

**WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL  
WEDNESDAY - January 22, 2020 - 7:00 P.M.**

**Meeting called to order**

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

**Work Session**

Res. #2020-55 A Resolution Confirming the Appointment to Fill the Vacancy of Mayor for the Remainder of the Term

Swearing In of New Mayor

**Consent Agenda**

Approval of Minutes/Closed Session Minutes – January 6, 2020

Res. #2020-56 Payment of Vouchers \$ 216,589.34

Res. #2020-57 A Resolution Awarding a Professional Service Contract Without Public Bidding to Rutala Associates Consulting Services for Grants Consulting Services (NTE \$25,000)

Res. #2020-58 Re-Appointment to the Municipal Utilities Authority Board (K.Rechner)

Res. #2020-59 Approval of Secondhand Merchant and Dealer of Precious Metals License (Adele's & Lucky 7)

Res. #2020-60 Transfer of 2019 Appropriations

Res. #2020-61 Re-appointment to the Recreation Advisory Board (R.Lamoreux)

Res. #2020-62 Appointment of Health Insurance Brokerage Consultant for the Year 2020 as a Professional Service Contract Without Public Bidding (Marsh & McLennan \$25,000)

Res. #2020-63 Authorization for the Payout of Accumulated Sick Time (2 employees \$3,633.67)

Res. #2020-64 Appointment to the Recreation Advisory Board – Replacing a Member Who Has Resigned (L .Bedell)

Ordinance #2020-02 – An Ordinance Authorizing the Township of Lower to Covey a Deed of Easement to the Property Owners of Block 796, Lots 45 & 46 In Order to Afford Said Owner Access to Use and Maintain An Existing Wooden Pier/Walkway Constructed on Township Owned Property. This is the first reading of this Ordinance. The second reading and Public Hearing has been scheduled for February 19, 2020.

**Regular Agenda**

Ordinance #2020-01 - An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A.40A:4-15.14) This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

Res. #2020-65 Payment of Vouchers (D.Perry \$624.30 Contractual Reimb)

**Manager's Report**

**Engineer's Report**

**Administrative Reports**

2019 Annual Tax Collector's Report

2019 Variance Report

Monthly Reports: Clerk, Construction, Dog, Fire, Tax Collector, Treasurer, Vital Statistics

**Council Comments**

**Call to the Public**

**Adjournment**

## COUNCIL MEETING MINUTES – January 6, 2020

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on January 6, 2020 at 7:00 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 David Perry  
 Councilmember Roland Roy, Jr.  
 Deputy Mayor Frank Sippel  
 Mayor Erik Simonsen

Also present: James Ridgway, Township Manager, David Stefankiewicz, Township Solicitor and Karen Fournier, Deputy Township Clerk

Mayor Simonsen acknowledged and thanked the dignitaries in attendance.

### Work Session

Res. #2020-01 - Appointment of Municipal Solicitor for the year 2020 as a Professional Service Contract without Public Bidding (Stefankiewicz & Belasco NTE \$150,000)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY	X		X			
ROY			X			
SIPPEL			X			
SIMONSEN			X			

Res. #2020-03 - Appointment of Municipal Judge (T. Keyword)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY		X	X			
SIPPEL	X		X			
SIMONSEN			X			

Swearing In of Tom Keyword by the Honorable Judge Michael Donohue

Judge Michael Donohue administered the Oath of Office of Judge for Municipal Court to Thomas Keyword.

Judge Keyword was accompanied by his wife Kelly, who held the Bible, his daughter Kierston, and his mother Gloria Sutton.

### Consent Agenda

Approval of Minutes/Closed Session Minutes – December 16, 2019 and December 24, 2019

Res. #2020-02 - Appointment of Township Labor Attorney for the year 2020 as a Professional Service Contract without Public Bidding (W. Blaney NTE \$40,000)

Res. #2020-04 - Appointment of Township Tax Appeal Attorney for the year 2020 as a Professional Service Contract without Public Bidding (M. Karavan \$10,000)

Res. #2020-05 - Appointment of Municipal Prosecutor for the Year 2020 (Blaney & Karavan \$40,000)

Res. #2020-06 - Appointment of Municipal Public Defender for the Year 2020 (S. Fuscellaro \$15,000)

Res. #2020-07 - Appointment of Municipal Auditor for the Year 2020 as a Professional Service Contract without Public Bidding (Ford, Scott \$40,000)

Res. #2020-08 - Appointment of Bond Counsel for the year 2020 as a Professional Service Contract without Public Bidding (Archer & Griener)

- Res. #2020-09 - Appointment of Public Information Officer for the year 2020 as a Professional Service Contract without Public Bidding (L. Suit \$12,900)
- Res. #2020-10 - Appointment of Joint Insurance Fund Risk Management Consultant (J. Byrne Agency year 3 of 3 year agreement)
- Res. #2020-11 - Approval of Petty Cash Funds – 2020
- Res. #2020-12 - Establishment of Council Meeting Dates and Times for the Year 2020
- Res. #2020-13 - Approval of Annual Contribution to Volunteers in Medicine (\$7,960.)
- Res. #2020-14 - Approving 2020 Contract with Cape Assist (\$3,213)
- Res. #2020-15 - Setting the Interest Rate for Delinquent Taxes (annual)
- Res. #2020-16 - Bid Acceptance and Contract Award for Lower Township Animal Control Services for 2020 With an Option of 2021 & 2022 (Shore Veterinarian Animal Control Services, LLC \$56,000)
- Res. #2020-17 - Bid Acceptance and Contract Award to Supply Fireworks Display Including Barge for Independence Day Event 2020 and 2021 with a 2022 Option (S. Vitale Pyrotechnic Industries, Inc. \$50,000)
- Res. #2020-18 - Designation of Official Newspapers for Legal Advertising for the Year 2020 (annual)
- Res. #2020-19 - Annual Approval of Emergency Management Council
- Res. #2020-20 - Authorizing the Cash Management Plan (annual)
- Res. #2020-21 - Authorizing the Clerk to Issue Bingo & Raffle Licenses Throughout 2020 to Qualified Organizations (annual)
- Res. #2020-22 - Authorization for Public Bidding
- Res. #2020-23 - Designation of Public Agency Compliance Officer for Lower Township (M. Vitelli, QPA)
- Res. #2020-24 - Authorizing the Tax Assessor to file Tax Appeals (annual)
- Res. #2020-25 - Resolution Establishing the Quote Threshold Pursuant to NJSA 40A:11-3a (annual)
- Res. #2020-26 - Appointment of Municipal Engineer for the Year 2020 as a Professional Service Contract without Public Bidding (Mott MacDonald NTE \$450,000)
- Res. #2020-27 - Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission (annual)
- Res. #2020-28 - Resolution Authorizing Contracts with Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12a (annual)
- Res. #2020-29 - Authorizing Payment of 2020 Animal Shelter and Spay/Neuter Fees (annual)
- Res. #2020-30 - Re-Appointment of Class II Member to the Planning Board (J. Dowe, Twp. Assessor)
- Res. #2020-31 - Designation of Official Depositories (annual)
- Res. #2020-32 - A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution #2013-271 (\$162.89)
- Res. #2020-33 - Authorization for the Refund of Taxes (2 properties )
- Res. #2020-34 - Authorizing the Payout of Terminal Leave (Biersbach \$69,720.18)
- Res. #2020-35 - Authorizing the Payout of Terminal Leave (J.Trexler \$5,918.13)
- Res. #2020-36 - Adopting 2020 Temporary Current Budget (annual)
- Res. #2020-37 - Transfer of 2019 Appropriations
- Res. #2020-38 - Authorizing Payment of 2020 Debt Service (annual)
- Res. #2020-39 - Resolution to Defer the Regional School Tax (annual)
- Res. #2020-40 - Authorizing Payment of 2020 Pension Amounts Due 4/1/2020 (\$638,748 PERS / \$1,142,987 PFRS)
- Res. #2020-41 - Authorizing Payment for 2020 Regional School Taxes (annual)
- Res. #2020-42 - Authorizing Payment to Lower Township Board of Education (annual)
- Res. #2020-43 - Authorization for the Payout of Accumulated Sick Time (\$51,446.16)
- Res. #2020-44 - A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower and the City of Wildwood for Emergency Medical Services (\$5,000)
- Res. #2020-45 - Resolution Designating Captain William Priole as Deputy Custodian of Public Records for the Police Department
- Res. #2020-46 - Payment of Vouchers - 2020 (\$302,295.89)
- Res. #2020-47 - Payment of Vouchers - 2019 (\$606,549.94)
- Ordinance #2020-01 - An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A.40A:4-15.14) This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for Jan 22, 2020.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
ROY			X			
SIPPEL			X			
SIMONSEN		X	X			

**Regular Agenda**

Res. #2020-48 - Re-Appointment of Class III Member to the Planning Board (R. Roy)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X		X		
PERRY	X			X		
ROY					X	
SIPPEL				X		
SIMONSEN				X		

Res. #2020-49 - Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of Emergency Medical Services in Lower Township (annual)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD					X	
PERRY			X			
ROY		X	X			
SIPPEL	X		X			
SIMONSEN			X			

Res. #2020-50 - Payment of Vouchers (D.Perry Contractual Reimb. \$250.45)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY					X	
ROY			X			
SIPPEL		X	X			
SIMONSEN	X		X			

**Manager's Report**

Manager Ridgway gave Council an end-of-year departmental report, sharing news about tax ratables, the CRS rating, new tax maps, an outstanding tax collection rate, construction revenue, code enforcement, recreation programs and renovations, and shared services. He thanked Mayor and Council for their support and informed that the budget will be presented next month.

**Council Comments**

Councilmember Conrad wished everyone a Happy New Year.

Councilmember Perry wished everyone a Happy New Year and shared anticipated improvements to roads and storm drains.

Councilmember Roy commented on the success of the beach clean-up and thanked everyone who participated.

Deputy Mayor Sippel thanked the Elks and Lower Twp. Rotary for their support of different recreation events. He also thanked Mayor Simonsen for his service to the Township and Council.

Mayor Simonsen reflected on the accomplishments of the Township during his time in office and thanked each Councilmember as well as all departments and outside entities for working together for the good of the community. He assured of his continued efforts as Assemblyman to do great things for his legislative district. He thanked his wife and family for their support and wished everyone a Blessed and Happy New Year.

**Call to the Public**

Cathy Sauerzopf, 505 Shunpike Rd, voiced concern about the dredge spoils being dumped near the airport and questioned why the residents were not informed.

Councilmember Conrad stated that the DRBA owns the property and did not inform the Township.

Manager Ridgway explained that permits are in place and the spoils have been tested.

Councilmember Conrad suggested contacting Governor Murphy.

Mayor Simonsen agreed to contact the DRBA for more information.

**Closed Session**

Res. #2020-51 - 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. **Attorney/Client Privilege & Negotiation Update**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
ROY		X	X			
SIPPEL			X			
SIMONSEN			X			

**COUNCIL MAY RETURN TO TAKE ACTION**

Council adjourned to Closed Session at: 7:36 p.m.

Council returned to Open Session at: 8:34 p.m.

Res. #2020-52 - Bid Acceptance and Contract Award for Schellengers Landing Safety Improvements and Identification Program (Charles Marandino, LLC \$1,240,725)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	X		X			

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Roy, seconded by Councilmember Perry. Motion to adjourn was unanimous. Meeting adjourned at 8:35 p.m.

\_\_\_\_\_  
Mayor

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

Approved:

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

RESOLUTION #2020-55

Title: A RESOLUTION CONFIRMING THE APPOINTMENT TO FILL THE VACANCY OF MAYOR FOR THE REMAINDER OF THE TERM

WHEREAS, on January 13, 2020, Lower Township Mayor Erik Simonsen submitted a letter of resignation to Township Clerk Julie Picard, formally resigning from his position as Mayor of the Township of Lower due to his election to the General Assembly of the State of New Jersey, resulting in a vacancy in the seat of Mayor of the Township of Lower; and

WHEREAS, the Municipal Vacancy Law, N.J.S.A. 40A:16-1 et seq., sets forth the procedure for filling a vacancy in the office of mayor and/or in the membership of a governing body; and

WHEREAS, pursuant to N.J.S.A. 40A:16-11, in light of the fact that former Mayor Simonsen was elected to the office of Mayor as a nominee of the Republican Party, the Lower Township Regular Republican Organization has presented the names of three (3) qualified nominees to the Lower Township Council for its consideration in order to fill this vacancy; and

WHEREAS, after careful consideration, the Lower Township Council has elected to appoint the individual identified below to immediately fill the vacant office of Mayor and serve for the duration of the current term until its expiration of December 31, 2020:

NAME:

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that \_\_\_\_\_ is hereby appointed as the Mayor of the Township of Lower, filling the vacancy of Mayor Erik Simonsen.

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows include names: CONRAD, PERRY, ROY, SIPPEL.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk



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January 13, 2020

Via Electronic Mail Only

Julie Picard, Municipal Clerk  
Lower Township Municipal Building  
2600 Bayshore Road  
Villas, New Jersey 08251

Re: Vacancy in Mayoral Seat

Dear Julie,

I submit this letter, in accordance with N.J.S.A. 40A:16-11, to provide Lower Township Council with the names of three nominees to fill the seat vacated by Mayor Erik Simonsen:

Frank Sippel  
Joseph Wareham  
Robert Basco

Mr. Sippel is the nominee endorsed by the Lower Township Regular Republican Organization and, accordingly, respectfully request that Council select him to fill the vacated seat. I kindly request that I be notified in advance of the date when Council will vote on this matter.

