcement of 39:4-50 \$
- 4. Breath testing instruments and supplies approved by the Attorney General pursuant to N.J.A.C. 13:51-3.1 \$
- 5. Blood Test Kits \$
- 6. Safety equipment needed to conduct DWI Checkpoints for Enforcement of 39:4-50 (cones, flares, lighting, reflectorized vests) \$

OTHER EXPENDITURE:

(DHTS approval required)

7. Request to expend funds for time or equipment not listed above: \$
 Funds expended must enhance the enforcement of 39 4-50
 Justification must be attached. Approval on a case by case basis

Total DDEF Proposal (1-7) \$ 6,121.42

Copy

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

RESOLUTION #2013-254

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$6,121.42 for an item of revenue in the budget of the year 2013 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Drunk Driving Enforcement Fund
Total with increase to be \$6,121.42

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$6,121.42 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Drunk Driving Enforcement Fund
State/Federal Share \$ 6,121.42
Non State Share \$
Total with increase to be \$ 6,121.42

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify this is the original resolution adopted by the Township Council at a meeting held on September 16, 2013

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

* Alphabetical Listing

	Unclaimed Funding	Current Funding	Total Funds Available
LOWER TWP		\$6,121.92	\$6,121.92
LUMBERTON TWP	\$1,613.76	\$3,449.19	\$5,062.95
LYNDHURST BORO		\$5,924.54	\$5,924.54
MADISON BORO		\$9,630.50	\$9,630.50
MAGNOLIA BORO		\$4,155.06	\$4,155.06
MAHWAH TWP	\$11,737.87	\$11,737.48	\$23,475.35
MANALAPAN TWP	\$5,986.07	\$4,634.23	\$10,620.30
MANASQUAN BORO	\$3,749.38	\$5,183.59	\$8,932.97
MANCHESTER TWP		\$9,314.94	\$9,314.94
MANSFIELD TWP	\$3,524.74	\$2,461.10	\$5,985.84
MANSFIELD TWP		\$2,129.75	\$2,129.75
MANTOLOKING TWP		\$1,391.46	\$1,391.46
MANTUA TWP		\$3,874.76	\$3,874.76
MANVILLE BORO		\$3,509.46	\$3,509.46
MAPLE SHADE TWP	\$13,238.82	\$3,796.63	\$17,035.45
MAPLEWOOD TWP	\$6,106.37	\$1,089.83	\$7,196.20
MARGATE CITY	\$34,172.87	\$2,445.64	\$36,618.51
MARLBORO TWP		\$7,974.71	\$7,974.71
MATAWAN BORO	\$8,059.92	\$669.33	\$8,729.25
MAYWOOD BORO		\$2,119.80	\$2,119.80
MEDFORD LAKES BORO	\$642.32	\$538.46	\$1,180.78
MEDFORD TWP		\$4,285.06	\$4,285.06
MENDHAM BORO		\$1,232.69	\$1,232.69
MENDHAM TWP		\$10,057.36	\$10,057.36
MERCER COUNTY SHERIFF	\$767.20		\$767.20
MERCHANTVILLE BORO		\$4,203.06	\$4,203.06
METUCHEN BORO	\$7,974.27	\$3,363.78	\$11,338.05
MIDDLE TWP		\$7,551.98	\$7,551.98
MIDDLESEX BORO		\$3,575.92	\$3,575.92
MIDDLESEX COUNTY	\$2,188.89		\$2,188.89
MIDDLETOWN TWP		\$19,747.04	\$19,747.04
MIDLAND PARK		\$1,360.36	\$1,360.36
MILLBURN TWP	\$3,853.41	\$2,023.61	\$5,877.02
MILLTOWN BORO		\$4,098.17	\$4,098.17
MILLVILLE CITY		\$3,760.78	\$3,760.78
MONMOUTH BEACH BORO		\$724.73	\$724.73
MONMOUTH COUNTY PD		\$145.69	\$145.69
MONROE TWP	\$5,360.22	\$5,555.23	\$10,915.45
MONROE TWP		\$6,002.02	\$6,002.02
MONTCLAIR STATE COLLEGE	\$2,521.98	\$1,032.56	\$3,554.54
MONTCLAIR TOWN		\$6,964.64	\$6,964.64
MONTGOMERY TWP		\$4,057.61	\$4,057.61
MONTVALE BORO	\$2,568.20	\$3,398.60	\$5,966.80
MONTVILLE TWP	\$2,556.77	\$4,522.48	\$7,079.25
MOONACHIE BORO (Plus 1/2 of Teterboro)	\$635.21	\$1,063.34	\$1,698.55
MOORESTOWN TWP	\$2,475.90	\$1,579.49	\$4,055.39
MORRIS CO. PARK POL.			\$0.00
MORRIS PLAINS BORO		\$1,649.32	\$1,649.32
MORRIS TWP	\$8,791.53	\$7,845.45	\$16,636.98

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

RESOLUTION #2013-255

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,000.00 for an item of revenue in the budget of the year 2013 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Emergency Management Assistance
Total with increase to be \$5,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Emergency Management Assistance
State/Federal Share \$ 5,000.00
Non State Share \$
Total with increase to be \$ 5,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify this is the original resolution adopted by the Township Council at a meeting held on September 16, 2013

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

PURCHASE ORDER COUNTY OF CAPE MAY

4 MOORE ROAD, CAPE MAY COURT HOUSE, NJ 08210-1654
PURCHASING: 609-465-1125 ACCOUNTS PAYABLE: 609-465-1170

13-0001431
PURCHASE ORDER NO. 2533 2012

DEPARTMENT NO. _____

VENDOR:
Lower Tap Treas Office
2600 Seashore Rd
P.O. Box 308
Villas NJ 08251

SHIP PREPAID TO:
Emergency Mgt /Comm
30 W MECHANIC STREET
BASEMENT
CAPE MAY CT HSE NJ 08210

VENDOR NO. 14844	CONTRACT NO.	TERMS	FOB POINT DESTINATION	ORDER DATE 8/08/13	DATE WANTED BEST AVAILABLE
---------------------	--------------	-------	--------------------------	-----------------------	--------------------------------------

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	<p>40A: 11-5(2)</p> <p>Emergency Management Assistance 2012</p> <p>Please sign PO and return w/your request for 2012 EMA grant funds.</p> <p>Please mail to: CMC OEW 4 Moore Rd. DN 308 GMCH, NJ 08210 0004. 2533. 2012 5489. 0003</p>	5000.00	5000.00

GOVERNMENTAL AGENCY INVOICE#
TAX EXEMPT NO. 21-6000106
CAPE MAY COUNTY IS EXEMPT FROM ANY LOCAL, STATE OR FEDERAL SALES, USE OR EXCISE TAX. CAPE MAY COUNTY WILL NOT INCUR SERVICE CHARGES SUCH AS INTEREST AND LATE FEES.

TOTAL	5000.00
--------------	---------

Mary Ann M. [Signature]
PURCHASING AGENT DATE

K.M.W. AUG 09 2013
CERTIFICATION AS TO AVAILABILITY OF FUNDS DATE

NOTE: CLAIMANT'S CERTIFICATION AND DECLARATION MUST BE SIGNED AND BILLS PRESENTED TO OFFICE OF CLERK OF THE BOARD BY THURSDAY PRECEDING SECOND AND FOURTH TUESDAY.

-ALL BILLS MUST BE SWORN TO-

BEING DULY SWORN, ON HIS OATH SAITH THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN, AND THAT NO BONDS HAVE BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID BILL.

VENDOR SIGN HERE: *[Signature]*

OFFICIAL POSITION: *CFO Tap of Lower*

APPROVED FOR PAYMENT

DEPARTMENT HEAD: APPROVAL FOR PAYMENT

FREEHOLDER: DIRECTOR OF DEPARTMENT

PRESENTED TO THE BOARD OF CHOSEN FREEHOLDERS AND APPROVED FOR PAYMENT

FREEHOLDER: REVENUE AND FINANCE

DATE CHECK NO.