I thank you for your courtesy and cooperation in this regard. Should you have any questions or need any additional information, please do not hesitate to contact me at (

Very truly yours,

*/s/ Jeffrey R. Lindsay*

Jeffrey Lindsay

January 17, 2020  
10:44 AM

P.O. Type: All  
Range: First to Last  
Format: Condensed

Include Project Line Items: Yes

Open: N Paid: N Void: N  
Rcvd: Y Held: Y Aprv: N  
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>00055 LARRY AKINS</b>								
	19-03583	12/31/19	CONTRACTUAL REIMBURSEMENT M	Open	92.62	0.00		
<b>00110 ANCO HOME CENTER*</b>								
	19-00831	03/21/19	SUPPLIES	Open	29.65	0.00		
	19-02705	10/03/19	MONTHLY-DECEMBER	Open	375.01	0.00		
	19-03161	11/15/19	RDS/SIGNS/BLDG	Open	191.66	0.00		
	19-03575	12/31/19	12/30/19 TAPE FS	Open	34.95	0.00		
					<u>631.27</u>			
<b>00153 ATLANTIC CITY ELECTRIC*</b>								
	19-03531	12/30/19	DEC STREET LIGHT ENCUMBRANCE	Open	33,284.56	0.00		
<b>00301 BELMONT AND CRYSTAL SPRINGS*</b>								
	20-00090	01/08/20	WATER TOWNHALL 12/9-12/23/19	Open	54.39	0.00		
	20-00093	01/09/20	MONTHLY SERVICE- JANUARY	Open	1.00	0.00		
	20-00123	01/09/20	DPS - WATER	Open	104.69	0.00		
	20-00146	01/09/20	WATER FS 12/21-12/23/19	Open	12.33	0.00		
	20-00172	01/10/20	BOTTLED WATER	Open	25.98	0.00		
	20-00173	01/10/20	WATER DELIVERY - DEC 2019	Open	16.43	0.00		
					<u>214.82</u>			
<b>00403 BLUE WAVE EXPRESS CAR WASH*</b>								
	20-00162	01/10/20	FS CAR WASH 12/1/18-11/30/19	Open	48.00	0.00		
	20-00163	01/10/20	PLANNING CAR WASH 3/25-9/25/19	Open	8.00	0.00		
	20-00164	01/10/20	MANAGER CAR WASH 5/8-7/7/19	Open	8.00	0.00		
	20-00165	01/10/20	PD CAR WASH 12/1/18-11/30/19	Open	1,339.00	0.00		
	20-00166	01/10/20	BOCA CAR WASH 1/15/19-8/30/19	Open	24.00	0.00		
					<u>1,427.00</u>			
<b>00775 CAPRIONI PORTABLE TOILETS, INC*</b>								
	19-03479	12/23/19	MEDIUM TRAILER FOR TOURNAMENT	Open	1,200.00	0.00		
	20-00125	01/09/20	MONTHLY- CANAL PARK	Open	264.00	0.00		
					<u>1,464.00</u>			
<b>00784 CAPE MAY STAR &amp; WAVE</b>								
	20-00187	01/13/20	LEGAL PUBLICATION 1/8/20	Open	111.60	0.00		
<b>01170 VERIZON WIRELESS* F/S</b>								
	20-00028	01/07/20	11/27-12/26/19 CELL SERVICE FS	Open	53.17	0.00		
<b>01200 DELTA DENTAL PLAN OF NJ</b>								
	20-00067	01/08/20	DEC 2019 CLAIMS	Open	8,043.50	0.00		
<b>01201 DELL CORPORATION*</b>								
	19-03452	12/18/19	FIREWALL	Open	3,408.75	0.00		
	19-03454	12/18/19	Computers (4) Clerk's office	Open	4,775.66	0.00		
					<u>8,184.41</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01239 DIANA L DeNOTE	20-00186	01/13/20	CONTRACTUAL REIMBURSEMENT M	Open	49.89	0.00		
01389 EDDIE'S AUTO BODY*	19-03307	12/04/19	REPAIR PATROL UNIT T-4	Open	5,723.65	0.00		
01450 ERMA DELI*	20-00036	01/07/20	FOOD FOR VOL 12/27,28,29/19	Open	140.43	0.00		
01502 PAMELA FELDER	20-00195	01/15/20	CONTRACTUAL REIMBURSEMENT M	Open	187.19	0.00		B
01641 GALL'S INC*	19-02670	10/01/19	UNIFORMS	Open	216.00	0.00		
01661 GENERAL SALES ADMINISTRATION*	19-02654	09/27/19	NEW VEHICLE EQUIPMENT	Open	3,290.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ	20-00190	01/13/20	RESOLUTION CONCERNING 1/6/20	Open	150.00	0.00		
01873 HOME DEPOT*	19-01794	06/18/19	SUPPLIES /DPW	Open	105.41	0.00		
01898 HERITAGE BUSINESS SYSTEMS, INC*	20-00199	01/15/20	COPIER #40373 PD 1/3/20-1/2/21	Open	432.00	0.00		
	20-00202	01/15/20	POOLED COPIER 1/1/20-12/31/20	Open	1,578.75	0.00		
					2,010.75			
01958 INTERCON TRUCK EQUIPMENT INC*	19-02869	10/24/19	PLOW FOR TRIAXLE DUMP	Open	16,230.00	0.00		
02248 LAWMEN SUPPLY*	19-03290	12/03/19	UNIFORMS	Open	10.00	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	19-03433	12/16/19	December Luncheon	Open	60.00	0.00		
02541 ROBERT D. MARTIN, JR	19-03582	12/31/19	CONTRACTUAL REIMBURSEMENT M	Open	73.19	0.00		
02725 THOMAS MILLS	20-00018	01/07/20	1703 BAYSHORE RD INSPECTION	Open	28.23	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*	20-00044	01/08/20	2020 MEMBERSHIP DUES	Open	1,679.00	0.00		
03104 NORTHEAST IND. & MARINE SUPPLY*	19-03571	12/31/19	HOSE FITTINGS	Open	424.23	0.00		
03293 BLAINE PAYNTER	19-03581	12/31/19	CONTRACTUAL REIMBURSEMENT M	Open	25.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>03387 POGUE INC. *</b>								
	19-03569	12/31/19	SAFETY AND HEALTH CONSORTIUM	Open	3,074.00	0.00		
<b>03427 POLAR BEAR MECHANICAL SERVICES</b>								
	19-03151	11/14/19	BOILER MAINTENANCE & HEATER	Open	956.00	0.00		
<b>03518 RIGGINS, INC. *</b>								
	20-00096	01/09/20	HIGHWAY DIESEL	Open	1,058.07	0.00		
	20-00174	01/10/20	OFF HIGHWAY DIESEL	Open	176.09	0.00		
	20-00214	01/16/20	OFF HIGHWAY DIESEL	Open	569.88	0.00		
					<u>1,804.04</u>			
<b>03611 SERVICE TIRE TRUCK CENTERS*</b>								
	19-02291	08/15/19	TIRES/RDS/SANT/RECY/DPW/NOV	Open	1,903.41	0.00		
<b>03630 DAN SHERNO</b>								
	20-00175	01/10/20	REIMBURSEMENT- COACH	Open	24.05	0.00		
<b>03637 SHOPPE</b>								
	19-03240	11/25/19	11/25/19 ADVERTISEMENT 1/4 PAG	Open	70.00	0.00		
	19-03242	11/25/19	11/2019 AD VETERANS PARADE	Open	175.00	0.00		
					<u>245.00</u>			
<b>03764 TCTANJ</b>								
	20-00014	01/07/20	2020 ANNUAL MEMBERSHIP-CFO	Open	100.00	0.00		
<b>03810 MUNICIPAL UTIL AUTH USAGE COST</b>								
	20-00196	01/15/20	SEWER 1/1/20-12/31/20	Open	4,400.00	0.00		
<b>03834 CAPE MAY COUNTY TREASURER/HAVE</b>								
	20-00185	01/13/20	2019 IN LIEU TAXES	Open	2,092.72	0.00		
<b>03863 TREASURER, STATE OF NEW JERSEY</b>								
	20-00020	01/07/20	4TH QTR 2019 STATE PERMIT	Open	8,829.00	0.00		
<b>03904 LOWE'S HOME CENTER INC*</b>								
	19-03460	12/19/19	BLINDS	Open	44.14	0.00		
	19-03476	12/23/19	SUPPLIES	Open	118.65	0.00		
					<u>162.79</u>			
<b>03914 ULINE INC*</b>								
	19-03446	12/18/19	GAS PRESSURE WASHER	Open	1,827.89	0.00		
<b>03917 STATE OF NJ DEPT OF CHILD/FAML</b>								
	20-00019	01/07/20	OCT-DEC 2019 QTRLY MARRIAGE	Open	525.00	0.00		
<b>03947 VFIS*</b>								
	20-00147	01/09/20	1/1/20-1/1/21 PORTFOLIO	Open	9,777.32	0.00		
<b>03971 VERIZON WIRELESS MDT POLICE</b>								
	19-03585	12/31/19	11/21-12/20 VERIZON MDT	Open	843.97	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>03985 VILLAS NAPA AUTO PARTS</b>								
	19-02103	07/24/19	RDS/RECY/SANT./DPW/NOV	Open	950.67	0.00		
<b>04097 CINTAS FIRST AID AND SAFETY*</b>								
	20-00089	01/08/20	1/8/2020 TOWNHALL FIRST AIDE	Open	139.32	0.00		
	20-00124	01/09/20	MEDICAL CABINET	Open	28.18	0.00		
	20-00160	01/10/20	FIRST AID SUPPLIES	Open	<u>159.19</u>	0.00		
					326.69			
<b>04204 ZACHARY ZELWAK</b>								
	20-00205	01/16/20	CONTRACTUAL REIMBURSEMENT M	Open	387.00	0.00		B
<b>04280 G.F.O.A. OF NJ</b>								
	20-00013	01/07/20	2020 ANNUAL MEMBERSHIP	Open	90.00	0.00		
<b>04281 CAPRI CONSTRUCTION CO INC*</b>								
	19-02761	10/09/19	REC.CENTER RESTROMMS UPGRADE	Open	34,532.01	0.00		B
<b>04600 DR GARY GLASS MD*</b>								
	19-03520	12/26/19	EVALUTION / FIT TEST 8/26/19	Open	3,000.00	0.00		
<b>05066 MICHAEL REEB</b>								
	20-00029	01/07/20	DJ 12/29/19 CHAMPIONSHIP GAME	Open	250.00	0.00		
<b>5032 NORTH WILDWOOD \$ CREST SHIRT*</b>								
	20-00031	01/07/20	COACHES BBALL SHIRTS	Open	186.00	0.00		
	20-00032	01/07/20	BBALL SHIRT ORDER 2019-2020	Open	<u>2,418.60</u>	0.00		
					2,604.60			
<b>6071 UNITED UNIFORMS LIMITED LIAB*</b>								
	19-03159	11/15/19	UNIFORMS	Open	474.94	0.00		
<b>7091 STEVE SELBY</b>								
	20-00086	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	120.00	0.00		
<b>7092 TREASURER, STATE OF NEW JERSEY</b>								
	19-03562	12/31/19	BFCE REGISTRATION	Open	512.00	0.00		
<b>7098 SHORE VETERINARIAN ANIMAL *</b>								
	20-00159	01/10/20	RES 2020-16 DNE \$56K ANIMAL CO	Open	4,666.67	0.00		B
<b>7119 ENGINEERING DESIGN ASSOC*</b>								
	19-00359	01/30/19	RES 18-326 SCHELLENGERS LNDG	Open	1,703.10	0.00		B
	19-00360	01/30/19	RES 18-317 RABBIT RUN WATER	Open	<u>455.00</u>	0.00		B
					2,158.10			
<b>7143 VERONICA LUGO</b>								
	20-00177	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	44.05	0.00		
<b>7196 LAUREN HUGGINS SUIT*</b>								
	20-00158	01/10/20	RES 2020-09 PUBLIC INFORMATION	Open	1,075.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7386 COREY SCHEID</b>								
	19-03584	12/31/19	TRAIN REIMBURSEMENT 12/9-12/13	Open	50.00	0.00		
<b>7475 SUZANNE M SCHEID</b>								
	20-00193	01/14/20	CONTRACTUAL REIMBURSEMENT M	Open	48.97	0.00		
<b>7507 STEFANKIEWICZ &amp; BELASCO LLC</b>								
	20-00154	01/10/20	RES # 2020-01 DNE \$34K	Open	2,833.33	0.00		B
<b>7508 BLANEY &amp; KARAVAN PC*</b>								
	19-00048	01/04/19	LABOR ATT RES#2019-02 DNE 40K	Open	3,906.00	0.00		
	19-01518	05/29/19	RES 2019-180 TAX DNE 14K	Open	762.50	0.00		B
	20-00157	01/10/20	RES2020-05 MONTHLY DNE \$40K	Open	3,333.33	0.00		B
					<u>8,001.83</u>			
<b>7512 DIANA LILLO</b>								
	20-00079	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
<b>7532 HEATHER MCNULTY*</b>								
	20-00033	01/07/20	DEC 2019 HI FIT	Open	275.00	0.00		
	20-00034	01/07/20	DEC 2019 SPROUT SPOT	Open	75.00	0.00		
					<u>350.00</u>			
<b>7636 MOTT MACDONALD LLC*</b>								
	19-02760	10/09/19	CHANGE ORDER #2 CAFRA PERMIT	Open	1,594.75	0.00		B
	20-00021	01/07/20	PROFESSIONAL ENGINEERING	Open	207.75	0.00		
	20-00023	01/07/20	PROFESSIONAL ENGINEERING	Open	4,845.51	0.00		
	20-00025	01/07/20	PROFESSIONAL ENGINEERING	Open	796.38	0.00		
	20-00189	01/13/20	PROFESSIONAL ENGINEERING	Open	608.70	0.00		
					<u>8,053.09</u>			
<b>7689 GOVERNMENT FORMS AND SUPPLIES*</b>								
	19-03100	11/08/19	2020 YARD SALE PERMITS	Open	136.72	0.00		
<b>7711 LORETTA MURPHY</b>								
	20-00081	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	200.00	0.00		
<b>7714 MACH JACKSON</b>								
	20-00085	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
<b>7716 DANIEL BRADLEY</b>								
	20-00068	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
<b>7820 DEBLASIO &amp; ASSOCIATES, P.C.*</b>								
	19-01869	06/27/19	DRAINAGE ISSUE TABERNACLE/ERMA	Open	70.00	0.00		B
	19-02342	08/21/19	2019 ROAD PROGRAM	Open	3,600.00	0.00		B
					<u>3,670.00</u>			
<b>7833 AARONS MOBILE DETAILING LLC*</b>								
	19-03499	12/24/19	CAR DETAILING	Open	400.00	0.00		
<b>7869 WILDWOOD CREST RECREATION</b>								
	20-00030	01/07/20	SCOOP TAYLOR TOURNAMENT	Open	250.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7881 MICHAEL A STRICKLAND</b>								
	20-00076	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
<b>7890 PAUL SPARANO</b>								
	20-00095	01/09/20	WRESTLING OFFICIAL	Open	133.00	0.00		
<b>7923 THOMAS SHOUGH</b>								
	20-00188	01/13/20	CONTRACTUAL REIMBURSEMENT V	Open	270.00	0.00		
<b>7929 AMAZON CAPITAL SERVICES, INC</b>								
	19-03367	12/10/19	CANDY CANES CHRISTMAS PARADE	Open	270.81	0.00		
	19-03477	12/23/19	RAGS & WIRE	Open	476.25	0.00		
	19-03497	12/24/19	DUAL MONITOR/3 STAND UP DESK	Open	1,597.14	0.00		
	19-03502	12/24/19	SUPPLIES	Open	759.20	0.00		
	19-03504	12/24/19	WORK STATIONS/DUAL MONITOR ARM	Open	1,184.55	0.00		
	19-03525	12/30/19	OFFICE SUPPLIES	Open	86.33	0.00		
	19-03526	12/30/19	OFFICE SUPPLIES	Open	179.97	0.00		
	19-03548	12/31/19	AVERY LABEL DIVIDERS	Open	118.98	0.00		
	19-03561	12/31/19	WRESTLING MAT TAPE - 4INCH	Open	124.99	0.00		
	19-03565	12/31/19	OFFICE SUPPLIES	Open	50.52	0.00		
	20-00026	01/07/20	FS BINDER SET	Open	11.51	0.00		
	20-00048	01/08/20	DOOR LOCK KITS FOR LEAF TRUCKS	Open	94.72	0.00		
	20-00091	01/09/20	DUAL MONITOR STAND	Open	59.89	0.00		
	20-00098	01/09/20	INK FOR FAX MACHINE	Open	52.72	0.00		
					<u>5,067.58</u>			
<b>7959 ALL PRO TEAM SPORTS</b>								
	20-00037	01/07/20	TRAVEL BBALL UNIFORMS	Open	520.00	0.00		
	20-00038	01/07/20	BOYS TRAVEL UNIFORMS	Open	265.00	0.00		
					<u>785.00</u>			
<b>8012 FRED LAHM</b>								
	20-00069	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
<b>8043 JOHN FITCHETT</b>								
	20-00073	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
<b>8044 STEVE RATTY</b>								
	20-00077	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	240.00	0.00		
<b>8072 JOHNSONS CONTROL SECURITY</b>								
	19-00615	02/26/19	FINGERPRINT/SCAN/ID SYSTEM	Open	3,995.46	0.00		
	19-01386	05/14/19	ADDITIONAL INSTALLATION CHARGE	Open	800.00	0.00		
	19-02067	07/23/19	TECH TO TEACH PROGRAM	Open	742.02	0.00		
					<u>5,537.48</u>			
<b>8074 OCEAN CITY JR WRESTLING CLUB</b>								
	20-00203	01/15/20	WRESTLING MATCH OFFICIAL	Open	115.00	0.00		
<b>8081 UGI ENERGY SERVICES</b>								
	19-03577	12/31/19	DEC 2019 NATURAL GAS	Open	2,391.83	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8131 DOCUVAULT SECURE SHREDDING LLC	20-00180	01/10/20	12/27/19 SHREDDING	Open	96.00	0.00		
8218 RYAN OSMUNDSEN	20-00041	01/08/20	REIMBURSEMENT-COACH	Open	59.05	0.00		
8222 SUSAN CLINE	20-00070	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
8223 DAN ORTIZ	20-00071	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
8224 JAMES AGOSTINO	20-00094	01/09/20	WRESTLING REFEREE	Open	133.00	0.00		
8226 RAYMOND A COSTELLO	20-00179	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	44.05	0.00		
8227 KERRI ROACH	20-00178	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	49.05	0.00		
BAILEYL LANCE BAILEY	20-00072	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
BASILE FRANK BASILE	20-00080	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
BLAUE BLAUER ASSOCIATES INC*	19-00687	03/06/19	MULLIGAN ADA SCPF	Open	375.00	0.00		
BOSNA KAREN MANETTE BOSNA	20-00035	01/07/20	DEC 2019 YOGA	Open	95.00	0.00		
CARTYW WALLACE CARTY	20-00082	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
DSTEFANK DAN STEFANKIEWICZ	20-00084	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	440.00	0.00		
EMAGAN ED MAGAN	20-00088	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
FAIR JOHN FAIR	20-00075	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	360.00	0.00		
FOURNIER KAREN FOURNIER	20-00192	01/14/20	CONTRACTUAL REIMBURSEMENT V	Open	257.97	0.00		
HALLK KERRY HALL	20-00083	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
LLOYD JOSEPH LLOYD	20-00074	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
OCONNOR BRIAN O'CONNOR	20-00078	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
RUTHERF WILLIAM RUTHERFORD	20-00087	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
SANTIAGO CESAR SANTIAGO	20-00176	01/10/20	REIMBURSEMENT- COACH	Open	24.05	0.00		
SMITHS SHEILA D SMITH	20-00208	01/16/20	CONTRACTUAL REIMBURSEMENT V	Open	315.00	0.00		
Total Purchase Orders:		151	Total P.O. Line Items:	0	Total List Amount:	215,729.34	Total Void Amount:	0.00