IMPORTANT INSTRUCTIONS TO VENDOR:

- 1) Vendor must sign this Purchase Order and return to the SHIP PREPAID TO address noted above unless an address is noted in the body of this Purchase Order.
- 2) PO# must appear on all packages, packing slips and invoices.
- 3) Mail your invoice to the SHIP PREPAID TO address noted above unless an address is noted in the body of this Purchase Order.

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

RESOLUTION #2013-256

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>
268	5	Corelogic	paid twice	467.76
566	5	Corelogic	paid twice	803.54
500.06	2	Corelogic	paid twice	1,061.98

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

RESOLUTION #2013-257

Title: **RESOLUTION REAFFIRMING THE REVIEW AND FINAL APPROVAL OF THE APPLICATION AND PURCHASE OF THE DEVELOPMENT EASEMENT ON SLAMB FARM**

WHEREAS, the Cape May County Agriculture Development Board has granted final approval for the purchase of a Development Easement on property owned by Raymond A. and Elaine C. Slamb, at a certified value of \$37,100 per acre, designated as 12.74 acres, Block 510, Lot 4.02, 4.04, 22, also knows as 653 Route 9, Township of Lower, Cape May County, New Jersey; and

WHEREAS, the Board of Chosen Freeholders of the County of Cape May have entered into a contract to purchase said easement.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower has reviewed the aforesaid application, pursuant to N.J.A.C. 2:76-6.10(a)4. and in the best interest of the Township, approves the application and the purchase of the development easement of the property designated as, Block 510 Lots 4.02,4.04 & 22. 12.74 Acres, Township of Lower, Cape May County, State of New Jersey.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council of the Township of Lower at a meeting held on September 16, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

WILL MOREY
Freeholder

BARBARA M. ERNST
Director

CAPE MAY COUNTY
OPEN SPACE & FARMLAND PRESERVATION

4 MOORE ROAD
CAPE MAY COURT HOUSE, NJ 08210-1601
(609) 465-1086 • Fax: (609) 465-1418



September 5, 2013

Michael Voll,
Manager, Lower Township
2600 Bayshore Road
Villas, New Jersey 08251

Ref: Lower Township
Block 510, Lots 4.02, 4.04, 22
12.74 Acres

Dear Mr. Voll:

Enclosed please find a draft copy of a resolution that is needed before purchase of the development easement on the Slamb farm. A copy of the application and a copy of N.J.A.C. 2:76-6.10(a)4. requiring such review are also enclosed.

Thanking you in advance for your immediate attention to this matter.

Very truly yours,

Barbara M. Ernst

BME/bme

13/lowermanagerresstamb

§ 2:76-6.10 Final board review

(a) Within 30 days of the Committee's opening of the confidential offers pursuant to 2:76-6.9(d), the board shall approve or disapprove the applications and submit the following to the Committee:

1. The priority ranking of the approved applications based upon suitability criteria duly adopted by the board which evaluate the following:

i. Priority consideration shall be given to offers with higher numerical values obtained by applying the following formula:

[Click here to view image](#)

ii. The degree to which the purchase would encourage the survivability of the municipally approved program in productive agriculture; and

iii. The degree of imminence of change of the land from productive agriculture to nonagricultural use;

2. The final purchase price of the development easement for each application.

i. The purchase price of the development easement shall be adjusted according to the acceptance or rejection of any residual dwelling site opportunities permitted pursuant to 2:76-6.17 and other adjustments required by the Committee;

3. The justification for the board's decision; and

4. A copy of the municipal governing body's resolution approving the purchase of the development easement.

(b) Regardless of the board's ranking determined by (a) above, the board may disapprove an application if it determines that an applicant has initiated proceedings in anticipation of applying to sell a development easement or during the application process which have the effect of increasing the applicant's appraised development easement value.

HISTORY:

Amended by R.1988 d.493, effective October 17, 1988.

See: 20 New Jersey Register 1503(a), 20 New Jersey Register 2565(a).

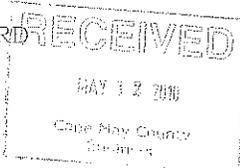
Added (a)1 and renumbered old (a)1.-2. as 2.-3; substituted "value" for "offer" in (a)2.

Amended by R.1990 d.529, effective November 5, 1990.

See: 22 New Jersey Register 1244(a), 22 New Jersey Register 3359(a).

Sixty day time frame established.

CAPE MAY COUNTY AGRICULTURE DEVELOPMENT BOARD



MARCH 2007

APPLICATION TO SELL A DEVELOPMENT EASEMENT

NOTE: Read and Complete All Portions of this Application.

This application to sell a development easement is made this 12 day of May, 2010.

A "development easement" means an interest in land, less than fee simple absolute title thereto, which enables the owner to develop the land for any non-agricultural purpose as determined by and acquired under the provisions N.J.S.A. 4:1C-11 et. seq. P.L. 1983, c.32, and any relevant rules or regulations promulgated pursuant thereto.

I/We, Raymond + Elaine Slamb landowner(s) of property located in the Township of Lowes, in the County of Cape May, known and designated as Block 510, Lot (s) 4.02-22, Acres 12.5 on the Tax Map of _____, Township, Cape May County, New Jersey, (hereinafter "Premises), apply to the Cape May County Agricultural Development Board, (Hereinafter "Board"), to sell a development easement pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et. seq., P.O. 1983, C.32, and N.J.A.C. 2:76-6.

OFFER TO SELL A DEVELOPMENT EASEMENT

Pursuant to N.J.A.C. 2:76-6.3, it is required that the applicant(s) submit an offer to sell a development easement to the Board.

NOTE: Landowners hereby acknowledge that they have been fully informed of the provisions related to the sale of a development easement and that a recommendation was made to obtain legal counsel.

In addition, in accordance with N.J.S.A. 4:1C-31g, "Any landowner whose application to sell a development easement has been rejected for any reason other than insufficient funds may not reapply to sell a development easement on the same land within 2 years of the original application."

As landowner(s) of the premises described above, I/we are willing to make an offer to sell a development easement to the Board in the amount of \$ Fair mkt. value per acre. The final total purchase price shall be based on the acreage of the premises determined by a survey authorized by the Board.

a. For farms less than or equal to 10 acres in size, to be eligible for preservation the farm must meet the following threshold criteria:

- > Provide evidence that the farm produces agricultural or horticultural products of at least \$2,500 annually;
- > At least 75% of the farm is tillable or a minimum of 5 contiguous acres, whichever is less;
- > At least 75%, or a minimum of 5 contiguous acres, (whichever is less) of the farm consists of soils that are capable of supporting agricultural production; and

- Purchase of the development easement must result in the loss of development potential based on the zoning utilized for purposes of value certification;
- b. For farms greater than 10 acres in size, to be eligible for preservation the farm must meet the following:
 - The farm must be capable of producing agricultural or horticultural products of at least \$2,500 annually;
 - The farm must possess at least 50% tillable land, or 25 contiguous acres, whichever is less, which is capable of supporting agricultural production; and
 - Purchase of the development easement must result in the loss of development potential based on the zoning utilized for purposes of value certification.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. LANDOWNER INFORMATION:

A. Write the name, mailing address, and phone number of all the landowners of the premises.

Is the applicant the owner of the farm? (Y/N) Y

Last Name: Slamb
 First Name: Raymond + Elaine
 Middle Initial: Ra + E
 Address: 653 RT 9
 City: Cape May
 State: N.J.
 Zip Code: 08204 4637
 Phone (day): 609-884-6221
 Phone (eve.): 609-884-6221
 Fax No.: _____

SS#: 183-26-1067 140-24-4794

Fed. ID#: 010-588-5821000

Form of Business: 1 (Use code from Appendix (A), Item A)

Standard Industrial Classification Code: 171-175 (See Appendix A, Item E)

B. Write the farm, corporate or business name, if any.

Willie's Tree Farm

C. Fill in the name of person(s), if any, residing on the property.

Raymond A. Slamb Elaine C. Slamb Mark E. Slamb
Mark W. Slamb Andrea Bailey Michelle Bailey

2. PROPERTY DESCRIPTION:

A. Write the street address of the property

653 + 655 RT 9 Cape May N.J.