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

RESOLUTION #2020-54

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	Description	Amount
CAM-DEN GLASS OF VILLAS	CONSTRUCTION OFFICE WINDOW	\$860.00

TOTAL Manual Checks \$860.00

TOTAL Computer Generated \$215,729.34

TOTAL BILL LIST \$216,589.34

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on JAN 22, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-57

Title: **A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING TO RUTALA ASSOCIATES CONSULTING SERVICES FOR GRANTS CONSULTING SERVICES**

**WHEREAS**, the Township of Lower has a need to acquire a Grants Consultant and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

**WHEREAS**, Rutala Associates has provided a proposal to provide said services to the Township of Lower at a rate of \$140.00 per hour not to exceed \$25,000.00; and

**WHEREAS**, the Lower Township Council desires to approve the proposal and the CFO has determined sufficient funds will be available in the current budget as follows:

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

CFO Signature: \_\_\_\_\_  
Lauren Read, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Rutala Associates to provide the above stated services at a fee of \$140.00 per hour with a not to exceed amount of \$ 25,000.00.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

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

## James M. Rutala Associates, LLC

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November 27, 2019

Jim Ridgway, Township Manager  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

**Re: 2020 Planning and Grant Services  
Township of Lower**

Dear Mr. Ridgway:

Rutala Associates is pleased to provide this proposal to continue to serve the Township of Lower. Rutala Associates is a multi-disciplined firm, representing public, private and nonprofit clients in securing federal, state and regional resources for a wide range of grant procurement and management, energy, community and economic development projects.

In 2019, we had many successes in Lower Township including:

- Secured funding from USDA and the Cape May County to complete an Economic Development Strategy for the Airport Area Opportunity Zone.
- Gained a commitment from Cape Regional Health Systems to build at the Airport.
- Worked with the County and Atlantic Cape Community College to secure NJEDA funds to establish a small business assistance program.
- Worked with the DRBA to begin the dialog with Offshore Wind Developers to potentially locate in Lower Township at the Airport and Ferry Terminal.

James M. Rutala, the Principal of Rutala Associates, LLC, has over thirty-five years of experience in attracting federal, State, regional, County and non-profit grants for local government agencies. This experience includes knowledge of applicable federal and state statutes, as well as the regulations promulgated by the New Jersey Division of Local Government Services and the Local Finance Board.

Mr. Rutala will be the primarily responsible for providing the services required. A licensed Professional Planner in the State of New Jersey, Mr. Rutala is also a member of the American Institute of Certified Planners and a Certified Floodplain Manager. Mr. Rutala also holds master's degrees in Business Administration and in City and Regional Planning. Mr. Rutala was appointed by the Governor to serve as Chair of the New Jersey Commission on Capital Budgeting and Planning.

In 2020, we will continue to pursue economic development in the Airport Area and apply for grants as authorized by the Township. In addition, we will apply for a NJDCA Neighborhood Planning Grants for sections of the Township that qualify to prequalify these neighborhoods for Neighborhood Revitalization Tax Credits of up to \$1 million annually.

**Cost Proposal**

The Township will receive Grant Opportunity Summaries as grants become available, only when the Township Officials contact Rutala Associates and authorize a grant application will the Township be billed.

Once retained, Rutala Associates will meet with Township Officials to review a list of potential grants/programs and determine which grants/programs the Township would like to pursue.

The Township will be billed monthly which will be directly related to the hours spent on the project at the following billing rate:

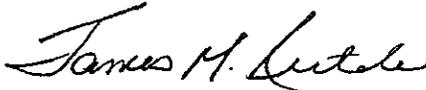
Project Manager (State Licensed PP/AICP)	\$140 per hour
Principal Planners (State Licensed PP)	\$125 per hour
Senior Planner (State Licensed PP)	\$115 per hour
Project Manager/Planner	\$80 per hour
CADD Operator/Technician	\$75 per hour

\*These rates include all clerical and related expenses.

This proposal for 2020 will not exceed \$25,000. All invoices are due within 30 days. This office reserves the right to stop work for non-payment of services completed. Rutala Associates is acting in a consulting capacity and any opinions, advice, forecasts and analyses provided are based on professional judgment and do not constitute a guarantee.

Thank you for this opportunity to continue to serve the Township of Lower.

Respectfully submitted,  
**Rutala Associates, LLC**



James M. Rutala, PP, AICP, MBA

**Accepted by the Township of Lower:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

The above signed represents that they have read and understand the attached general terms and have the authority to enter into this agreement of behalf of the client named above.

**General Terms**

**This Agreement (the "Agreement") between Rutala Associates and Client consists of the proposal (attached and incorporated by reference) and these General Terms. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms**

by any previous communications, negotiations and agreements, whether written or oral, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by Rutala Associates and a duly authorized agent of the Client.

#### **Article 1 Client's Responsibilities**

A. Client agrees to provide Rutala Associates with all information, surveys, reports, and professional recommendations and any other related items requested by Rutala Associates in order to provide its professional services. Rutala Associates may rely on the accuracy and completeness of these items.

B. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

C. Client agrees to provide the items described in the Scope of Work and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Rutala Associates' services.

#### **Article 2 Estimated Schedule and Project Budget**

A. Rutala Associates shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. Services performed under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professional planners under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

C. Client agrees to promptly notify Rutala Associates if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Rutala Associates.

#### **Article 3 Compensation and Payments**

Rutala Associates shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Rutala Associates upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

#### **Article 4 Termination**

A. Either Client or Rutala Associates may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Rutala Associates for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Rutala Associates may suspend the performance of its services if Client fails to pay Rutala Associates in full for services rendered or expenses incurred. Rutala Associates shall have no liability because of such suspension of services or termination due to Client's nonpayment.

#### **Article 5 Dispute Resolution**

Client and Rutala Associates agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally and each party shall be responsible for their legal fees associated with the mediation.

In the event that the claim or dispute cannot be resolved through mediation and there are legal proceedings, Rutala Associates, if it prevails, shall be entitled to, in addition to any award or judgment, reasonable legal fees and expenses associated with the legal proceedings.

#### **Article 6 Use and Ownership of Rutala Associates' Documents**

Upon the parties signing this Agreement, Rutala Associates grants Client a nonexclusive license to use Rutala Associates' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Rutala Associates, including but not limited to, drawings and specifications, are the property of Rutala Associates. These documents shall not be reused on other projects without Rutala Associates' written permission. Rutala Associates retains all rights, including copyrights, in its documents. Client or others cannot use Rutala Associates' documents to complete this Project with others unless Rutala Associates is found to have materially breached this Agreement.

#### **Article 7 Non-Disclosure Agreement**

The technical and pricing information contained in any proposal submitted by Rutala Associates as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed, or otherwise made available to any third party without the express written consent of Rutala Associates.

#### **Article 8 Miscellaneous Provisions**

A. This Agreement is governed by the laws of the State of New Jersey and the parties agree that any legal proceedings shall be venued in the Superior Court of New Jersey, Law Division, Atlantic County.

B. This Agreement is the entire and integrated agreement between Client and Rutala Associates and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Rutala Associates.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Rutala Associates shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Rutala Associates shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Rutala Associates' documents.

F. Client agrees to indemnify, defend and hold Rutala Associates harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Rutala Associates shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Rutala Associates' negligent errors or omissions.

G. Client and Rutala Associates waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Rutala Associates' waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Rutala Associates for claims, disputes or other matters in question arising out of or relating to the Project.

H. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

## **Rutala Associates Offers the Following Services**

### **Planning**

- Municipal Land Use Planning
- Zoning & Land Use Administration
- Environmental Assessment & Permitting
- Affordable Housing Plans
- Community Planning
- Master Planning
- Strategic Planning

### **Energy**

- Evaluation of alternative energy and energy efficiency options
- Assistance in solar technology and ESCO Procurements
- Provision of economic assessments
- Preparation of NJBPU rebate and grant applications
- Assistance in marketing SRECs and purchasing deregulated energy

### **Economic Development**

- Site Analysis and Suitability Studies
- Redevelopment Plans
- Land Acquisition

### **Grants & Management**

- Grant Writing & Administration
- Shared Services Studies
- Municipal Recruiting
- Privatization
- Private/Public Partnerships

## **Lower Township - Airport Area Economic Development Plan**

### **Outcomes**

#### **1. Built strong relationships with several government agencies that will continue to benefit Lower Township including:**

- New Jersey Economic Development Authority (NJEDA) – Tim Sullivan, Executive Director and Christina Fuentes, Small Business Director met with Township leaders and toured the Ferry Port and Airport.
- Delaware River Bridge Commission – Tom Cook, Executive Director, and Steve Williams met with Township leaders and started to explore the potential of off-shore wind jobs at the Ferry Port and the Airport.
- Cape May County – Will Morey and his staff meet several times with Township leaders to discuss ways to maximize economic development at the airport

#### **Results:**

- The State has changed the criteria for the Neighborhood Revitalization Tax Credit Program to include Lower Township, which can result in up to \$1M in private funds for residential, commercial and infrastructure improvements.
- NJEDA provided a \$100,000 grant for the Business Resource Center to support economic development in Lower Township and Cape May County. (see attached press release)
- NJEDA is hosting their first Small Business Workshop in Cape May County on February 4, 2020 open to all Lower Township businesses. (see attached flyer)
- DRBA is investing \$12.5 M in capital improvements at the airport including a new commercial building and new terminal building in 2020.

#### **2. Built strong relationships with new industries interested in locating in Lower Township including:**

- Met with Orsted Wind, EDF Renewables, Shell and other offshore wind companies regarding the potential bringing jobs to the ferry terminal and airport.
- Met with AtlantiCare, Inspira and Cape Regional regarding providing medical facilities in the airport area.
- Met with Charter Airlines and Helicopter service providers regarding use of the airport.

#### **Results:**

- The State has identified the ferry terminal as a potential port site by offshore wind developers.
- Cape Regional has committed to locating adjacent to the Aquatic Center

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

RESOLUTION #2020-58

Title: RE-APPOINTMENT TO THE MUNICIPAL UTILITIES AUTHORITY BOARD

WHEREAS, Karen Rechner's term on the Municipal Utilities Authority Board will expire on February 1, 2020 and she has requested to be re-appointed; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby re-appointed to serve on the Municipal Utilities Authority Board:

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
Karen Rechner	Regular Member	February, 2024

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # \_\_\_\_\_

Board/Comm./Auth. \_\_\_\_\_

Term Exp. \_\_\_\_\_

Replaced \_\_\_\_\_ or Reappointed \_\_\_\_\_

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

NAME KAREN CANNON-Rechner

CITY AND STATE NORTH CAPE MAY, New Jersey, 08204

YEARS OF RESIDENCY IN TOWNSHIP 25 1/2 OCCUPATION Rural Mail Carrier

Please number in order of preference which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- Planning Board
- Recreation Advisory Board
- Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

Reappointment To the Municipal Utilities Authority Board.

Date: 1/12/2009 Signature: Karen Cannon Rechner (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

**Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251**

**\*PERSONAL INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE**

Address of Residence \_\_\_\_\_ Email \_\_\_\_\_

Primary Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

\*The information in this section is considered personal information, and is therefore deemed confidential for the purpose of P.L.1963, c.73 (C.47:1A-1 et seq.) and P.L. 2001, c.404 (C.47:1A-5 et al.).

# Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251  
Telephone (609) 886-7146 • Fax (609) 886-4487  
www.LTMUA.org



January 9, 2020

Lower Township Council  
2600 Bayshore Road  
Villas, NJ 08251

RE: Reappointment of Karen Cannon-Rechner

Dear Members of the Lower Township Council:

Please use this as a letter of reference for Karen Cannon-Rechner to be reappointed to our Board. Karen has been a great asset to the MUA Board. During her time on our board she has fulfilled her duties and responsibilities as prescribed by government regulations as well as the organization's bylaws. She always reviewed meeting information prior to the meetings in order to vote with adequate knowledge of each resolution. She has provided community in site on various projects both current and future. Karen has gone above and beyond her duties to ensure the best decisions are made for the rate payers now and in the future.

Once again we would like to have Karen Cannon-Rechner be reappointed to the MUA Board for another term. It has been a benefit to the MUA to have her appointed to our Board.

Sincerely,

A handwritten signature in black ink that reads "Brian O'Connor". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian O'Connor  
Board Chairman  
Lower Township MUA

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

RESOLUTION #2020-59

Title: APPROVAL OF A SECONDHAND MERCHANT AND DEALER OF PRECIOUS METALS LICENSE

WHEREAS, two (2) applications have been received by the Township for Secondhand Merchants and Dealer of Precious Metals License by the following applicant in accordance with Ordinance #2016-05; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a Secondhand Merchant and Dealer of Precious Metals License for the year 2020 be approved and issued to the following applicants:

Lucky 7 Gold & Consignment  
Adele's Jeweled Treasures

1425 Bayshore Road, Villas  
1816 Bayshore Road, Villas

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

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

**RESOLUTION #2020-60**

Title: **TRANSFER OF 2019 APPROPRIATIONS**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, State of New Jersey that the following transfers, totaling \$7,500.00 be made between the 2019 budget appropriation reserves:

LINE ITEM		ACCT. NUMBER	TO	FROM
SOLICITOR	OE	9-01-20-155-200	7,500.00	
GROUP HEALTH INSURANCE	OE	9-01-23-220-400		7,500.00
			7,500.00	7,500.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-61

Title: RE-APPOINTMENT TO THE RECREATION ADVISORY BOARD

WHEREAS, Robert Lamoreux's term on the Recreation Advisory Board has expired, and he has requested to be re-appointed; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby re-appointed to serve on the Recreation Advisory Board:

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
Robert Lamoreux	Regular Member	January, 2023

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # \_\_\_\_\_

Board/Comm./Auth. \_\_\_\_\_

Term Exp. \_\_\_\_\_

Replaced \_\_\_\_\_

or Reappointed \_\_\_\_\_

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

NAME Robert Lamoreux

CITY AND STATE North Cape May, NJ

YEARS OF RESIDENCY IN TOWNSHIP 20 OCCUPATION Teacher

Please number in order of preference which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- Planning Board
- Recreation Advisory Board
- Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

- PAST member of Rec. Advisory Board
- 33 year Educator
- Rec. Coach for Basketball and Football

Date: 12/4/2019 Signature: [Signature] (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

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

RESOLUTION #2020-62

Title: APPOINTMENT OF HEALTH INSURANCE BROKERAGE CONSULTANT FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower has a need to acquire an Insurance Broker and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A 40A:11-5(k) to enter into contracts for "Professional Services" without competitive bidding, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay to Play law; and

WHEREAS, Marsh & McLennan has provided a proposal to serve as the Health Insurance Brokerage Consultant for the Township of Lower; and

WHEREAS, the term of said contract will be January 1, 2020 thru December 31, 2020 for an amount of \$25,000; and

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

Appropriation # 01-23-220-400

CFO Signature: \_\_\_\_\_  
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township Manager is hereby authorized to sign the Insurance Brokerage Agreement attached hereto and said agreement is hereby awarded.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

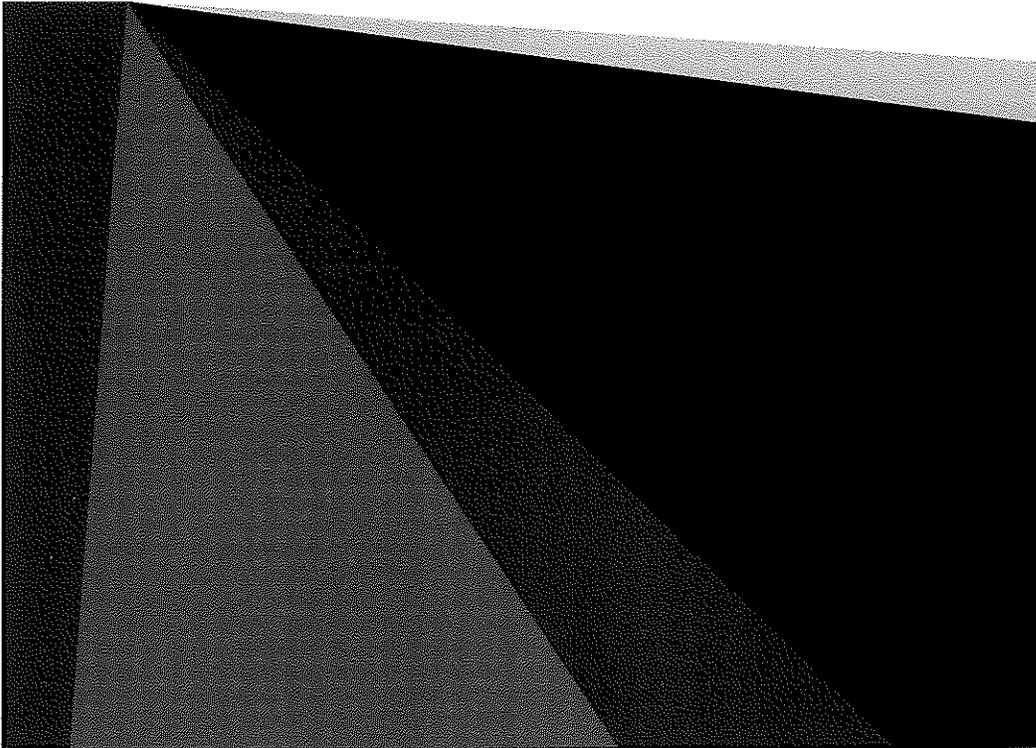
I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

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

# PROFESSIONAL SERVICES AGREEMENT

*TOWNSHIP OF LOWER*

*January 1, 2020*



## CONTENTS

1. Agreement.....	1
2. Exhibit A: Scope of Services.....	9
3. Exhibit B: Brokerage Service Fees .....	11
4. Exhibit C: Employee Benefits Coverage Types .....	12

# 1

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## Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 1/1/2020 - 12/31/2020 (the "Effective Date"), by and between Township of Lower (herein referred to as "Client"), and Marsh & McLennan Agency LLC (Northeast) (herein referred to as "MMA").

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### ARTICLE I. SERVICES PROVIDED BY MMA

**1.1 Obligation to Provide Services; Work Orders.** MMA shall provide health and welfare consulting, and other services as and when requested by Client from time to time (collectively, the "Services" or "In Scope Services"), as set forth in Exhibit A. The parties may agree at any time to modify the Services; provided, however, that all such modifications must be in writing and signed by both parties.

**1.2 Quality of Services.** MMA represents and warrants to Client that the Services performed by MMA hereunder will be of professional quality, consistent with generally-accepted industry standards and expectations for work of a similar nature. MMA's employees and agents shall be adequately trained to perform such Services. MMA shall control the manner and means by which it performs the Services, subject to the express provisions of this Agreement.

#### ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

**2.1 Annual Compensation.** MMA agrees to provide the Services outlined in Exhibit A for the outlined pricing in Exhibit B: Brokerage Services Fees (the "Fees" or "Services Fees"). The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the Services to be provided by MMA.

**2.2 Out-of-Scope Services.** In the event that additional services, which fall outside the scope of Services described in Exhibit A, are requested by Client, MMA will contact Client immediately and mutually-agree on the cost and completion of these additional services. A written description of these additional services and the agreed-upon compensation will be provided each time as an addendum to this Agreement.

**2.3 Compensation Disclosure.** Please see Appendix A for our compensation disclosure, which we may update from time to time.