Location:

1. Describe the location of the farm:

4 miles South of intersection of 9 + 47 on R.T. 9
(Ex. 1/4 mile N.E. of intersection of Oak Rd. & Creek Rd.)

2. Nearest Town: Erma (Name)

B. Identify the tax block and lot and deed reference of the premises.

Block 510 Lot(s) 22; Deed Book 03359, Page 907
Block 510 Lot(s) 4.02; Deed Book 03359, Page 91224
Block _____ Lot(s) _____; Deed Book _____, Page _____
Block _____ Lot(s) _____; Deed Book _____, Page _____

Recorded in: Middle Township, Cape May County

Please attach a copy of the deeds for the premises and tax maps.

C. Total acreage of the premises described in Part B.

12.9 Acres

Source of acreage (deed, tax maps, survey and survey date)

Tax bill

D. Will any portion of the above tax lots be excepted from the application (i.e. not included)? Yes No

If yes, identify the location, approximate shape and the acreage of the excepted area(s) on a tax map or survey.

EXCEPTIONS:

Exceptions mean portions of the applicant's land holdings which are not to be encumbered by the deed restrictions contained in N.J.A.C. 2:76-6.15.

Note: If an exception has been requested, please complete Addendum A.

What is the net acreage of the premises to be considered for easement purchase (total acreage less excepted acreage)?

_____ Acres

E. What is the total number of residential units on the premises?

2

Please identify the residential units on the premises by type as listed below:

1. Single Family Residential Buildings # 2

Standard single family housing yes

Manufactured home with permanent foundation _____

Other Barn

2. Multifamily Residential Buildings # _____

Duplex _____

Single Family with apartment _____

Other _____

3. Residential Buildings for Agricultural Labor

- # _____
- Single family house _____
- Dormitory style _____
- Manufactured home with permanent foundation _____
- Manufactured home without permanent foundation _____
- Apartment _____
- Other _____

4. Other:

List below all units specified above currently leased for nonagricultural purposes.

Note: Mobile homes should be considered under the manufactured home category.

F. Are you requesting the option to build future residences pursuant to N.J.A.C. 2:76- 6.17 (Residual Dwelling Site Opportunities - RDSO's)? (1 per 100 acres). _____ Yes No

If yes, please explain on an attached sheet. Additional housing units are subject to negotiation and approval.

G. Are there presently any non-agricultural uses or activities on the premises: (examples: office for a non-farm commercial business, antique shop or other service business, rental of buildings for non-farm use) _____ Yes No

If the answer to (G) is "yes", then complete Addendum (B).

Only those uses listed in Addendum B will be considered for inclusion in the Deed of Easement at the time of closing.

H. Is there a pending or approved subdivision or site plan application for the premises?

- YES Yes _____ No _____
- a. Is the subdivision approval preliminary? (Y/N): _____
- b. Is the subdivision approval final? (Y/N): Y _____

If the answer to (H) is "yes", then complete Addendum (C).

I. Is the premises served by public sewer: _____ Yes No

Is the premises served by public water: _____ Yes No

J. Please list and briefly describe all structures on the premises (barns, sheds, etc....)

2 single family houses - 30'x40' barn - 2 sheds

3. AGRICULTURAL USE AND PRODUCTION

A. List in order of importance, the type of agricultural enterprises on the premises (e.g. dairy, field crops, orchard, etc.) _____

B. Identify the appropriate acreage and/or percentage land use of the parcel to be considered for easement purchase.

Tillable cropland	_____ 1 Acres	_____ 8 %
Pasture	_____ Acres	_____ %
Orchard	_____ 2.5 Acres	_____ 20 %
Nursery	_____ Acres	_____ %
Woodland	_____ 3 Acres	_____ 24 %
Farmstead	_____ 2 Acres	_____ 16 %
Other (specify)	_____ Christmas Trees 3.5 Ac	_____ 36 %
	_____ Walnut Trees 1	

Attach copy of farmland assessment application.

C. Does the farm have a current Farm Conservation Plan?

_____ Yes No

D. Please describe all soil and water conservation practices.

APPLICANT SHALL OBTAIN WITHIN ONE YEAR OF THE DATE OF EASEMENT, A FARM CONSERVATION PLAN APPROVED BY THE LOCAL SOIL CONSERVATION DISTRICT, PURSUANT TO N.J.A.C. 2:76-6:15(a)7i.

YES Yes

E. Is the farm currently enrolled in an 8-year program?

_____ Yes No

4. SPECIAL CONSIDERATIONS:

A. Identify anything particularly special about the premises (historical significance, uniqueness of the agricultural operation, environmental significance, etc.) _____

B. Are you a full-time farmer? _____ Yes No

C. Is farming your primary income source?

_____ Yes No

5. LIENS/EASEMENTS/RIGHTS-OF-WAY: Please list all liens, rights-of-way that exist on the premises and identify the approximate location on a tax map: _____

NOTE: The applicant shall receive preliminary approval from the current lien easement and right-of-ways holders granting the applicant permission to proceed with negotiations involving the sale of a development easement. Please attach letter(s) of approval.

This preliminary commitment is NOT a final subordination of all rights. In accordance with N.J.A.C. 2:76-6.13, where the landowner has accepted an offer to sell a development easement, the landowner shall provide evidence that the current lien, easement and right-of-way holders, as required by the Committee and Board, subordinate their rights to the rights and privileges granted by the sale of the development easement to the Board and shall supply recordable evidence of their subordination at the time of the transfer of the easement.

Regarding public utility easements, the applicant shall note if any exist. The Board will determine if the easement holder should be notified or if a waiver should be granted.

(1) Is there an existing pond or well on the farm?
 Yes No

Location well approx center of land

(2) Do you have an NJDEP Agricultural Water Use Certification?
 Yes No

6. ADDITIONAL INFORMATION: The Board may request additional information.

(1) 7 Year Documented history of farming Yes No
(Assessment forms or letter from assessor or income tax forms)

(2) If warranted due to a shortfall of funding applicant is willing to take a multi-year payout. Yes No

The landowner hereby gives the Board permission to proceed with the review and evaluation of this APPLICATION to determine the suitability of the land for development easement purchase pursuant to N.J.S.A. 4:1C-11 et. seq., P.L. 12983, c.32 and N.J.A.C. 2:76-6.

<u>Raymond A Slamb</u>	<u>5-12-2010</u>
<u>Elaine C Slamb</u>	<u>5-12-2010</u>
Landowner(s) Signature(s)	Date

All persons listed on the deed must sign above.

Return this application to: Farmland Preservation
DN 309, 4 Moore Road
Cape May Court House, N.J. 08210

The undersigned landowner hereby certifies that all information provided in the within application is true. The undersigned landowner understands that the Cape May County Agriculture Development Board and/or the County of Cape May reserves the right to take any necessary action against said landowner to procure the return of any funds advanced for the purchase of a development easement in the event it is determined that the landowner supplied false or misleading information in the within application.

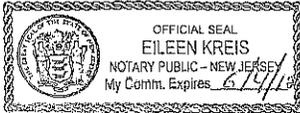
Raymond G. Slamb
Name of Landowner

Steve C Slamb
Name of Landowner

Sworn and subscribed before me

this 12 day of MAY, 20 10.

Eileen Kreis
Notary Public (Print Name and Title below signature)



APPENDIX A

utilize the following codes when completing the Application.

FORM OF BUSINESS

TYPE	CODE
Sole proprietor (Husband & Wife)	(01)
Multiple proprietors	(02)
Corporation	(03)
Partnership	(04)
Estate	(05)
Trust	(06)
County	(07)
Municipality	(08)
Conservation Org.	(09)
Institution	(10)

COUNTY AND MUNICIPAL CODES
Utilize the attached list of codes.