### **ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE**

**3.1 Information and Data.** The Client shall provide all necessary and reasonably requested information, direction and cooperation to enable MMA to provide the Services hereunder. The client agrees that MMA may use all information and data supplied by the Client or on its behalf without independently verifying the accuracy, completeness or timeliness of it.

**3.2 Delays or Liability.** MMA shall not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the Client does not provide adequate access to its employees, agents or other representatives necessary for us to perform the Services. MMA shall be entitled to charge the Client in respect of any additional work carried out as a result.

### **ARTICLE IV. CONFIDENTIALITY**

**4.1 Confidentiality.** The Client may provide MMA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by MMA under this Agreement, including Non-Public Personal Information. Neither MMA nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of Client for any purpose except in furtherance of the Services rendered by MMA to Client. MMA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in MMA's possession.

**4.2 Transmission.** The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with MMA's obligations hereunder unless such use is contrary to Client's express instructions. For the purposes of this provision, "Non-Public Personal Information" shall mean any Client customer, retiree or employee name accompanied by any of the following data elements that are not encrypted: (a) social security numbers; (b) driver's license number or government issued ID numbers; (c) account, credit card number, debit card number (in combination with any required password that would permit access to the individual's financial account); (d) banking information; (e) date of birth; (f) protected health information; and (g) employee salary information.

**4.3 Public Domain.** The restrictions and agreements set forth above shall not apply to any Confidential Information: (i) which is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of MMA; (iii) which MMA's records demonstrate was developed independently by MMA or was received by MMA from a third party which MMA had no reason to believe had any confidentiality or fiduciary obligation to the Client with respect to such information; (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, MMA shall, to the extent practical, give prior timely notice of such disclosure to the Client to permit the Client to seek a

protective order, and, absent the entry of such protective order, MMA shall disclose only such Confidential Information that MMA is advised by its counsel must be disclosed by law; or (v) following the lapse of two years after disclosure of such information to MMA; provided, however, that MMA's confidentiality obligation hereunder relating to Non-Public Personal Information shall continue indefinitely.

**4.4 Retain Confidential Information.** Notwithstanding anything to the contrary in this Agreement, but subject to the terms and conditions set forth in this provision, MMA may (i) retain copies of Confidential Information that is required to be retained by law or regulations, (ii) retain copies of our work product that contain Confidential Information for archival purposes or to defend our work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned to the Client or destroyed. MMA may retain Client's information in paper or imaged format and MMA may destroy paper copies if it retains digital images thereof.

## **ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY**

**5.1 Work.** All materials prepared by MMA specifically and exclusively for the Client pursuant to this Agreement (the "Work") shall be owned exclusively by the Client.

**5.2 Copyright, Patent and Other Intellectual Property Rights.** Notwithstanding anything to the contrary set forth in this Agreement, MMA shall retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by us before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, specification, documentation and other material created, owned or licensed and used by MMA's affiliates or subcontractors in the course of providing the Services (the "Intellectual Property"), and MMA shall not be restricted in any way with respect thereto. "Intellectual Property" shall also include all MMA-owned websites and related content. To the extent any Work incorporates any Intellectual Property, MMA hereby grants the Client with non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

**5.3 Indemnification.** Unless MMA provides its prior written consent, the Client shall not use, in a manner other than as mutually contemplated when MMA was first retained by the Client to perform the Services, or disclose to any third party, other than Client's attorneys, accountants or financial advisors with a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, any Work or Intellectual Property or other material supplied by MMA under this Agreement, and the Client shall be responsible for, and MMA shall have no liability with respect to, modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA. The Client shall indemnify, defend and hold MMA and its affiliates harmless in respect of any Loss incurred by MMA as a result of the Client's breach of this obligation or any modifications made by any person

other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA.

## ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

- 6.1 the Client has full power and authority to enter into this Agreement;
- 6.2 the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and
- 6.3 this Agreement has been duly authorized and will be binding according to its terms.

Client shall be solely responsible for the accuracy and completeness of all information that you furnish to MMA and/or insurers, and sign any required application for insurance. MMA shall not be responsible for verifying the accuracy or completeness of any information that Client provides, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to Client, including the placement of insurance on its behalf, that are based on inaccurate or incomplete information provided to MMA. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Client agrees that all decisions regarding the amount, type or terms of coverage shall be its ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverage that is appropriate for your particular circumstances and financial position. Client will review all policy documents provided to it by MMA. Client acknowledges that, in performing services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to Client.

## ARTICLE VII. LIMITATION OF LIABILITY

**7.1 Liability.** The aggregate liability of the MMA to the Client, its affiliates and its and their officers, directors or employees or any third party for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA shall not exceed the total commissions and fees paid by the Client to MMA for all Services provided by MMA during the twelve-month period immediately preceding such Loss. MMA shall have no liability for the acts or omissions of any third party (other than its subcontractors).

**7.2 Loss of Profit or Incidental, Consequential, Special Indirect, Punitive Damages.** In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for a loss of profit or incidental, consequential, special, indirect, punitive or similar damages. The provisions of this section shall apply to the fullest extent permitted by law. Nothing in this section limiting the liability of a party shall apply to

any liability that has been finally determined by a court to have been caused by the fraud of such party.

**7.3 Loss.** For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

#### **ARTICLE VIII. WAIVER OF JURY TRIAL**

**8.1 Trial by Jury.** Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any Services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as party in any such action or proceeding.

#### **ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT**

**9.1 Termination.** This Agreement will continue until terminated as provided in this Section. This Agreement may be terminated (i) by either Party upon ninety (90) days' prior written notice to the other Party, (ii) by either Party upon material breach by the other Party, which breach is not cured within thirty (30) days after receipt of written notice thereof, or (iii) immediately by us for non-payment of invoices per the payment terms provided in any Agreement. Upon termination of this Agreement, the confidentiality, ownership of work product, dispute resolution, limitation of liability, waiver of jury trial and all provisions following this termination provision shall survive in full force and effect. Any termination of this Agreement shall not relieve Client of its obligations to pay for Services rendered and expenses incurred by MMA up to and including the effective date of such termination.

#### **ARTICLE X. DISPUTES**

**10.1 Claim or Action.** Any claim, action or proceeding in any forum against a party or any of its affiliates will be barred unless the other party initiates the dispute within one year of the date upon which that party (i) first discovered, or (ii) upon the exercise of reasonable diligence could have discovered, the act, error or omission that is the basis for such claim, whichever date is sooner.

**ARTICLE XI. NOTICE**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by overnight courier. All notices or communications to MMA should be sent to the consultant on the account at MMA's main address.

**ARTICLE XII. GOVERNING LAW**

This Agreement will be interpreted under the laws of the State of New York, without reference to principles of conflict of laws.

**ARTICLE XIII. AMENDMENTS**

This Agreement may be modified or otherwise amended and the observance of any term of the Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the parties hereto.

**ARTICLE XIV. NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to confer any right or benefit on any third party and the provision of Services under this Agreement cannot reasonably be relied upon by any third party.

**ARTICLE XV. ENTIRE AGREEMENT**

This Agreement represents our entire understanding with regard to the matters specified herein. This Agreement supersedes, revokes, cancels, extinguishes and replaces all prior or contemporaneous understandings, agreements, undertakings, negotiations and discussions, whether oral or written, between the parties. The parties agree that, except for the obligations under this Agreement, they have no obligations to one another and have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

**ARTICLE XVI. WARRANTIES OF MMA**

Except as expressly set forth in the Agreement, MMA expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose.

**ARTICLE XVII. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned or transferred in any manner by any party without written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

**ARTICLE XVIII. SEVERABILITY**

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

**ARTICLE XIX. FORCE MAJEURE**

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

**ARTICLE XX. MISCELLANEOUS**

The Parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

The balance of this page left blank intentionally.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

**Marsh & McLennan Agency LLC (Northeast)**

By: karen.szabo@ocs.m  
mc.com Digitally signed by  
karen.szabo@ocs.mmc.com  
DN: cn=karen.szabo@ocs.mmc.com  
Date: 2020.01.03 10:13:20 -05'00'

Printed Name: Karen Szabo

Title: Practice Leader, Employee Benefits

Date: 1/3/2020

**Township of Lower**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

# 2

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## Exhibit A: Scope of Services

### EMPLOYEE BENEFITS

#### Strategic Planning and Stewardship

- Identify goals, challenges, and strategies relevant to business operations
- Develop strategies to meet established objectives
- Provide periodic progress updates in accordance with established timeline
- Marketplace overview
- Discuss satisfaction with current vendors and carriers
- Explore alternative funding methodologies
- Evaluate/review current employee benefits package
- Review employee/employer cost sharing arrangement
- Review total plan costs

#### Vendor and Carrier Marketing

- Develop strategy to identify goals
- Determine vendors and carriers selection criteria
- Analyze marketplace and vendors and carriers options as requested
- Support vendors and carriers through competitive bidding/proposal process
- Evaluate vendors and carriers proposals
- Compile due diligence of finalists
- Negotiate financial and contractual terms and funding arrangements
- Compare with incumbent vendors and carriers and identify finalists
- Facilitate decision-making process
- Communicate decisions to all vendors and carriers

#### Vendor and Carrier Implementation Management

- Create timeline of expectations
- Communicate coverage termination to incumbent, if applicable
- Assist in the completion and delivery of placement paperwork
- Attend or present at employee communication meetings

**EMPLOYEE BENEFITS CONT'D****Renewal Analysis**

- Establish renewal timeline and goals
- Review claims experience, demographics, and employee contributions strategies
- Analyze and validate vendors and carriers renewal terms
- Negotiate renewals with respective vendors and carriers
- Coordinate all related plan design and financial requests to vendors and carriers
- Provide renewal alternatives with employee and strategy cost impact
- Create employee contribution modeling reports
- Assist with annual budget projections
- Communicate decisions to all vendors and carriers
- Present to senior management or board of directors as requested

**Training, Development, and Education**

- Open enrollment meeting presentation
- Payroll stuffers, posters, newsletter articles
- Education meetings on various benefits-related topics

**Day-to-day Administration and Management**

- Claim problem resolution
- Assist with contract and policy review
- Provider network issues
- Assist with billing, enrollment, and eligibility issues
- Assist in daily administration of policy changes, service issues and/or questions

**Additional Services** (May Be Provided By a Third Party Administrator)

- Health Advocate

**Surveys and Assessments**

- Employee satisfaction survey
- Benefit design survey
- 360 degree feedback survey

## Exhibit B: Brokerage Service Fees

MMA will receive, as compensation for its services under this Agreement, fees in the amount of \$25,000.00 per year, which amount will be billed and paid in:

- In one annual invoice
- Equal quarterly invoices in the amount of \$
- Equal monthly installments in the amount of \$2,083.33
- Other \_\_\_\_\_

First installment is due approximately 30 days from receipt of the signed agreement. Future installments will be due on the 1<sup>st</sup> of each month.

### COMPENSATION IS:

- In addition to commission included in the premiums that Client remits to insurance company(ies) involved. The above fee applies to NJ State Health Benefitsplans only. Commission is included in the premiums for Delta Dental, USABLE and Aflac.

### TRAVEL EXPENSES:

- Included in fees above

# 3

## Exhibit C: Employee Benefits Coverage Types

The following plans/carriers are understood to be in Client's current benefit portfolio and are included in the pricing (Exhibit B.) Changes to the current plan design may impact pricing.

COVERAGE TYPES	CARRIER/VENDOR
<b>Employer Sponsored Plans</b>	
• Medical	New Jersey State Health Benefit
• Stop Loss	
• Dental	Delta Dental
• Vision	
• Basic Life & AD&D	
• Supplemental Life & AD&D	USable Life
• Short Term Disability	
• Long Term Disability	
• Long Term Care	
• Patient Advocacy	
• Business Travel Accident	
• Pre-Paid Legal	
• ID Theft	
• Worksite (Accident, Critical Illness, Inc.)	Aflac
• Pet Insurance	
• Virtual/Online Care	
• Other	



**MARSH & MCLENNAN  
AGENCY**

Marsh & McLennan Agency LLC (Northeast)  
Park 80 West, Plaza Two  
250 Pehle Avenue, Suite 400  
Saddle Brook, New Jersey 07663  
(800) 642-0106

## APPENDIX A COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <http://global.marsh.com/about/>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/resource/compensation-guide-for-client.pdf>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev.

11/1/201

8

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

RESOLUTION # 2020 -63

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employees request, annually buy back a maximum of five (5) days of unused sick leave in December of any year, from employees who have not used more than the amount of sick days as determined in their union contracts; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature \_\_\_\_\_ that adequate funding is available for such payment in the 2019 budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to the employees listed on the attached schedule not to exceed the amount of \$3,633.67 is authorized and chargeable to the 2019 Budget:

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk



# LOWER TOWNSHIP POLICE DEPARTMENT

William Mastriana  
Chief of Police

CAPTAIN MARTIN BIERSBACH  
Executive Officer

LT. WILLIAM PRIOLE  
Administrative Services Commander

LT. PATRICK GREENE  
Patrol Bureau Commander

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

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

Date: January 3, 2020

To: Chief William Mastriana

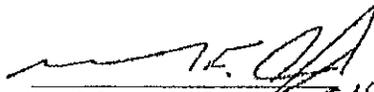
From: Det Michael James Jr.

Subject: Sick Time

Sir,

I am writing to request to sell back forty (40) hours of unused sick time per contract with PBA Local 59. I have used a total of eight (8) hours in 2019.

Respectfully Submitted,

  
Det Michael James Jr. 193

0° \*

0° \*

29° 970° x

40° =

1,190° 016 \*+

*Approved Capt. 016 139*

LOWER TOWNSHIP POLICE DEPARTMENT

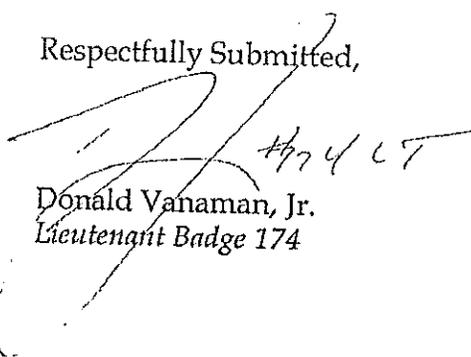
SPECIAL REPORT

TO: Chief William Mastriana  
FROM: Lieutenant Donald Vanaman  
DATE: January 2, 2020  
SUBJECT: Sick Time Sell Back

Chief,

I would like to sell back 40 hours of sick time. I used 30 hours of sick time during the previous year.

Respectfully Submitted,

  
Donald Vanaman, Jr.  
Lieutenant Badge 174

40 x  
60-071A =  
2, 31-056 \*\*

C	File	Date	Officer	Comments
		1-3-20	Capt. V's	Form TO Chief Approval

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

RESOLUTION #2020-64

Title: APPOINTMENT TO THE RECREATION ADVISORY BOARD – REPLACING A MEMBER WHO HAS RESIGNED

WHEREAS, Joseph Wareham has tenured his resignation to the Recreation Advisory Board, creating an opening to fill his term which expires on December of 2020; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby appointed to serve on the Recreation Advisory Board :

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
Lonnie Bedell, Jr.	Regular Member	December, 2020 (unexpired term)

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # 20-201

Board/Comm./Auth. PAB

Term Exp. 12/2022

Replaced Waived or Reappointed

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

RCUD JAN 15 '20

NAME

Lornie A. Beckell Jr.

CITY AND STATE

Villas N.J.

YEARS OF RESIDENCY IN TOWNSHIP

37 yrs

OCCUPATION

Mechanic for Fare Free Transportation

Please **number in order of preference** which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- Planning Board
- Recreation Advisory Board
- Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. **List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.**

I served on the Rec Board for 15 years. Past president for the Optimist. Recipient for the Citizen of the year Award Served on the Little League Board & past president.

Date: 1-16-20

Signature: Lornie Beckell Jr.

(VALID FOR ONE YEAR FROM DATE OF RECEIPT)

**Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251**

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

ORDINANCE #2020-02

**Title:** AN ORDINANCE AUTHORIZING THE TOWNSHIP OF LOWER TO CONVEY A DEED OF EASEMENT TO THE PROPERTY OWNERS OF BLOCK 796, LOTS 45 & 46 IN ORDER TO AFFORD SAID OWNER ACCESS TO USE AND MAINTAIN AN EXISTING WOODEN PIER/WALKWAY CONSTRUCTED ON TOWNSHIP OWNED PROPERTY

**WHEREAS**, Clair Hooper ("Hooper") is the owner of certain real property located at 880 W. Rio Grande Avenue, a/k/a Block 796, Lots 45 and 46 ("Subject Property"), on the official Tax Map of the Township of Lower;

**WHEREAS**, there is currently an existing wooden pier/walkway constructed at the Subject Property which is owned by Hooper and which has been constructed directly over and across Richardson's Avenue, a paper street owned and maintained by the Township, Channel Road, a paper street owned and maintained by the Township, and Township owned property identified as Block 797, and Block 795, Lots 90 and 91, which provides the Subject Property with access to Richardson Channel;

**WHEREAS**, on July 11, 2018, the New Jersey Department of Environmental Protection ("NJDEP") issued Hooper a Notice of Violation associated with the performance of unauthorized regulated activities within a coastal wetland without obtaining authorization from the Department's Division of Land Use Regulation to reconstruct/repair the existing wooden pier/walkway;

**WHEREAS**, in order to resolve the pending NJDEP Notice of Violation and to apply for required permits, the NJDEP has indicated that Hooper requires written consent from the Township of Lower in order to perform restoration work to the existing wooden pier/walkway on and within property owned by the Township of Lower;

**WHEREAS**, in connection with the approval and authorization required from the NJDEP to permit Hooper to complete required and necessary repairs to said wooden pier/walkway located on and within Township owned property, the Township of Lower has determined that it is necessary to convey a right-of-way access easement to Hooper over its land so as to afford Hooper with permission and access to undertake the contemplated restoration work;

**WHEREAS**, N.J.S.A. 40A:12-1 et seq. permits the conveyance of an interest in land not needed for public purposes; and

**WHEREAS**, the public's interest in the Easement is not affected by granting this easement as Richardson's Avenue and Channel Road are unimproved paper streets, and the property owned by the Township, Block 797, and Block 795, Lots 90 and 91, consists of marshland and land that is currently underwater.

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

Section 1. The Township of Lower is hereby authorized to convey a deed of easement to Clair Hooper to afford her access to use and maintain an existing wooden pier/walkway constructed within Richardson's Avenue, a paper street owned and maintained by the Township, Channel Road, a paper street owned and maintained by the Township, and Township owned property identified as Block 797, and Block 795, Lots 90 and 91, as further identified in **Exhibit A** which is attached hereto;

Section 2. The Mayor and Township Clerk are hereby authorized to execute all documents necessary for the conveyance of the Easement, including but not limited to executing a Deed of Easement, attached hereto as **Exhibit B**, and other required conveyance documents;

Section 3. The Mayor and Township Clerk are hereby authorized to execute the Application Form for Permit Authorization required by the New Jersey Department of Environmental Protection granting Hooper its permission to proceed with the required permit application, which is attached hereto as **Exhibit C**;

Section 4. The land subject to the Easement is not needed for a public purpose and it is determined to be in the best interests of the Township of Lower to permit access by Hooper to the land in question by way of an Easement;

Section 5. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof;

Section 6. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7. This ordinance shall take effect immediately after final passage and publication in the manner provided by law.

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

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

\_\_\_\_\_  
Roland Roy, Councilmember

\_\_\_\_\_  
Frank Sippel, Deputy Mayor

Introduced: January 22, 2020

Adopted:

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

# Easement

KNOW ALL PEOPLE BY THESE PRESENTS, THAT the Township of Lower, ("Authority" or "Grantor"), a municipal corporation with a business address of 2600 Bayshore Road, Villas, NJ 08251, for One Dollar (\$1) and other good and valuable consideration paid by Clair Hooper, whose address is 31 Shade Court, Maple Shade, New Jersey, 08052, ("Grantee"), the receipt of which is hereby acknowledged, does hereby provide and grant to Grantee, its successors and assigns, a nonexclusive easement and right-of-way (the "Easement") over and across the following described real property (the "Easement Area"), for so long as the Easement is used solely for the purposes mentioned in this Easement, for the purpose of providing a means of ingress to and egress over and above the land and water by means of a raised pier to access the Grantee's waterfront dock, deck and mooring structures a set forth in the attached schematic being more particularly described as attached hereto.

The Easement is granted, subject to the conditions, restrictions, and limitations contained in this Easement. The recording of this NonExclusive Access Easement or use of the Easement by the Grantee, for itself and its successors and assigns, will be deemed acknowledgment and acceptance by Grantee of all terms and conditions, restrictions, and limitations contained in this document, which will be effective and binding on the Grantee, its successors and assigns. The Easement will constitute an appurtenance to the real property.

1. Grantee assumes the risk and will indemnify and hold harmless Grantor and/or Grantors' directors, officers, employees, public officials, agents, customers, invitees, and licensees against, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses for bodily injury, death, any other personal injury, damage to real or personal property, and business interruption (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (1) the use or occupancy of the Easement Area by Grantee, or its employees, agents, contractors, invitees, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (2) any activity, work, or thing done, or permitted or suffered on or about the Easement Area by Grantee, or its employees, agents, contractors, invitees, visitors, any other person entering upon the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (3) any acts, omissions, or negligence of Grantee, or its employees, agents, contractors, invitees, visitors, any other person entering on the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee; (4) any breach, violation, or nonperformance by Grantee, or its employees, agents, contractors, invitees, visitors, any other person entering on the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee, of any term, covenant, or provision of this NonExclusive Access Easement or any law, ordinance, or governmental requirement of any kind; or, (5) (except for loss of use of all or any portion of the Easement Area or Grantee's property located within the Easement Area which is proximately caused by or results proximately from the negligence or willful misconduct of

# Easement

Grantor), any injury or damage to the person, property, or business of Grantee, or its employees, agents, contractors, invitees, visitors, any other person entering on the Easement Area under the express or implied invitation of Grantee, or any person claiming under Grantee. If any action or proceeding is brought against Grantor and/or Grantors' directors, officers, employees, public officials, agents, customers, invitees, or licensees by reason of any such claim, Grantee, on notice from Grantor, will defend the claim at Grantee's expense with counsel satisfactory to Grantor.

2. Grantor expressly reserves a reversionary interest in the Easement Area. Grantee will not share, lease, assign, sell, convey, or transfer all or any part of the Easement or rights granted in this Easement. In the event the Grantee abandons, disuses, shares, leases, sells, assigns, conveys, or transfers all or any part of the Easement, or rights granted in this Easement, the Easement and all rights connected with the Easement will terminate and revert to Grantor in accordance with the Grantor's interest in the real property, and a Grantor may file an Affidavit of Facts Relating to Title for the purpose of giving public notice of any such reversion. On termination and reversion as stated, the Grantee will execute and deliver a recordable instrument of conveyance returning the described easement rights to Grantor and releasing any and all rights which may have been conveyed by this Easement. Grantor will be released from any obligation or liability to Grantee arising or resulting from the granting or termination.

3. Grantee agrees to be responsible for all costs related to damage to Grantors' real property or interest in the real property, which damage was occasioned by or resulted from the Grantee's use of the Easement.

4. The rights granted in this Easement do not include any rights of Grantee to construct or install any improvements in the Easement Area without the written authorization of the Authority. However, the Grantor hereby authorizes the Grantee the right to maintain, repair, and replace in kind and in place the existing pier for ingress and egress to the Grantee's waterfront dock, deck and mooring structures a set forth in the attached schematic.

5. The rights granted in this Easement are nonexclusive and will not be construed to interfere with or restrict the Grantor's paramount right to use the Easement Area for any and all public purposes, to fully use and enjoy the property, or construct and maintain property improvements in, over, under, across and through Easement Area, so long as such use and enjoyment does not unduly interfere with the use of the Easement for the purposes granted to Grantee.

6. Grantee will not permit or suffer to exist any mechanics or materialman's lien of any kind or nature against the Easement Area or other lands owned by Grantor for any work done or materials furnished at the instance, request, or on behalf of Grantee. Grantee will indemnify and hold harmless Grantor against any and all liens, claims, demands, costs, and expenses of any nature connected with or arising out of such work done or materials furnished.

7. All activities conducted on the Easement Area by Grantee will be conducted in compliance with all laws, ordinances, rules, and regulations including, without limitation, environmental,

# Easement

land use, and public utility laws, rules and regulations. This includes, but is not limited to, any rules, regulations, and/or permitting process established by Grantor to regulate access to the Easement Area in addition to the terms contained in this Easement.

IN WITNESS WHEREOF, the Grantor, Township of Lower, by its duly authorized officer \_\_\_\_\_, has caused this instrument to be executed and subscribed \_\_\_\_\_.

Township of Lower

By: \_\_\_\_\_

[Name of authorized officer]

[Title of authorized representative]

Subscribed and sworn to before me on [date of attestation].

[Notary clause]

Notes

# James R. Boney & Associates, LLC

LAND SURVEYORS

N. J. LICENSE No. 31264 ♦ PA. LICENSE No. SU-048532-R

13 Stone Mill Court, Egg Harbor Township, NJ 08234

Office: (609) 788- 8013    Mobile: 457-2826

## LEGAL DESCRIPTION

### (EASEMENT)

ALL THAT CERTAIN LOT, tract or parcel of land and premises situate, lying and being in the TOWNSHIP of LOWER, County of CAPE MAY and State of New Jersey, being a five feet wide easement for the use and maintenance of an existing wooden pier or walkway running from the northeasterly line of Richardson's Avenue, over and through meadowlands to the division line between Lot 90 and Lot 91, Block 795, Lower Township Tax Map, being more particularly described as follows:

BEGINNING a point in the Northeasterly sideline of Richardson's Avenue (50' wide, not open), said point being 34.71 feet southeast of the southeast corner of Lower Township Tax Map Lot 47, Block 796 and from said beginning point running thence:

- 1) South 53 degrees 04 minutes 34 seconds West, 253.02 feet to a point in the division line between Lot 90 and Lot 91, Block 795; thence
- 2) North 79 degrees 02 minutes 38 seconds East, along said division line, 11.42 feet to a point; thence
- 3) North 53 degrees 04 minutes 34 seconds East, 242.94 feet to a point in the said line of Richardson's Avenue; thence
- 4) North 39 degrees 06 minutes 35 seconds West, along same, 5.00 feet to the Point and Place of BEGINNING.