AGRICULTURAL DEVELOPMENT AREA

TYPE	CODE
ADA (DESIGNATED)	(01)
ADA (VOLUNTARY)	(02)

N.J. STATE DEVELOPMENT AND REDEVELOPMENT PLANNING AREAS

TYPE	CODE
Metropolitan Planning Area (PA1)	01
Suburban Planning Area (PA2)	02
Fringe Planning Area (PA3)	03
Rural Planning Area (PA4)	04
Rural/Environmentally Sens. (PA4B)	05
Environmentally Sensitive (PA5)	06

Standard Industrial Codes

APPENDIX A ITEM E

0110	CASH GRAINS	0279	ANIMAL SPECIALTIES, NEC
0111	WHEAT	0291	GENERAL FARMS, PRIM LIVESTOCK & ANIMAL
0112	RICE	0711	SOIL PREPARATION SERVICES
0115	CORN	0721	CROP PLANTING, CULTIVATING AND PROTECTING
0116	SOYBEANS	0722	CROP HARVESTING, PRIMARILY BY MACHINE
0119	CASH GRAINS, NEC	0723	CROP PREPARATION SERVICES FOR MARKET, EXCEPT COTTON GINNING
0131	COTTON	0724	COTTON GINNING
0132	TOBACCO	0741	VETERINARY SERVICES FOR LIVESTOCK
0133	SUGARCANE AND SUGAR BEETS	0742	VETERINARY SERVICES FOR ANIMAL SPECIALTIES
0134	IRISH POTATOES	0751	LIVESTOCK SERVICES, EXCEPT VETERINARY
0139	FIELD CROPS, EX CASH GRAINS, NEC	0752	ANIMAL SPECIALTY SERVICES, EXCEPT VETERINARY
0161	VEGETABLES AND MELONS	0761	FARM LABOR CONTRACTORS AND CREW LEADERS
0171	BERRY CROPS	0762	FARM MANAGEMENT SERVICES
0172	GRAPES	0781	LANDSCAPE CONSELING AND PLANNING
0173	TREE NUTS	0782	LAWN AND GARDEN SERVICES
0174	CITRUS FRUITS	0783	ORNAMENTAL SHRUB AND TREE SERVICES
0175	DECIDUOUS TREE FRUITS	0811	TIMBER TRACTS
0179	FRUIT AND TREE NUTS, NEC.	0831	FOREST NURSERIES & GATHER. OF FOREST PRODUCTS
0181	ORNAMENTAL NURSERY PROD	0851	FORESTRY SERVICES
0182	FOOD CROPS GROWN UNDER COVER	0912	FINFISH
0191	GENERAL FARMS, PRIMARILY CROP	0913	SHELLFISH
0211	BEEF CATTLE FEEDLOTS	0919	MISCELLANEOUS MARINE PRODUCTS
0212	BEEF CATTLE, EXCEPT FEEDLOTS	0921	FISH HATCHERIES AND PRESERVES
0213	HOGS	0971	HUNTING, TRAPPING, AND GAME PROPAGATION
0214	SHEEP AND GOATS		
0219	GENERAL LIVESTOCK EX DAIRY & POULTRY		
0241	DAIRY FARMS		
0251	BROILER, FRYER & ROASTER CHICKENS		
0252	CHICKEN EGGS		
0253	TURKEY AND TURKEY EGGS		
0254	POULTRY HATCHERIES		
0259	POULTRY & EGGS, NEC		
0271	FUR-BEARING ANIMALS AND RABBITS		
0272	HORSES AND OTHER EQUINES		
0273	ANIMAL AQUACULTURE		

ADDENDUM A

EXCEPTION(S) ATTACHMENT:

(Complete for each exception.)

Location: Block _____, Lot _____

Size: _____ Local Zoning _____

Percent of total premises: _____

Applicant's reasons for exception: _____

Justification, provided by the Board: _____

1. Is the exception for county and/or municipal farmland preservation and/or open space programs?

(Y/N): _____

2. Can the exception be severed from the premises?

(Y/N): _____

3. Does the size of the individual exception exceed local zoning requirements to construct one single family residential dwelling?

(Y/N): _____

a. If yes, how many building lots or portions thereof are there in excess of the local zoning requirements for one single family dwelling?

b. Is the landowner willing to restrict the exception to only one residential unit:

Yes _____ No _____

4. Does the total acreage for all of the exception(s) exceed 10% of the total acreage?

Yes _____ No _____

5. Will there be any right to farm language required on the deed of the exception?

Yes _____ No _____

6. Is the CADE placing other requirements on the exception?

Yes _____ No _____

If yes, what are the requirements? _____

7. Does the exception have a significant negative impact?

Yes _____ No _____

Note: Identify the location of the exception in relation to the boundaries of the application on a tax map.

ADDENDUM C

SUBDIVISION OF THE PREMISES ATTACHMENT:

1. Please fully describe the status of any subdivision approvals or actions taken to obtain subdivision approval.
2. Include a copy of the municipality's resolution confirming the data and conditions of approval.
3. Include any other pertinent information, (DEP permit, etc.)

*Lower Township has given us final approval
for the subdivision*

9 well permits

9 septic permits

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

RESOLUTION #2013-258

**TITLE: APPROVAL OF WIZARDS FESTIVAL OF FUN EVENTS
FERRY MERRY CHRISTMAS DECEMBER 22, 2013 AND NEW
YEARS EVE CELEBRATION DECEMBER 31, 2013**

WHEREAS, the Township Recreation Department is contracting two events with Wizards Festival of Fun; Ferry Merry Christmas which takes place at the Ferry Terminal on December 22, 2013 for \$4,235.00 and New Years Eve Celebration on December 31, 2013 for \$2,650.00 at the Recreation Department 2600 Bayshore Road, Villas, NJ.

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A and Exhibit B, which will be paid upon completion of event; and

WHEREAS, the events and payments are as follows:

Ferry Merry Christmas \$4235.00 12/22/2013 Located at DRBA Ferry Terminal
New Years Eve Event \$2650.00 12/31/2013 Located at Recreation Dept. and;

WHEREAS, the CFO has determined sufficient funds are available in the budget under Celebration of Public Events 3-01-30-420-299 as evidenced by the

CFO's 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 Mayor is hereby authorized and directed to sign the attached agreement with Wizards Festival of Fun.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on September 23, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

Wizards Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
www.wizardsfestivaloffun.com
e-mail: abelmont@wizardsfestivaloffun.com

September 4, 2013

Mr. Mitchell Plenn, Ass't Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) recreation@townshipoflower.org
Dear Mr. Plenn:

Thanks for your interest in our proposal for your ***Ferry Merry Christmas Party***. Our credentials include more than twenty years experience in creating exciting Special Events for government and corporate clients, compliance with all New Jersey regulations, membership in leading trade groups and one-million dollar Liability Insurance including certificate of insurance with our clients named as additional insured.

From Noon until 3 PM on Sunday, Dec 22, 2013, we propose to provide:

Crafts in the Gallery. Three Craft Stations with attendants means lots of fun for kids from 3 to 9. Each child will receive 3 craft tickets to use at any of the three stations either *Decorated Christmas Tree, Decorated Hanging Ornament and decorated Christmas Cookie.*

Face Painting by Lynn. This accomplished artist uses all non-allergenic paints. She will work with an assistant and be a real treat for your young guests with her beautiful Christmas Designs.

Ferry Merry Christmas Themed Winter Carnival Games. Four fun-filled themed games with operators - Penguin Bean Bag Knockdown, Ice Fishing, Polar Bear Hoop Toss and Sow Ball Tic-Tac-Toe. Each child will receive 4 tickets to play the games. Each child will receive a prize coupon, win or lose, every time they play. Winners will receive additional prize coupons based. Every child will be able to trade his or her coupons in at our prize station to claim inexpensive winner keepsake type prizes.

Join Santa in the Lobby. Our beautifully costumed Santa, seated in a colorful Christmas Sleigh, will personally meet and greet each of your young guests.

The Christmas Balloonatic. A colorfully costumed pitchman presenting Balloon Sculpture at its best.

Christmas Inflatable. An adorable Christmas Inflatable will mark the entrance to your event.

All of the above will add up to a memorable and fun-filled party. Total cost as outlined above will be \$4,235. At the Christmas season is so busy, most performers will not give holds on their services; therefore a prompt reply will be appreciated. Thanks again for your consideration.

Sincerely,

Al Belmont

President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
E-mail: abelmont@wizardsfestivaloffun.com

AMB/sp

Wizards Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
www.wizardsfestivaloffun.com
e-mail: abelmont@wizardsfestivaloffun.com

September 4, 2013

Mr. Mitchell Plenn, Ass't Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) recreation@townshipoflower.org
Dear Mr. Plenn:

We propose to provide the items listed below for your New Years Eve Celebration from 6:30 PM until 9 PM on Tuesday, December 31, 2013. We will comply with all New Jersey regulations. In addition, we will provide one million dollar of liability insurance naming Lower Township as additional insured.

- ***Mickey Mouse Club House Combination Unit with one attendant.***



Our 5-in-1 Bounce is the ultimate in inflatable jumpers offering a basketball hoop, both log and pop-up obstacles in addition to a climb and an exit slide. Parents have a clear view through the 360-degree mesh sides. Dimensions: 18'L x 19'W x 15'H.

- ***Olympic Double Basketball Shootout.*** Encourage team spirit and friendly competition as children play Basketball Shootout. This game is a perfect size for kids of all ages including small kids. Dimensions: 24"L x 16'6"W x 13'H.
- ***Two (2) Country Fair Games of Skill.*** Two fun-filled games including Fat Cat Fuzzy Cat Beanbag Toss Knockdown and Crazy Kan Beanbag Toss Knockdown.
- ***Engine Company 1 Humvee 4 X 4 Fun Bounce with one attendant.*** Your young guests through age 10 will love this beautiful Fire Engine themed bounce. Dimensions: 24"L x 16'6"W x 13'H.

All the above adds up to a memorable, fun-filled party. Total cost will be \$2,650. You must supply two eight-foot tables for each game (Total of four tables), a separate dedicated 20 amp line of 110 volt of electricity within 100 feet of each inflatable and additional helpers to serve as attendants for the Sports Combo Unit and two country fair games.

If you accept our proposal, we will provide everything specified above for the price and under the terms and conditions specified above. Any additions or changes to this proposal that you request will be provided at extra cost to you. Due to the high demand for New Years Eve activities, we cannot give holds on services. We must continue to solicit business for the items above until you approve and accept our proposal. No dates or services will be reserved and Wizard's will have no obligation to provide the above until we have received your purchase order accepting the proposal as outlined above and we acknowledge and accept your purchase order. Therefore, please respond as soon as possible.
Sincerely,

Al Belmont

President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
E-mail: abelmont@wizardsfestivaloffun.com

AMB/sp

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

Ordinance # 2013-19

AN ORDINANCE AMENDING CHAPTER 441 ENTITLED "NOISE" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LOWER

WHEREAS, Section 441-6 of the Revised General Ordinances of the Township of Lower governs Prohibited Acts contained in the noise Ordinance of the Township of Lower; and

WHEREAS, Lower Township Council has received requests to change Section B(4) regarding the noise created during the loading and unloading of trucks during certain times of the day.

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

Section 1. Section 441-6 B(4) of the Revised General Ordinance of the Township of Lower is hereby amended to read as follows:

§441-6 Prohibited Acts

B. No persons shall cause, suffer, allow or permit the following acts:

- (4) Loading and Unloading: loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, liquids, garbage cans, refuse or similar objects, or the pneumatic or pumped loading or unloading of bulk materials in liquid, gaseous, powder, or pellet form for the compacting of refuse between the hours of 10:00 p.m. and 8:00 a.m. seven days a week; except by permit, when the sound therefrom creates a noise disturbance across a residential real property line.

Section 2. All other Ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such 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 take effect twenty (20) days after final passage and Publication as provided by law.

Thomas Conrad, Councilmember

James Neville, Councilmember

, Councilmember

Norris Clark, Deputy Mayor

Michael E. Beck, Mayor

Adopted: _____

Attest: _____
Julie A. Picard, Township Clerk

Ordinance # 2013-20

AN ORDINANCE AMENDING ORDINANCE #2012-01; AN ORDINANCE AMENDING CHAPTER 3, ADMINISTRATION OF GOVERNMENT, OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, Chapter 3, Article II, ss3-8 of the Code of the Township of Lower sets forth the Powers and Duties of the Township Council and was amended by Ordinance #2012-01 adding training policies for Council; and

WHEREAS, the State of New Jersey Best Practices suggests that Council members should attend instructional courses covering the responsibilities and obligations of elected officials..

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

Section 1. Article II, Township Council, ss3-8B (4) (e) [3] shall be added and read:

[3] Elected Officials are required to attend, on an annual basis, at least one instructional course, approved for continuing education credits by DLGS, covering the responsibility and obligations of elected officials

Section 2. All other Ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such 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 take effect twenty (20) days after final passage and Publication as provided by law.

Thomas Conrad, Councilmember

James Neville, Councilmember

, Councilmember

Norris Clark, Deputy Mayor

Michael E. Beck, Mayor

Adopted: _____

Attest: _____
Julie A. Picard, Township Clerk

ANIMAL CONTROL MONTHLY REPORT

MONTH OF August ~~20~~ 2013

ACO STEVE ~~APRIL~~ DATE 8/31/13

	DOGS	CATS	WILDLIFE
TOTAL CALLS	3	1 Q	6 Q
TO SHELTER	0	1	
RETURNED	0	0	
TO VET	0	1	SEAGULL
DOA	1	0	SKUNK
WARNINGS	0	0	
TICKETS	0	0	
BITES	1	0	
QUARANTINES	1	0	
OTHER	0	0	

*OTHER includes complaints of barking dogs ,dogs left outside too long ,other disturbances and reports of animal abuse or neglect.

Additional Comments

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

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 08/01/2013 To 08/31/2013

September 10, 2013 4:19:10PM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$510,495.00	Cubic Footage:	243884 Cu.ft	Permit Issued:	233
Cost Of Alteration:	\$3,477,864.00	Square Footage:	17597 Sq.ft	Updates Issued:	5
Cost Of Demolition:	\$1,000.00			All Fees Waived:	5
Total Cost:	\$3,989,359.00			Municipal Fees Waived:	1

PERMIT FEES

ADMIN FEES

WAIVED FEES

TOTAL FEES

Building:	\$37,048.00	Building:	\$0.00	Building:	\$19,532.00	Building Fees:	\$17,516.00
Electrical:	\$9,713.00	Electrical:	\$0.00	Electrical:	\$4,946.00	Electrical Fees:	\$4,767.00
Fire :	\$2,676.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$2,676.00
Plumbing:	\$12,276.00	Plumbing:	\$0.00	Plumbing:	\$45.00	Plumbing Fees:	\$12,231.00
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:	\$24,523.00	Technical Fees:	\$37,190.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$816.00	\$0.00	\$816.00
Alteration Training Fee:	\$5,921.00	\$4,351.00	\$1,570.00
DCA Minimum Fee:	\$35.00	\$1.00	\$34.00
Sub total Training Fee:	\$6,772.00	\$4,352.00	\$2,420.00

TECHNICAL ISSUES

Building Technical:	78
Electrical Technical:	59
Fire Protection Technical:	20
Plumbing Technical:	144
Elevator Technical:	
Mechanical Technical:	

CERTIFICATE ISSUES

Certificate of Occupancy:	7
Certificate of Approval:	117
Certificate of Continued Occupancy:	1

Certificate of Occupancy Fee:	\$683.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$683.00

PERMIT FEES:	\$37,190.00
DCA FEES:	\$2,420.00
CERTIFICATE FEES:	\$683.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$40,293.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$151.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$40,494.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 08/01/2013 To 08/31/2013