Described in accordance with a survey of the premises by James R. Boney, PLS dated May 31, 2018 and revised to December 10, 2019.

December 10, 2019

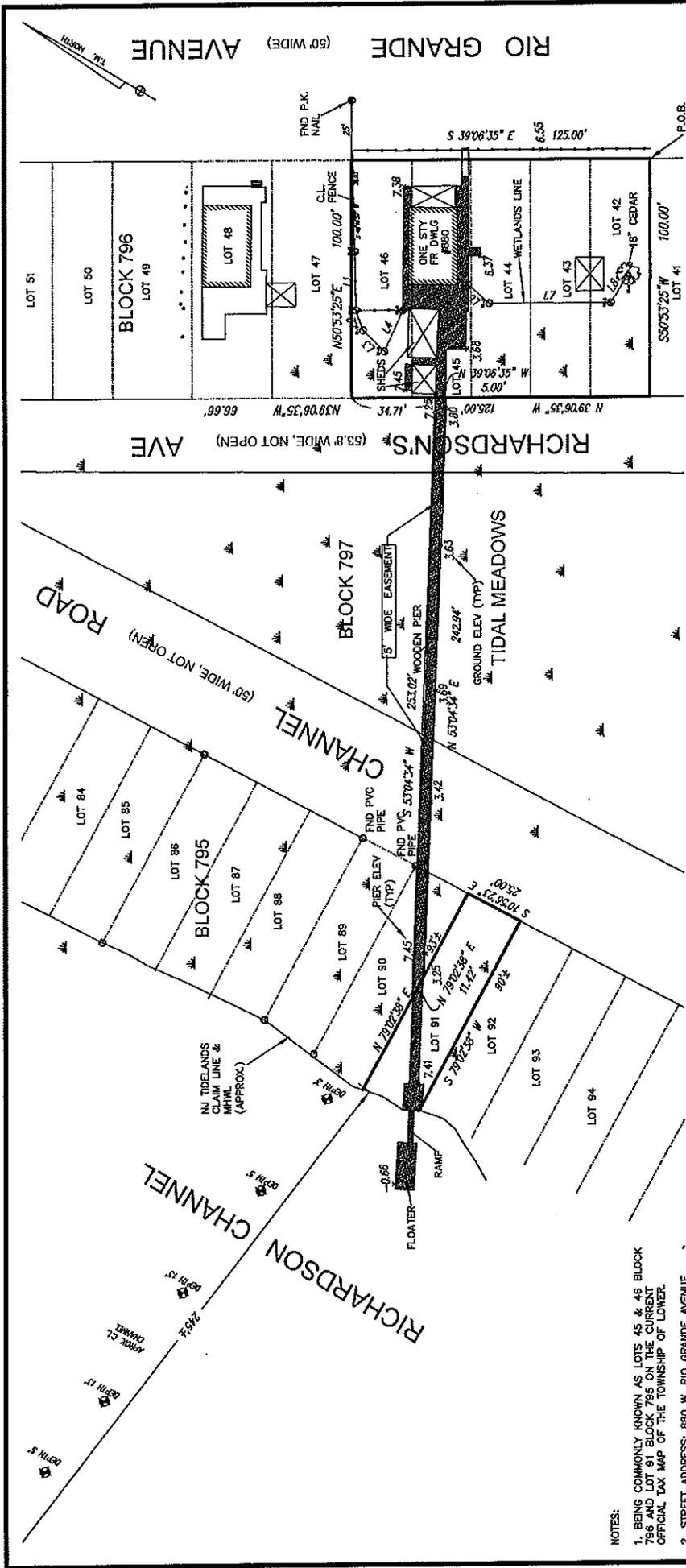
Date



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James R. Boney, PLS

NJ License No. 31264



DATE: 05-31-18  
 SCALE: 1"=40'  
 DRN BY: JRB  
 PROJ: 18-2016  
 REV:  
 12-20-18 LOT NUMBERS  
 02-17-19 WETLANDS  
 12-10-19 EASEMENT

SURVEY OF:  
 BLOCK 796 LOTS 42, 43, 44, 45, & 46; BLOCK 795 LOT 91  
 TOWNSHIP OF LOWER CAPE MAY COUNTY NEW JERSEY

**JAMES R. BONEY**  
 PROFESSIONAL LAND SURVEYOR  
 NJ LICENSE NO. 31264  
 13 STONE MILL CT, E.H.T., NJ 08234 Ph: 609-788-8013

WETLANDS LINE TABLE		
LINE	LENGTH	BEARING
L1	23.98	S50°15'48"W
L2	9.02	S31°33'42"W
L3	12.44	S05°58'29"W
L4	19.21	N75°18'51"E
L5	25.33	S52°42'04"E
L6	11.75	S02°35'57"W
L7	50.92	S39°07'05"E
L8	13.38	N82°47'17"E

- NOTES:
1. BEING COMMONLY KNOWN AS LOTS 45 & 46 BLOCK 796 AND LOT 91 BLOCK 795 ON THE CURRENT OFFICIAL TAX MAP OF THE TOWNSHIP OF LOWER.
  2. STREET ADDRESS: 880 W. RIO GRANDE AVENUE
  3. ELEVATIONS ARE MVD 1988

TO:  
 CLAIRE HOOPER  
 I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED AND PREPARED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURFACE STRUCTURES NOT VISIBLE ON THE SURFACE.

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

ORDINANCE #2020-01

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

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

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

WHEREAS, the Township Council of the Township of Lower in the County of Cape May finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of Lower hereby determines that a 3.5% increase in the budget for said year, amounting to \$789,472.05 in excess of the increase in final appropriations otherwise permitted by the Local Government Cape Law is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Lower, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2020 budget year, the final appropriation of the Township of Lower shall, in accordance with this ordinance and N.J.S.A. 40A: 4-15.14, be increased by 3.5% amounting to \$789,472.05, and the CY 2020 municipal budget for the Township of Lower be approved and adopted in accordance with this ordinance.

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

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

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

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

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

\_\_\_\_\_  
Roland Roy, Councilmember

\_\_\_\_\_  
Frank Sippel, Deputy Mayor

\_\_\_\_\_  
Erik Simonsen, Mayor

Introduced: January 6, 2020

Adopted:

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

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

RESOLUTION #2020- *65*

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
DAVID PERRY	CONTRACTUAL REIMBURSEMENT	\$55.00
DAVID PERRY	CONTRACTUAL REIMBURSEMENT	\$569.30
TOTAL BILL LIST		\$624.30

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
PERRY							
ROY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

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

# **2019**

## **TAX COLLECTOR'S ANNUAL REPORT**

SUBMITTED BY: KATHY BROWN

TAX COLLECTOR  
TOWNSHIP OF LOWER  
COUNTY OF CAPE MAY

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

In 2019 the tax office collected over 65 million dollars in taxes and other municipal charges. This year we increased the number of homeowners using the ACH program, (an automatic debit from their bank account and direct deposit to the Township's bank account) from 870 to 1128. In addition, 4.8 million dollars was paid through our online banking option on the Township's website. All payment transactions are processed by the staff in the Tax Collector's office regardless of the manner including online, automatic debit, mail-in and in-person payments. The Tax Collector's office also collects Municipal Service Fees (mobile home parks), Commercial Trash, and Lot Clearing charges.

On September 10, 2019 we held our Tax Sale for unpaid 2018 municipal charges. The MUA sent over 70 properties totaling \$41,363.27 we collected in our office \$24,947.91 in MUA charges before the sale and the remaining balance of \$15,864.96 was sold at the sale. Fifty-six properties were sold at the sale; 51 properties were sold to outside lien holders leaving 5 properties to be struck off to the municipality. The total amount of Tax/MUA charges sold was \$70,933.89 and we collected \$292,000.00 in premiums. At this time we have 107 open tax lien certificates, 76 certificates are held by outside lien holders and 31 are Township Liens; which are eligible for foreclosure by the Township. 49 liens were redeemed through our office this year.

The Township of Lower has 15,345 taxable properties and another 616 non-taxable properties. Many property owners qualify for a Veterans Deduction (992) and/or the Senior Citizen Deduction (268) of \$250.00 each against taxes due. Presently, there are over 100 properties that qualify for a 100% Disabled Veteran Exemption from paying Real Estate taxes. The township prints and mails all tax bills utilizing township employees. In 2019, the State of New Jersey once again issued Homestead Rebates on two separate occasions resulting in the printing and mailing of adjusted tax bills being issued to 2,449 property owners for the second quarter and another 2,537 adjusted tax bills issued for the fourth quarter. Also, the State of New Jersey offers a Property Tax Reimbursement (commonly known as the Senior Tax Freeze) to qualifying property owners. The Tax Collector's office processed over 3,500 applications certifying the amount of taxes paid by individual property owners. County wide we have the largest number of homeowners receiving Homestead Credits and/or Property Tax Reimbursements.

The unaudited tax collection rate for 2019 is 98.98%.

Tax Year Range: 2019/1 to 2019/4

Calculated As Of: 12/31/19

Tax Levy

Net Taxes:

Original:	65,205,379.60	
Preliminary Adjustments:	3,887.65-	
Added:	286,825.20	
Omitted:	0.00	
Omit/Add:	0.00	
Rollback:	<u>0.00</u>	
Total Net Tax		65,488,317.15

Adjustments to Levy:

HOMESTEAD BENEFIT (HB )	<u>678,856.78-</u>	
Total Adjustments to Levy		678,856.78-

Original Deductions (Src, vet, SSp, Dis, wid)	<u>315,000.00</u>	
Total Gross Tax Levy		65,124,460.37

Collections

Prior Year - Cash Receipts	1,150,663.44	
Current Year - Cash Receipts	63,104,378.74	
Original Deductions (Src, Vet, SSp, Dis, wid)	315,000.00	
Deductions Allowed (051, 053, 055, 057, 059)	6,750.00	
Disallowed (052, 050, 054, 056, 049, 058, 048, 060)	<u>1,567.81-</u>	
Transfer Overpayment (063)	<u>37,835.33</u>	
Total Collections		64,613,059.70

Adjustments to Collections

NSF Reversals	109,933.94	
Refund By Res. (064)	<u>39,693.78</u>	
Total Adjustments to Collections		( 149,627.72 )

Total Adjusted Collections		64,463,431.98
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\*\*\* Percentage of Collections: (Total Adjusted Collections/Total Tax Levy \* 100) 98.98 % \*\*\*

(NOTE: Transactions posted after the last day of the selected Tax Year are NOT included in the Percentage Calculation!)

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

January 10, 2020

Mayor Erik Simonsen &  
Council Members  
2600 Bayshore Road  
Villas, NJ 08251

RE: MLUL 40:55D-70.1; Annual report  
on variances heard by Zoning Board;  
Year 2019

Dear Mayor Simonsen & Council Members:

Please find attached the approving resolution and variance report of the Township of Lower Zoning Board for the Year 2019.

The Zoning Board carefully examined the report at their January 9, 2020 regular meeting and reserves the right to recommend any zoning ordinance changes at a future date.

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

Sincerely,

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

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

WJG:las

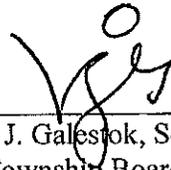
enc.1

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

RESOLUTION NO.20-8-ZBA

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF LOWER

ON THIS 9th day of January, 2020, the Zoning Board of Adjustment of the Township of Lower, having been presented with and having reviewed the Annual Report of Variances approved by the Zoning Board of Adjustment of the Township of Lower as submitted to said Board by William J. Galestok, PP,AICP, Director of Planning, and having determined that the same is accurate and complete and by affirmative vote, does hereby approve the same and authorize the same to be kept as an official record of the Township of Lower.