September 10, 2013 4:17:58PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$2,342.00	\$38,001.00	\$0.00	\$40,343.00
DUMPSTER	Sub Totals:	\$10.00	\$0.00	\$0.00	\$10.00
CCO FEES	Sub Totals:	\$0.00	\$151.00	\$0.00	\$151.00
LICENSE FEES	Sub Totals:	\$0.00	\$1,000.00	\$0.00	\$1,000.00
GRAND TOTALS:		\$2,352.00	\$39,152.00	\$0.00	\$41,504.00

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: 08/01/2013 To 08/31/2013

September 11 , 2013 12:31:19PM

SUMMARY

<u>CONSTRUCTION COSTS</u>				<u>COUNT</u>	
Cost Of Construction:	\$0.00	Cubic Footage:	0 Cu.ft	Permit Issued:	5
Cost Of Alteration:	\$15,541.00	Square Footage:	0 Sq.ft	Updates Issued:	0
Cost Of Demolition:	\$0.00			All Fees Waived:	0
Total Cost:	\$15,541.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$390.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$390.00
Electrical:	\$90.00	Electrical:	\$0.00	Electrical:	\$0.00	Electrical Fees:	\$90.00
Fire :	\$58.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$58.00
Plumbing:	\$127.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$127.00
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:	\$665.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$0.00	\$0.00	\$0.00
Alteration Training Fee:	\$26.00	\$0.00	\$26.00
DCA Minimum Fee:	\$1.00	\$0.00	\$1.00
Sub total Training Fee:	\$27.00	\$0.00	\$27.00

TECHNICAL ISSUES

Building Technical:	1
Electrical Technical:	2
Fire Protection Technical:	1
Plumbing Technical:	2
Elevator Technical:	
Mechanical Technical:	

CERTIFICATE ISSUES

Certificate of Occupancy:	0
Certificate of Approval:	5
Certificate of Continued Occupancy:	0

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

PERMIT FEES:	\$665.00
FEES:	\$27.00
CERTIFICATE FEES:	\$0.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$692.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$692.00

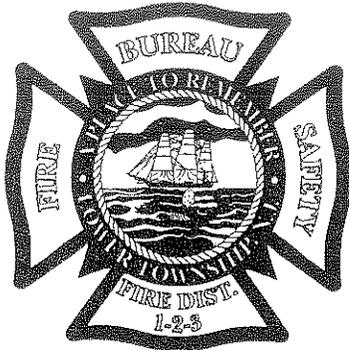
OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 08/01/2013 To 08/31/2013

September 11, 2013 12:32:07PM

ACCOUNT:	Cash Amount	Check Amount	Credit Card Amount	Total Fee	
PERMIT FEES	Sub Totals:	\$0.00	\$692.00	\$0.00	\$692.00
GRAND TOTALS:		\$0.00	\$692.00	\$0.00	\$692.00



BUREAU OF FIRE SAFETY - TOWNSHIP OF LOWER

Public Safety Building
1389 Langley Road
Cape May County Airport
Phone: (609) 889-0404
Fax: (609) 889-8876

Mailing Address:
407 Breakwater Road
Erma, NJ 08204

For the month of August 2013, the Lower Township Bureau of Fire Safety made deposits of \$11,385.00 in the Lower Township Tax office.

Sincerely,

**David P. Perry
Fire Official**

**cc: file
Board Members
Lauren Read
Mike Voll**

Clark's

Register Report
8/1/2013 Through 8/31/2013

9/3/2013

Page 1

Account	Num	Description	Memo	Category	Amount
INCOME					
TOTAL Business Mercantile 2013-2014					3,221.00
TOTAL Campgrounds & Trailers					119.00
TOTAL Copies & Postage					5.50
TOTAL Rental Merc 2013-2014					9,975.00
TOTAL Scrapper					20.00
TOTAL Street Openings					460.00
TOTAL Yard Sales					690.00
TOTAL INCOME					14,490.50
EXPENSES					
TOTAL Ice Cream Salesman					20.00
TOTAL EXPENSES					20.00
TRANSFERS					
TOTAL Council Checking					1,500.00
TOTAL TRANSFERS					1,500.00
OVERALL TOTAL					0.00



**Lower Township Police Department
Monthly Activity Report**

2013

	August	Total:
General Complaints and Service Calls	4089	30038
Emergency Medical Calls with L. T. Rescue	193	1449
Fire Alarm Call Outs (Total)	58	359
Villas Fire Company	13	112
Town Bank Fire Company	20	157
Erma Fire Company	25	100
Assaults	4	39
Robbery	0	3
Domestic Violence Complaints	51	281
Domestic Violence with Assaults	8	52
Motor Vehicle Accidents	54	354
Traffic Warnings	27	231
Traffic Summons	157	1417
Motor Vehicle Stops	623	4490
Local Ordinance Warnings	0	8
Local Ordinance Complaints	9	37
Assaults on Police Officers (UCR Report Return "A")	1	9
Residential and Commercial Alarm Calls	57	450
Property Checks	1275	10229
Death Investigations	1	29
Burglaries	14	50
Thefts	48	275
Criminal Mischief Complaints	30	251
Disorderly Conduct Complaints	124	616
Animal Control Complaints	230	1598
Adult Arrests (UCR Report Return "A")	66	411
Juvenile Arrests (UCR Report Return "A")	10	60
D.W.I. Arrests (UCR Report JV & Adult Arrests Combined)	5	53
Drug Possession Arrests (UCR Report JV & Adult Arrests Combined)	11	61
Investigation Reports Completed	114	788
Supplemental Investigation Reports Completed	79	371
Total Value Property Stolen (UCR Report Return "A")	\$69,739.00	\$290,191.00
Total Value Property Recovered (UCR Report Return "A")	\$21,820.00	\$45,731.00



**Lower Township Police Department
Monthly Activity Report**

2013

	August	Total:
Man Power Loss in Hours		
Union	0	0
Suspended	0	1692
Vacation	744	6462
Personal	105	727
Comp Hours	0	57
Sick Hours	252	1713
Injury Hours	96	894
Training Hours	332	3348
Military Training	240	672
Police Department Overtime in Hours		
Operations Overtime	160.5	1536.75
Operations Comp Time	46	660
Investigation Division Overtime	47	265.65
Investigation Division Comp Time	8.5	51.5
Court Overtime	23	161.25
Court Comp Time	7	36
Holiday Overtime	6	634.75
Holiday Comp Time	0	179.5
Government/Grant Funding Overtime in Hours		0
Click It or Ticket	6	133
Cops n Shops	0	6
JV Curfew	0	0
DWI Patrol	0	0
Other	107	211
Private Funding Overtime in Hours		
Special Detail	505	577

Prepared by:

Captain Thomas Beeby *Capt. Tom Beeby*
Date: 9-12-13

**2013 CASH RECEIPTS
AUGUST**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Preliminary tax (2014)	138,182.47	529,189.80
Current year taxes (2013)	7,659,205.34	39,420,326.68
Prior year taxes (2012)	1,163.55	1,152,062.87
MUNICIPAL LIEN	403.40	738.99
RECORDING	40.00	52.00
Arrears		5,434.99
Bankruptcy	4.73	2,680.64
State Audit Payback		6,850.00
6% Penalty		7,753.83
Tax Search Fees		210.00
Interest	8,330.62	142,940.03
Lot clearing		15,660.00
Returned Check Fees	60.00	200.00
Duplicate Bills	180.00	685.00
Trash	2,017.75	36,214.13
Cost of Sale		20,720.20
Municipal Service Fees	420.00	48,802.61
MUA		156,998.19
Premium		441,100.00
TOTAL DEPOSITS	7,810,007.86	41,988,619.96
DEPOSITED TO COUNCIL CHECK	7,653,701.21	40,686,230.75
DEPOSITED TO WIPP ACCOUNT	156,306.65	861,289.21
PREMIUM		441,100.00
TOTAL DEPOSITS	7,810,007.86	41,988,619.96
NSF Reversals	(5,181.91)	(21,408.13)
TOTAL	7,804,825.95	41,967,211.83

Prepared by Susan Jackson

**2013 AUGUST
VITAL STATISTICS**

Marriages/CU	19
Ceritified Copies	158
Ceritified Copies EDRS	3
Burial Permits	0

Marriages/CU State	\$475.00
Marriages/CU Twp	\$57.00
Certified Copies	\$1,580.00
Certified Copies EDRS	\$30.00
Burial Permits	\$0.00

TOTAL	\$2,142.00
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2013-259

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.
- X**_____ (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. **AFSCME REC AIDES**
- _____ (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.
- _____ (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 September 16, 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 the original resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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

RESOLUTION #2013-260

TITLE: A RESOLUTION TO RATIFY THE BARGAINING AGREEMENT BETWEEN LOWER TOWNSHIP AND THE LOWER TOWNSHIP RECREATION AIDS ASSOCIATION LOCAL #3779B, AFSCME DISTRICT COUNCIL #71, AFL-CIO

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with The Lower Township's Recreation Aides Association- Local #3779B, AFSCME District Council #71; and

WHEREAS, the parties have reached an agreement; and

WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's ratification of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED the attached Collective Bargaining Agreement is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to execute the ratified Collective Bargaining Agreement in accordance with and under the terms as outlined herein above, on behalf of the Township.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on September 16, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
CAPE MAY COUNTY
AND
LOWER TOWNSHIP RECREATION AIDES
ASSOCIATION - LOCAL #3779B
AFSCME, DISTRICT COUNCIL #71 AFL-CIO

JANUARY 1, 2012
THROUGH
DECEMBER 31, 2016

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PREAMBLE

This agreement, entered into this ____ day of _____, 2008, by and between the Township of Lower, in the County of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Lower Township Recreation Aides, Local #3779B affiliated with AFSCME, District Council #71, AFL-CIO, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION

The employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its aides and senior citizen program aides or any newly created positions within the parameters of the Union's certification ("Employers").

ARTICLE II

CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Township.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of Council together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish the Township to an official notification on letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

E. The Union will provide the necessary "Check Off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III

AGENCY SHOP

A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any action.

ARTICLE IV

MANAGEMENT RIGHTS

A. The township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the forgoing, the following rights:

1. To executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees, in consultation with the Department Head concerned.
3. To suspend, demote or discharge or take any other disciplinary action for good and just cause according to law, in consultation with the Department Head concerned, subject to N.J.A.C. 4:1-16.1, et seq.

B. The exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute the technological improvements within the Department, subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment or method of operation of the Department, or lowering the manpower requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, so far as practicable to institute these improvements in such manner that there will be at least possible hardships to employees, included but not limited to retraining, relocation within the Township, or reclassification of said employee or employees, where applicable. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement.

ARTICLE V

VACATIONS

A. Annual vacations shall be granted as follows:

Up to 2,080 hours of working service	8 hours for each 174 hours
After 2,080 hours and up to 10,440 hours	8 hours for each 160 hours
After 10,440 hours and up to 20,800 hours	8 hours for each 130 hours
After 20,800 hours and up to 31,200 hours	8 hours for each 104 hours
After 31,200 hours	8 hours for each 84 hours

Vacations shall be rescheduled only with the approval of the Department Head. The Township reserves the right to refuse vacation requests if administrative pressures so require. The Township further reserves the right to adjudicate conflicting vacation request by means of seniority. Time shall accrue as worked and be posted on each paycheck at least monthly.

B. Any vacation leave which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.

C. Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time which has accumulated in the year of retirement or resignation, prorated in accordance with Paragraph D below, and the immediately preceding calendar year. Resignation in good standing is written as least fourteen (14) days in advance, and will be worked or on approved leave in order to receive unused vacation pay.

D. Vacation leave entitlements for the entire year shall be available for use when earned in accordance with Paragraph A of this Article V.

ARTICLE VI

HOLIDAYS/PERSONAL DAYS

A. Holidays – The Township recognizes 14 holidays as listed below. The Township agrees to add Easter as a holiday for employees covered by this Agreement. If an employee is scheduled to work on a holiday that employee shall be compensated at time and one half for the hours worked to be paid as part of regular pay. In the event a holiday falls on a day when an employee would normally be scheduled to work but because the Recreation Center and/or Millman Center are closed then the employee shall be paid regular rate of pay the hours normally worked.

Columbus Day
Election Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas

B. Personal Leave – Each employee shall receive a pro rated share of annual personal leave based on four (4) full eight-hour days for full time employment determined by dividing the number of hours worked on 2080 and then multiplying the quotient thereof by 32 hours to determine the number of hours permitted for personal time in each applicable year. Personal leave will be available for use when earned in accordance with this Paragraph.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional employees working thirty-five (35) hours per week or more as regularly scheduled ("Full Time Employees"), and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Major Medical Benefits with 100% coverage in-network for covered services. For out-of-network services, there will be a \$750 deductible and a 40% coinsurance charge after deductibles on the first \$2,500 of covered charges. The maximum deductibles and coinsurance charges per family will be based on two individuals totaling \$1,500 for the deductibles and \$1,600 for coinsurance. The deductibles and coinsurance charges do not apply in-network. The in-network co-payments will be \$15 per office visit. All coverage for out-of-network will be based upon usual and customary charges. The covered services provided hereunder are set forth on Schedule A attached hereto.
2. A Prescription Drug Plan which will require co-payments of \$5 for generic and \$10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication for mail orders.
3. A Dental Plan with payment limitations as follows:

Preventative Maintenance, etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (fixed and removable)	85%
Orthodontics	85%

Maximum Benefit: \$1,500 per person per calendar year. \$3,150 lifetime maximum per person for orthodontic service, until and unless otherwise negotiated.

4. A Vision Care Plan with benefits payable only once every twenty four (24) months, except for Vision Analysis which will be payable every year provided a preferred provider is used as follows:

Vision Analysis	\$110
Single Vision Lenses	\$100
Bi-focal Lenses	\$115
Multi-focal Lenses	\$130
Contact Lenses	\$140

Frames

\$115

5. These benefits, in their amended form, will start on the date this Agreement is executed by both parties and shall continue for the life of the term of this Agreement and until a successor Agreement is reached between the parties subject to the provisions in Paragraph D below.

B. The Township shall provide the following health benefit coverage for retired employees up the minimum age requirements for medicare coverage:

1. Eligibility

- a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.
- b. Employee retires before age sixty-two (62) with at least twenty-five (25) years service with the Township.
- c. Coverage is for retired employee and those dependents at time of retirement , but only for as long as they remain dependents. Subsequent marriage will not make a new spouse and dependents eligible.

2. Benefits

- a. Major Medical Benefits as described under Section A.1 of this Article.
- b. Prescription Drug Plan as described under Section A.2 of this Article.

3. Coordination of Benefits

If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage there under, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job which provides health benefits, with employed spouse's benefits primary.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the minimum age requirement for medicare coverage.

1. Eligibility

- a. Employee retired at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.
 - b. Employee retired with at least twenty-five (25) years service with the Township, not necessarily continuous, at the time of retirement.
 - c. Employee retired at age sixty-five (65) or older but with less than fifteen (15) years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.
 - d. Coverage is for retired employee and spouse, both of whom have reached the minimum age requirements for medicare coverage. When one employee or spouse reaches the minimum age, the other will continue to receive coverage as described under Section B of this Article, until he/she also reaches the minimum age.
2. Benefits are limited to a maximum of \$830, for retired employee and spouse, to assist in the purchase of a medicare supplement health benefits plan. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplements directly, or to reimburse the retired employee and/or spouse.
 3. If retired employee or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder, and the Township will be the secondary insurer. Coordination of benefits will apply.

D. The Township retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing the Township retains the exclusive right to return to the New Jersey State Health Benefits Plan that is substantially equivalent to the employee's current coverage in a base plan that is equal to or better than current coverage. All plans offered by the State Health Benefits Plan shall be offered to employees who shall pay the difference if they select a plan more costly than the aforesaid base plan. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than current coverage. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Union thirty (30) days notice prior to implementing the new plan or carrier.