---

William J. Galestok, Secretary  
Lower Township Board of Adjustment

DATED: January 9, 2020

2019 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
R-1	Verizon NJ, Inc.(3449) Cornwell (3441)	CA		CA	CA - Front yard & 8' fence CA - Front & side yards & coverage	
R-2 (W)	TB Storage, LLC (3431)			D		
R-2(U)	Hober (3438) Mogavero (3444)			CA	CA - coverage	
R-3 (W)	Wind (3433) Meier (3439) Drozdz (3442) McGarity (3445)  Ricciardi (3446) Marsicano (3447) Boyle (3442A) Weiss (3452) Horton (3454) Vessi (3456) Zeigler (3458) Frigiolo (3459) Margiotti (3460)			W	W - Front & side yards CA - Front yard. Accessory use front yard & front setback CA - Side yard CA - Accessory use in front of principal & accessory use coverage CA - Accessory use closer to principal than allowed CA - Front yard & coverage CA - Side yard CA - Side yard CA - Side yard & coverage CA - Accessory use taller than principal CA - Rear yard (detached duplex) CA - Area frontage & width CA - Side yard CA - Side yard	

2019 ZONING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SITE PLAN</u>	<u>SUBDIVISION</u>	<u>USE VARIANCE</u>	<u>HARDSHIP</u>	<u>OTHER</u>
R-3 (W)	Meade (3461) <i>Lipari (3462)</i>				CA - Front & side yards <i>CA - Front yard</i>	
R-3 & C	Mogavero (3436)			CA		
R-4	Beebe (3457)				CA - Side & rear yards & coverage	
GB	Douglass (3437) <i>115 Breckwater Rd, LLC (3443)</i> Van Mourik Family Trust (3448) Basalyga (3455)	CA			CA - Rear yard CA - Area, frontage, width, depth, front & side yards coverage CA - Area, frontage, width, depth, front, side & rear yards and coverage	
RB	Carter (3403A) <i>Wilson (3453)</i>	CA			CA - Outdoor display & storage & parking	
MGB	Hayes (3440)			CA		
C	Mckee Marinas, LLC	CA		CA		



2019 PLANNING BOARD VARIANCE REPORT

<u>ZONE</u>	<u>APPLICANT</u>	<u>SUBDIVISION</u>	<u>SITE PLAN</u>	<u>DUNE REVIEW</u>	<u>HARDSHIP VARIANCE</u>
R-1	DeGroff/James (1453)	CA			CA - Width, depth & 90 degree angle
R-2 (U)	TB Storage (1457) <i>Beeby (1463)</i>	CA CA			CA - Frontage & width CA - Frontage, width & front yard
R-3 (W)	Foulkrod (1455) <i>Daly (19-2)</i> Brophy, Brophy & Warner (1459) Lone Palm, LLC (1460) <i>Daly (19-2-4)</i> ARA Enterprises (1464)	CA  CA CA D		CA  CA CA	CA - Area, frontage & width CA - Frontage, width & side yards CA - Area, frontage, width & side yards CA - Area, frontage, width, front & side yards CA - Frontage, width & side yards D - Area, frontage, width & side yards
<b>TOTALS</b>		6 - CA 1 - D		2 - CA	8 - CA 1 - D

CA = Conditionally approved  
D = Denied  
(W) = Sewered  
(U) = Unsewered

- 3 - Area
- 7 - Frontage
- 8 - Width
- 1 - Depth
- 2 - Front yard
- 4 - Side yard
- 1 - 90 degree angle

# Clerks Report December 2019

## Register Report - Last month

12/1/2019 through 12/31/2019

1/6/2020

Page 1

Account	Description	Memo	Category	Amount
<b>INCOME</b>				<b>7,070.00</b>
Business Mercantil 2019-2020				150.00
Campgrounds & Trailers				150.00
Precious Metals				500.00
Rental 2019-2020				150.00
Special Events				15.00
Taxi & Limo				600.00
Towing				2,000.00
Vac Prop Reg				3,500.00
Yard Sale Permit				5.00
<b>EXPENSES</b>				<b>320.00</b>
Street Opening Permit				320.00
<b>TRANSFERS</b>				<b>-7,390.00</b>
Council Checking				-7,390.00
			<b>OVERALL TOTAL</b>	<b>0.00</b>

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

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 12/01/2019 To 12/31/2019

January 06, 2020 9:11:23AM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$2,142,730.00	Cubic Footage:	427719 Cu.ft	Permit Issued:	76
Cost Of Alteration:	\$575,766.00	Square Footage:	40206 Sq.ft	Updates Issued:	7
Cost Of Demolition:	\$7,000.00			All Fees Waived:	2
Total Cost:	\$2,725,496.00			Municipal Fees Waived:	0

<b><u>PERMIT FEES</u></b>	<b><u>ADMIN FEES</u></b>	<b><u>WAIVED FEES</u></b>	<b><u>TOTAL FEES</u></b>
Building: \$24,627.00	Building: \$0.00	Building: \$120.00	Building Fees: \$24,507.00
Electrical: \$10,061.00	Electrical: \$0.00	Electrical: \$58.00	Electrical Fees: \$10,003.00
Fire : \$7,110.00	Fire : \$0.00	Fire : \$0.00	Fire Fees: \$7,110.00
Plumbing: \$11,274.00	Plumbing: \$0.00	Plumbing: \$0.00	Plumbing Fees: \$11,274.00
Elevator: \$0.00	Elevator: \$0.00	Elevator: \$0.00	Elevator Fees: \$0.00
Mechanical: \$1,725.00	Mechanical: \$0.00	Mechanical: \$0.00	Mechanical Fees: \$1,725.00
		* Total Waived: \$178.00	Technical Fees: \$54,619.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$1,585.00	\$0.00	\$1,585.00
Alteration Training Fee:	\$1,100.00	\$8.00	\$1,092.00
DCA Minimum Fee:	\$6.00	\$0.00	\$6.00
Sub total Training Fee:	\$2,691.00	\$8.00	\$2,683.00

**TECHNICAL ISSUES**

Building Technical:	48
Electrical Technical:	63
Fire Protection Technical:	26
Plumbing Technical:	31
Elevator Technical:	
Mechanical Technical:	20

**CERTIFICATE ISSUES**

Certificate of Occupancy:	5
Certificate of Approval:	26
Certificate of Continued Occupancy:	0

Certificate of Occupancy Fee:	\$5,569.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$5,569.00

PERMIT FEES:	\$54,619.00
DCA FEES:	\$2,683.00
CERTIFICATE FEES:	\$5,569.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$62,871.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$150.00
GRAND TOTAL FEES:	\$63,021.00

\* By State law (see N.J.S. 52:27D-126c): \$178.00

\* By Municipality (see N.J.S. 52:27D-126b): \$0.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 12/01/2019 To 12/31/2019

January 6, 2020 9:12:02AM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$867.00	\$62,154.00	\$0.00	\$63,021.00
NSF FEE	Sub Totals:	\$20.00	\$0.00	\$0.00	\$20.00
DUMPSTER	Sub Totals:	\$0.00	\$10.00	\$0.00	\$10.00
LICENSE FEES	Sub Totals:	\$0.00	\$450.00	\$0.00	\$450.00
<b>GRAND TOTALS:</b>		\$887.00	\$62,614.00	\$0.00	\$63,501.00

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

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 01/01/2019 To 12/31/2019

January 06, 2020 9:16:07AM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$17,386,075.00	Cubic Footage:	3095245 Cu.ft	Permit Issued:	1430
Cost Of Alteration:	\$17,270,985.00	Square Footage:	256821 Sq.ft	Updates Issued:	142
Cost Of Demolition:	\$248,179.00			All Fees Waived:	33
Total Cost:	\$34,905,239.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>	<u>ADMIN FEES</u>	<u>WAIVED FEES</u>	<u>TOTAL FEES</u>
Building: \$372,544.00	Building: \$0.00	Building: \$35,064.00	Building Fees: \$337,480.00
Electrical: \$145,987.00	Electrical: \$0.00	Electrical: \$4,831.00	Electrical Fees: \$141,156.00
Fire : \$39,540.00	Fire : \$0.00	Fire : \$330.00	Fire Fees: \$39,210.00
Plumbing: \$92,636.00	Plumbing: \$0.00	Plumbing: \$4,073.00	Plumbing Fees: \$88,563.00
Elevator: \$646.00	Elevator: \$0.00	Elevator: \$646.00	Elevator Fees: \$0.00
Mechanical: \$31,377.00	Mechanical: \$0.00	Mechanical: \$100.00	Mechanical Fees: \$31,277.00
		* Total Waived: \$45,044.00	Technical Fees: \$637,686.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$13,180.00	\$1,150.00	\$12,030.00
Alteration Training Fee:	\$32,838.00	\$7,454.00	\$25,384.00
DCA Minimum Fee:	\$229.00	\$6.00	\$223.00
Sub total Training Fee:	\$46,247.00	\$8,610.00	\$37,637.00

**TECHNICAL ISSUES**

Building Technical:	717
Electrical Technical:	1047
Fire Protection Technical:	238
Plumbing Technical:	514
Elevator Technical:	2
Mechanical Technical:	355

**CERTIFICATE ISSUES**

Certificate of Occupancy:	62
Certificate of Approval:	317
Certificate of Continued Occupancy:	2

Certificate of Occupancy Fee:	\$35,138.00
Waived Certificate Fees:	\$1,444.00
Sub Total Certificate Fees:	\$33,694.00
PERMIT FEES:	\$637,686.00
DCA FEES:	\$37,637.00
CERTIFICATE FEES:	\$33,694.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$709,017.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$151.00
OTHER FEES:	\$550.00
GRAND TOTAL FEES:	\$709,718.00

\* By State law (see N.J.S. 52:27D-126c): \$46,488.00

\* By Municipality (see N.J.S. 52:27D-126b): \$0.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 01/01/2019 To 12/31/2019

January 6, 2020 12:25:58PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$28,690.00	\$680,877.00	\$0.00	\$709,567.00
CCO FEES	Sub Totals:	\$151.00	\$0.00	\$0.00	\$151.00
DUMPSTER	Sub Totals:	\$30.00	\$50.00	\$0.00	\$80.00
LICENSE FEES	Sub Totals:	\$25.00	\$7,850.00	\$0.00	\$7,875.00
NSF FEE	Sub Totals:	\$20.00	\$40.00	\$0.00	\$60.00
BOUNCED CHECK	Sub Totals:	\$0.00	\$0.00	\$0.00	\$0.00
CHANGE OF USE	Sub Totals:	\$0.00	\$151.00	\$0.00	\$151.00
<b>GRAND TOTALS:</b>		\$28,916.00	\$688,968.00	\$0.00	\$717,884.00

Lic.#	License Fee	Registration	Pilot	Late	Pop.Ctrl	Misc. Receipt#	Check#	Cash	Check	Other	TOTAL
1368	3.80	1.00	0.20	5.00	0.00	0.00		10.00	0.00	0.00	10.00
1369	5.80	1.00	0.20	5.00	3.00	0.00		15.00	0.00	0.00	15.00
1370	3.80	1.00	0.20	5.00	0.00	0.00		10.00	0.00	0.00	10.00
1371	3.80	1.00	0.20	5.00	0.00	0.00		10.00	0.00	0.00	10.00
1372	3.80	1.00	0.20	5.00	0.00	0.00		10.00	0.00	0.00	10.00
1373	3.80	1.00	0.20	5.00	0.00	0.00		10.00	0.00	0.00	10.00
1374	5.80	1.00	0.20	5.00	3.00	0.00		15.00	0.00	0.00	15.00
1375	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
<b>8</b>	<b>30.60</b>	<b>7.00</b>	<b>1.40</b>	<b>35.00</b>	<b>6.00</b>	<b>0.00</b>		<b>80.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80.00</b>

- 1. Total Number of Licenses Issued : 8 No License # : 0
- 2. Total Number of Licenses At No Charge : 1
- 3. Total Number of Licenses with pilot Fee : 7
- 4. Total Number of Non-spayed/Nonnuetered Fee : 2 No Fee : 0
- 5. Total Number of Replacement Licenses : 1

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A. Total Licenses reported With Registration Fee	:	7.00
B. Total Amount Due for Pilot Clinic Fund	:	1.40
C. Total Amount Due for Pop. Control Fund	:	6.00
D. Total Amount Due to State	:	14.40

---

**PAYMENT SUMMARY**

CASH	80.00
CHECK	0.00
OTHER	0.00
<b>TOTAL</b>	<b>\$80.00</b>



## BUREAU OF FIRE SAFETY - TOWNSHIP OF LOWER

Lower Township Public Safety Building  
1389 Langley Road  
Cape May Airport  
Erma, NJ 08204  
Phone: (609) 889-0404  
Fax: (609) 889-8876

Mailing Address:  
407 Breakwater Road  
Erma, NJ 08204  
LTBFS@COMCAST.NET

For the month of DECEMBER 2019, the Lower Township  
Bureau of Fire Safety made deposits of \$12,533.00 in the  
Lower Township Tax office.

Sincerely,

**Donna Blackley**  
**Fire Official**

cc: file

**Board Members**  
**Lauren Read**  
**James Ridgway**





**2019 CASH RECEIPTS  
DECEMBER**

Township of Lower  
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
<b>Receipts</b>		
Preliminary Tax Year (2020)	225,331.69	1,156,857.25
Current year taxes (2019)	970,245.53	63,104,378.74
Prior year taxes (2018)		790,541.41
Prior year taxes (2017)		0.00
Previously exempt property		0.00
State Audit Pay Back		5,000.00
Municipal Lien	913.48	29,648.70
Recording	25.00	80.00
Bankruptcy		0.00
6% Penalty		3,430.10
Municipal Service Fees	22,470.00	92,653.49
Tax Search Fees	10.00	30.00
Interest	30,151.16	211,615.03
Lot clearing	5,285.00	12,260.00
Returned Check Fees*	160.00	860.00
Duplicate Bills	40.00	915.00
Trash	25,400.00	67,992.75
Tax Sale Costs		4,311.14
MUA		40,812.87
<b>TOTAL DEPOSITS</b>	<b>1,280,031.86</b>	<b>65,521,386.48</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>940,701.17</b>	<b>60,608,430.15</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>339,330.69</b>	<b>4,912,956.33</b>
<b>TOTAL DEPOSITS</b>	<b>1,280,031.86</b>	<b>65,521,386.48</b>
NSF Reversals *	4,488.49	76,372.01
WIPP NSF Reversals	4,776.53	43,226.95
NSF Fee Reversal (20.00)*		0.00
<b>TOTAL NSF</b>	<b>9,265.02</b>	<b>119,598.96</b>
<b>TOTAL</b>	<b>1,270,766.84</b>	<b>65,401,319.52</b>

Prepared by Kathy Brown

**2019 DECEMBER  
VITAL STATISTICS**

Marriages,Civil Unions	6
Domestic Partners	0
Certified Copies	180
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$150.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$18.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,800.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

**TOTAL** **\$1,968.00**