E. When both husband and wife are Township employees, family coverage will be provided under only one Agreement, with the supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In-and Out-of-Network deductibles and co-payments.

F. When an employees spouse works for another employee with family health benefits, then the employee may waive health insurance coverage under the Township plan in favor of coverage under the spouses' plan. In this event, the Township will annually award a \$4,000 cash payment, payable in quarterly payments of \$1,000 in that year in lieu of enrolling the employee in the Township plans. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including but not limited to, the retirement or death of the spouse, or divorce.

G. The Township agrees to provide a free legal defense to any employee sued in his/her official capacity for any legal act committed within his/her authority as Township Employee.

H. The Township shall continue to provide a \$10,000 life insurance policy on the full-time employee's life only, in addition to the insurance provided by the state pension plan.

I. Cost Contribution - Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining Unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, the contribution, if any of all bargaining unit members who retire on or after June 28, 2011, shall be in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

ARTICLE VIII

LEAVE OF ABSENCE

A. Military Leave – Military Leave shall be granted when an employee is required to undergo field training.

B. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act (“FMLA”) and the New Jersey Family Leave Act (“NJFLA”) and the regulations promulgated thereunder. Under the provisions of these statutes, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the employee, upon good cause shown, for up to six (6) additional months excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee’s own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the employer will grant in accordance with the provisions of each statute. If the employee takes FMLA or NJFLA leave, the employee may, at the employee’s option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from health care provider pursuant to all applicable laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be paid for a period in excess of six (6) months.

C. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article Vi. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

D. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have the sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional of vacation, sick and personal days during the period of such leave of absence.

E. Unless otherwise specifically set forth in this Agreement to the contrary, all the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to members of AFSCME.

F. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all of the sick, vacation and personal days which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal days are not earned during any FMLA and NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an employee on such leave does not return to work, he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in this Agreement, or (ii) if an employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

G. Bereavement Leave – In the event of a death of an employee’s “family member” as listed below, an employee shall be granted up to three (3) working days off without loss of pay from the date of death up to and including the day after the funeral. The following is a list of those persons who qualify within the term “family member.”

- Mother
- Father
- Spouse
- Children
- Grandparents/Grandchildren
- Sister
- Brother
- Step Children
- Father-in-Law
- Mother-in-Law
- Brother-in-Law
- Sister-in-Law
- Step Mother
- Step Father
- Step Sister
- Step Brother
- Half-Sister
- Half-Brother
- Aunt
- Uncle

“Family member” shall also include any relative of the employee or person that has been residing in the employee’s household. Under no circumstances shall the provision of this section result in an increase in an employee’s normal earnings.

ARTICLE IX

NO STRIKE PLEDGE

The Union covenants and agrees that during the term of the Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to rep[ort for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of the employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with full and complete normal operation of the government of the Municipality. The Union agrees that such action would constitute a material breach of the Agreement.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

1. The term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.
2. Any grievance which constitutes a controversy arising over the interpretation, application or violation of this Agreement shall be submitted to Binding Arbitration. Grievances concerning policies and administrative decisions shall be submitted to Advisory Arbitration.

C. Method

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Union shall institute action under the provisions here of within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may

present the grievance in writing within ten (10) working days thereafter to the Department Director. The Department Director will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision for the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manger shall review the matter and make a determination in writing within ten (10) working days from the receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration, in accordance with B-2 of this Article. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services or the arbitrator shall be borne equally by the Township and Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article.

Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to and authorization of the Department Head, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

G. Employees are entitled to Union Representation at each and every step of the grievance procedure.

H. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

A. All employees shall retain all pension rights under the New Jersey Law and the Ordinance of the Township of Lower.

B. All permanent employees shall be entitled to a pro rated share of sick leave on the basis of eight (8) hours for every one hundred thirty-nine (139) hours in regular pay status to a maximum of fifteen (15) eight (8) hour days (or 120 hours total) per year. The sick leave will be determined by dividing the number of hours worked by 2,080 hours and then multiplying the quotient thereof by 120 hours to determine the number of hours permitted for sick leave in each applicable year. Sick leave will be available for use when earned in accordance with this paragraph. Time shall accrue as worked and be posted on each paycheck at least monthly.

C. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3).

D. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

E. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose. Employees with ten (10) years of service who resign in good standing (not retire) shall be entitled to sick leave payment not exceed 720 hours.

F. The Township, shall at the employee's request annually buy back 40 hours of unused sick leave in December of the year so requested.

ARTICLE XII

WORK WEEK AND OVERTIME

The work week shall be determined by management within the limitations of Civil Service Regulations, New Jersey Wage and Hour Laws, and the Fair Labor Standards Act. Employees will be entitled to overtime pay at the rate of time and one-half if they are required to work more than eight (8) hours in any day, subject to approval of the employee's Department Head.

ARTICLE XIII

WAGES

A. Wage increases shall be paid as follows:

- \$.50 per hour increase effective July 1, 2013
- \$.25 per hour increase effective January 1, 2014
- \$.25 per hour increase effective January 1, 2015
- \$.25 per hour increase effective January 1, 2016

B. Retroactive wage increases will be paid to all employees who are active employees at the time of the signing of this agreement within 30 days the following execution of this Agreement by both parties.

C. All new employees hired on or after the date of this Agreement is executed by both parties shall receive a starting salary of \$10.00 per hour.

D. In the event an employee covered by this Contract is called in after hours because of the need to secure a Township building then that employee shall be paid at least two (2) hours regular pay.

ARTICLE XIV

LONGEVITY

Longevity for all employees governed by this Agreement shall be eliminated upon the execution of this Agreement. Employees who previously received Longevity shall have a one time adjustment to their base salary equivalent to their prior longevity amount. (For Example: an employee earning \$10.00 per hour at 2% longevity shall receive a \$.20 increase to their hourly base).

ARTICLE XV

WORKER'S COMPENSATION

A. When an employee sustains a job related injury, the employee is to receive his/her full salary from the Township, up to a maximum of one (1) year. The employee agrees to endorse over the Township all monies reimbursed to him/her by Worker's Compensation, during this time period, to the extent permitted by law.

B. After the one (1) year maximum period, the injured employee will receive Worker's Compensation payments only. However, accumulated sick and vacation time (as well as any frozen Compensatory Time) may be used to supplement the Worker's Compensation payments.

ARTICLE XVI

GENERAL PROVISIONS

- A. The Union shall have the use of employee bulletin board for the posting of notices relating to meetings and official business of the Union.
- B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.
- C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions, and as determined by the Township in its sole discretion.
- D. The Township shall be responsible for printing this Agreement within twenty (20) days of having been signed by the parties. The Union will reimburse the Township for the cost of the paper.
- E. The employer shall post all position openings or newly created positions and related promotions on the union bulletin board. Said posting shall be made five (5) working days prior to the positions being opened to non-employees. The posting shall state all pertinent information pertaining to the position. Any employee wishing to bid on the position shall do so by notifying the Township Manager in writing.
- F. The Township shall every other year provide the employees covered by this Agreement with five (5) shirts (long or short sleeve and one (1) Jacket/Fleece.

ARTICLE XVII

EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities or any other category protected by law.

- B. The Township may establish reasonable and necessary rules of work conduct for employees. Such rules will be equitably applied and enforced.

- C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to meet and discuss such rules with the Union.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees is held to be invalid by operations of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in force as of January 1, 2012 and shall remain in effect to and including December 31, 2016. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, that parties have hereunto set their hands and seals at the Township of Lower, New Jersey this ____ day of _____.

LOWER TOWNSHIP RECREATION
AIDES ASSOCIATION LOCAL 3779B
AFFILIATED WITH AFSCME, DISTRICT
COUNCIL #71

TOWNSHIP OF LOWER, a municipal
corporation of the State of New Jersey

BY: _____

BY: _____

ATTEST:

ATTEST:
