

**WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**  
**April 18, 2016 - 7:00 P.M.**

**Meeting called to order.**

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

Proclamation - Alcohol Awareness Month

**Work Session**

Lower Township Travel Basketball Team – Councilman Erik Simonsen

**Consent Agenda**

Approval of Minutes	April 4, 2016
Res. #2016-123	Payment of Vouchers \$ 525,900.83
Res. #2016-124	Acceptance of Bid for Concession Stand at the Township of Lower Swimming Pool 2016 & 2017 Seasons (Dawn Trainer \$1,600 annually)
Res. #2016-125	Recycling Tonnage Grant Resolution (authorizing application for 2015 Recycling Tonnage Grant)
Res. #2016-126	Recycling Tonnage Grant Certification of Taxes Paid (2015 \$32,776.71)
Res. #2016-127	A Resolution Approving a Professional Service Contract with Marcus Karavan, Esq. of Blaney Karavan as Tax Appeal Attorney (\$125.00 per hour not to exceed \$5,000)
Res. #2016-128	Approval of Holy Spirit Lutheran Church's Request to conduct a Church Bazaar (June 11, 2016)
Res. #2016-129	A Resolution Authorizing the Execution of a One (1) Year Contract Between the Township of Lower and Carfax for access to Online Accident/Crash Reports at No Cost to the Township
Res. #2016-130	Certification of Residential Biohazard Remediation Charges to the Tax Collector (907 Scott Ave. \$4,080.00)
Res. #2016-131	Approval for Pyrotecnico Fireworks, Inc to Load and Unload a Fireworks Barge in Lower Township (7/4/2016 Congress Hall)
Res. #2016-132	Renewal of 2016 Campground Licenses (Cape Island, Lake Laurie & Seashore)
Res. #2016-133	Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website
Res. #2016-134	Resolution Authorizing the Township of Lower to enter into a Management Agreement with the State of New Jersey Department of Environmental Protection Division of Fish and Wildlife (Land Exchange – portion of a lot behind public works in exchange for 3 acres at Freeman Douglass Memorial Park)
Res. #2016-135	Resolution Awarding a Professional Service Contract to Hatch Mott MacDonald for an Engineer Survey and Simple Subdivision of Township Property Located in Diamond Beach; Block 703, Lots 1.01,1-7,30-32,30.01,31.01 & 32.01 (\$5,875)

**Regular Agenda**

Ordinance #2016-04	Bond Ordinance Providing for Various 2016 Capital Improvements, By and In the Township of Lower, In the County of Cape May, State of New Jersey (The "Township"), Appropriating \$2,225,000 Therefor and Authorizing the Issuance of \$2,110,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof - This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.
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**Administrative Reports**

Monthly Reports – Clerk, Construction, Dog, Police, Tax Collector, Vital Statistics  
Personnel Action Report

**Council Comments**

**Call to the Public**

**Closed Session**

Res. #2016-136	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. <b>POSSIBLE LITIGATION</b>
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**Adjournment**

## COUNCIL MEETING MINUTES – April 4, 2016

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on April 4, 2016 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 Erik Simonsen  
Deputy Mayor Clark  
Mayor Michael Beck

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

### Proclamation – Mayor's Recognition Day for National Service

Mayor Beck read the proclamation designating April 5, 2016 as Mayor's Recognition Day for National Service. He applauded the number of senior citizens in the Township for their commitment to volunteerism and made special mention of Frances Guinan, 92 year old foster grandparent who spends hours each day reading to school children and volunteering for Head Start.

### Autism Awareness Month – Jacyn Piszczko

Mayor Beck commended Lisa Bryant, mother of Erin, Eric and Jacyn Piszczko, for an outstanding job raising her family. Ms. Bryant thanked Mayor Beck and Council for their continued support with Autism Awareness and for allowing them the opportunity to speak on behalf of Autism. She gave an update about Autism, talked about Jacyn's accomplishments and reminded that parents are their child's best advocates. She showed a trailer for the film "Normal People Scare Me Too", a documentary that highlights the realities of living with Autism. Jacyn Piszczko, 15, student at LCMR, addressed Council and talked about his experience with Autism and being included in the film. He also thanked Mayor and Council and the residents of Lower Township for their continued support for Autism Awareness.

Mayor Beck read the proclamation designating April as Autism Awareness Month in Lower Township.

### Work Session –

#### Consent Agenda

Approval of Minutes	March 21, 2016
Res. #2016-109	Payment of Vouchers \$1,101,894.74
Res. #2016-110	A Resolution Requesting Release of Performance Guarantee for Lighthouse Pointe Marina Condo Association of Cape May Inc; Block 806, Lot 4.01, Escrow #P09-05-06 (\$13,304.40)
Res. #2016-111	Authorization for Waiver of Fees for Calvary Chapel Cape May (Heating/Air Conditioning system)
Res. #2016-112	A Resolution Amending Resolution #2016-100; Authorizing the Purchase of Certain Real Property Located in the Township of Lower (4 Clearwater Dr) To Include Settlement Cost (\$1,570.57)
Res. #2016-113	Approval for Six (6) Concert Shows Series to be Held At Delaware River Bay Authority Ferry Terminal To Media Five LTD and Frank Kielb Entertainment (\$10,875)
Res. #2016-114	Authorizing Pay Out of Terminal Leave (R.Bailey \$58,907.62)
Res. #2016-115	Award of Professional Service Contract with Marsh & McLennan for Insurance Brokerage Services (\$20,000)
Res. #2016-116	Capital Budget Amendment
Res. #2016-117	Resolution Amending Resolution #2015-189; Approving A Professional Service Contract with Hatch Mott MacDonald for Proposed Lower/Middle Township Bike Path Improvements (\$12,318)
Res. #2016-118	Approval of Contract with Atlantic City Electric for Anchor (Poles) Relocations for Bike Path (\$20,000)

Ordinance #2016-04

Bond Ordinance Providing for Various 2016 Capital Improvements, By and In the Township of Lower, In the County of Cape May, State of New Jersey (The "Township"), Appropriating \$2,225,000 Therefor and Authorizing the Issuance of \$2,110,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof - This is the first reading of this Ordinance. The second reading and public hearing is scheduled for April 18<sup>th</sup>.

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

**Regular Agenda**

Ordinance #2016-03

Bond Ordinance Amending Bond Ordinance #2015-10 (Which Provides for Drainage and Storm Water Management Improvements and Associated Road Work to Roseann Avenue and Bayshore Estates) Heretofore Finally Adopted by the Township Council of the Township of Lower, In the County of Cape May, State of New Jersey, on October 19, 2015, to Amend the Description Set Forth therein to include the Acquisition of Real Property – This is the second reading and public hearing of this Ordinance. This Ordinance has posted, published and made available to the public.

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

**Administrative Reports**

Treasurer

**Council Comments**

Councilman Conrad welcomed spring, despite the cold weather. He also spoke kind words regarding Robert Bailey's retirement.

Councilman Perry alluded to recent issues with sand in the storm drains along Bay Drive and assured that Public Works is addressing them.

Councilman Simonsen acknowledged the passing of Township resident, Genevieve Robinson, 29, after her battle with cancer, and requested prayers for her family. He reported that LCMR schools raised over \$20,000 for St. Baldrick's Childhood Cancer Research and thanked all who participated in the head shaving event.

Deputy Mayor Clark thanked all Township taxpayers and vowed to make the best use of their money.

Councilman Conrad announced the upcoming Relay for Life event and information meeting for anyone interested in getting involved.

Mayor Beck announced the following: Little League Opening Day, Cop Stop Program, and Rabies Clinic.

**Call to Public**

Mary Litizio, 302 Pacific Avenue, addressed Council to report problems with animal control. She voiced disfavor with Shore Animal Control and stated her desire to bring Mr. Montgomery back. Mayor Beck advised Mrs. Litizio to give the information to Manger Ridgway for him to explore.

John Skowronski, 607 Arctic Avenue, suggested that Council drive along Beach Drive to observe the amount of sand on the street.

Ray Flickinger, 1700 Washington Boulevard, thanked the person responsible for posting the signs at Douglass Park. He also commented about the sand on the road along Beach Drive and believes the beach path improvement project may reduce the problem.

Kim Sorber, addressed Council to communicate her interest in establishing a community center for children with Autism and asked when she could present her ideas to Council. Mayor Beck advised her to put her request in writing to Manager Ridgway. Deputy Mayor Clark informed about his conversation with Ms. Sorber regarding the use of Fishing Creek School.

**Closed Session**

Res. #2016-119

Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Possible Conveyance of Real Property / Contract Negotiations / Lease of Real Property**

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

Council adjourned to Executive Session at approximately 7:38 p.m.

Council returned to Regular Session at approximately 8:08 p.m.

Res. #2016-120

A Resolution Authorizing the Sale of Certain Real Property Located in the Township of Lower to the County of Cape May (405 Breakwater Road – Public Safety Building)

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

Res. #2016-121

A Resolution Authorizing the Leasing of Certain Real Property Located in the Township of Lower from the County of Cape May (405 Breakwater Road – Public Safety Building)

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

Res. #2016-122

A Resolution Awarding the Lease of Public Land Located at the Intersection of Seaview and Rochester Avenues after the December 1, 2015 Open Public Auction (\$10,000 per yr to Achristavest )

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

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Simonsen. Motion to adjourn unanimous. Meeting adjourned at 8:06 p.m.

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Mayor

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

Approved:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>01171 VERIZON WIRELESS - TOWNHALL</b>								
	16-00910	04/04/16	CELL PHONE 03/24/16-4/23/16	Open	545.59	0.00		
	16-00913	04/04/16	IPHONE BILL 3/29/16-4/28/16	Open	<u>852.51</u>	0.00		
					1,398.10			
<b>01196 H A DEHART &amp; SON*</b>								
	16-00756	03/14/16	PARTS FOR VEHICLES/MARCH	Open	299.04	0.00		
<b>01200 DELTA DENTAL PLAN OF NJ</b>								
	16-00915	04/04/16	MARCH ADMIN	Open	1,156.00	0.00		
	16-00954	04/08/16	MARCH 2016 DENTAL	Open	<u>14,804.00</u>	0.00		
					15,960.00			
<b>01239 DIANA L DeNOTE</b>								
	16-00936	04/06/16	CONTRACTUAL REIMBURSEMENT-M	Open	140.01	0.00		
<b>01278 EDWARD DOUGHERTY</b>								
	16-01008	04/12/16	CONTRACTUAL REIMBURSEMENT-M	Open	12.00	0.00		
<b>01319 EDWARD EDWARDS</b>								
	15-01017	04/28/15	2015 EQUIP. ALLOWANCE	Open	10.00	0.00		B
	16-00576	03/02/16	2016 EQUIP. ALLOWANCE	Open	<u>150.00</u>	0.00		B
					160.00			
<b>01437 ERCO CEILINGS*</b>								
	16-00416	02/10/16	CORTEGA CIELING TILES ANNEX	Open	2,172.20	0.00		
<b>01450 ERMA DELI*</b>								
	16-00799	03/16/16	MEALS FOR CLEAN SHORE	Open	1,800.00	0.00		
<b>01490 ROBERT FESSLER</b>								
	16-01024	04/13/16	TRAINING MEALS	Open	29.06	0.00		
<b>01577 MIKE FLINN**</b>								
	16-00852	03/24/16	REIM FOR JUDO INSURANCE PAYMEN	Open	605.00	0.00		
<b>01590 FORD, SCOTT &amp; ASSOCIATES*</b>								
	16-00068	01/07/16	2016 AUDITOR RES 16-04 \$40k	Open	9,500.00	0.00		B
<b>01655 GANN LAW BOOKS*</b>								
	16-00781	03/15/16	COX BOOK	Open	125.00	0.00		
<b>01685 W W GRAINGER, INC.*</b>								
	16-00707	03/11/16	FILTERS	Open	486.00	0.00		
	16-00811	03/21/16	3V BATTERIES- 2 PACKS	Open	<u>33.84</u>	0.00		
					519.84			
<b>01730 GTBM INC.*</b>								
	16-00813	03/21/16	INFO COP RENEWAL 4/16-4/17	Open	5,531.25	0.00		
	16-00997	04/11/16	AUTO VEHICLE LOCATE 5/16-4/17	Open	<u>1,560.00</u>	0.00		
					7,091.25			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>01781 HATCH MOTT MACDONALD, LLC*</b>								
	15-01637	06/17/15	RES# 15-189 BIKE TRAIL ENGINR	Open	325.00	0.00		B
	15-01944	07/23/15	ENGINEERING SERVICES	Open	411.00	0.00		B
	15-02866	11/16/15	ENGINEERING FOR ROSEANN AVE	Open	56,760.00	0.00		B
	16-01003	04/11/16	PROFESSIONAL ENGINEERING	Open	967.25	0.00		
					<u>58,463.25</u>			
<b>01806 ANTHONY J HARVATT, II, ESQ</b>								
	16-00783	03/15/16	ZBA SOLICITOR SALARY	Open	625.00	0.00		
	16-01002	04/11/16	RESOLUTIONS	Open	150.00	0.00		
					<u>775.00</u>			
<b>01873 HOME DEPOT*</b>								
	16-00098	01/08/16	SUPPLIES/JAN	Open	296.54	0.00		
<b>01951 INNOVATIVE DATA SOLUTIONS*</b>								
	16-01023	04/13/16	DMS PAPERLESS SYS 12/16-12/17	Open	3,639.36	0.00		
<b>02025 HUNTER JERSEY PETERBILT*</b>								
	16-00751	03/14/16	PARTS FOR TRUCKS/MARCH	Open	2,925.13	0.00		
<b>02027 JESCO INC*</b>								
	16-00766	03/14/16	PARTS FOR BACKHOE/DPW	Open	600.96	0.00		
<b>02136 TED KINGSTON INC*</b>								
	16-00293	01/26/16	FEBRUARY 2016 MAINT. DPS	Open	542.09	0.00		
<b>02223 LANDSMAN UNIFORMS*</b>								
	16-00625	03/07/16	UNIFORMS	Open	355.55	0.00		
<b>02292 DONALD LOMBARDO</b>								
	16-00896	03/31/16	CONTRACTUAL REIMBURSEMENT-M	Open	1,653.63	0.00		
<b>02294 MARIE A. LOMONACO</b>								
	16-00442	02/16/16	CONTRACTUAL REIMBURSEMENT-M	Open	172.50	0.00		B
<b>02410 MAGLOCLEN*</b>								
	16-01016	04/13/16	ANNUAL RENEWAL 7/16-6/30/17	Open	400.00	0.00		
<b>02632 N J PLANNING OFFICIALS*</b>								
	16-00627	03/07/16	MLUL BOOK	Open	21.00	0.00		
<b>02715 MODERN HANDLING EQUIP CO*</b>								
	16-00984	04/08/16	ANNUAL GENERATOR MAINT.	Open	1,942.50	0.00		
<b>02777 RR DONNELLEY*</b>								
	16-00498	02/24/16	REGISTRAR SAFETY PAPER	Open	294.00	0.00		
<b>03008 NJ DEPT OF TREASURY/FEEES</b>								
	16-00653	03/10/16	AIR QUALITY PERMITTING/COMPOST	Open	2,619.00	0.00		
	16-00879	03/29/16	STORMWATER PERMIT FEES	Open	5,250.00	0.00		
					<u>7,869.00</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03109 TRU GREEN CHEMLAWN	16-00720	03/14/16	RES# 16-70 FERTILIZER/SLICE SE	Open	2,011.00	0.00		B
03172 OFFICE BUSINESS SYSTEMS INC*	16-00985	04/08/16	ANNUAL MAINT. DIGITAL RECORDER	Open	3,186.17	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	16-00864	03/28/16	TERRY RAGS	Open	249.00	0.00		
03305 PEDRONI FUEL*	16-01021	04/13/16	NO LEAD GAS/DPW	Open	195.79	0.00		
03321 PATRICK MARTIN, ESQ	16-00878	03/29/16	SUBSTITUTE PROSECUTOR 3-29-16	Open	400.00	0.00		
03387 POGUE INC. *	16-00836	03/22/16	SAFETY AND HEALTH /FOLLOW UP	Open	250.00	0.00		
03537 RUTGERS, THE STATE UNIVERSITY*	16-00871	03/28/16	INFO AND RECORDS MANAGEMENT	Open	592.00	0.00		
03573 SAFETY-KLEEN CORP*	16-00097	01/08/16	EQUIP/MAINTENANCE/JAN	Open	359.33	0.00		
03583 ROBERT SMITH JR	16-01011	04/13/16	TRAINING MEALS	Open	27.19	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	16-00740	03/14/16	TIRES/RDS/SANT/RECY/MARCH	Open	5,767.99	0.00		
03863 TREASURER, STATE OF NEW JERSEY	16-00988	04/08/16	STATE SURCHARGE JAN-MARCH LOWE	Open	10,049.00	0.00		
	16-00989	04/08/16	STATE SURCHARGE JAN-MARCH WCM	Open	548.00	0.00		
					10,597.00			
03904 LOWE'S HOME CENTER INC*	16-00646	03/09/16	SUPPLIES /DPW/MARCH	Open	312.66	0.00		
03917 STATE OF NJ DEPT OF CHILD/FAML	16-00987	04/08/16	JAN,FEB,MARCH 2016 MAR/CU FEE	Open	600.00	0.00		
03960 VECTOR SECURITY*	16-00917	04/04/16	CHANGED OUT LOCK/BOCA BUILDING	Open	83.86	0.00		
03971 VERIZON WIRELESS MDT POLICE	16-00918	04/05/16	MDT WIRELESS	Open	691.43	0.00		
03985 VILLAS NAPA AUTO PARTS	16-00736	03/14/16	RDS/SANT/RECY/MARCH	Open	3,305.05	0.00		
04083 JIM WOLFORD	16-00955	04/08/16	SOCCER REIMBURSEMENT	Open	15.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04097 CINTAS FIRST AID AND SAFETY*	16-01015	04/13/16	FIRST AID SUPPLIES/DPW	Open	79.34	0.00		
04176 CHRISTOPHER J WINTER SR*CALEA	16-00400	02/09/16	ACCRED. CONSULTANT- MARCH	Open	450.00	0.00		
04216 PRIVATE ISLAND EMBROIDERY*	16-00790	03/15/16	UNIFORMS	Open	49.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	16-00935	04/05/16	DOG LICENSE FEES MARCH 2016	Open	265.20	0.00		
04288 NUANCE COMMUNICATIONS INC*	16-00798	03/16/16	MAINT.CONTRACT 1/1/16-12/21/16	Open	4,221.90	0.00		
04300 W B MASON CO INC*	15-02864	11/16/15	OFFICE SUPPLIES	Open	111.44	0.00		
	16-00326	02/02/16	SUPPLIES	Open	41.92	0.00		
	16-00769	03/14/16	SUPPLIES	Open	773.89	0.00		
					927.25			
4104 DOUGLASS LANDSCAPING LLC*	16-00721	03/14/16	RES# 16-71 LANDSCAPING SERVICE	Open	4,748.50	0.00		B
6021 TASER INTERNATIONAL, INC. *	16-00626	03/07/16	TASER BATTERIES	Open	375.13	0.00		
6061 AMERIHEALTH ADMINISTRATORS	16-00919	04/05/16	3/31/2016 HEALTH	Open	52,489.90	0.00		
	16-01006	04/11/16	4/11/2016 HEALTH	Open	33,723.37	0.00		
					86,213.27			
6071 UNITED UNIFORMS LIMITED LIAB*	16-00780	03/15/16	UNIFORMS	Open	390.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *	16-01019	04/13/16	VET SERVICES 3/17/16	Open	225.00	0.00		
7119 ENGINEERING DESIGN ASSOC*	15-01760	07/06/15	2014-323 COASTAL RESIL GRANT	Open	11,905.00	0.00		B
7142 LINDSAY BECHTLER	16-00895	03/31/16	ZUMBA INSTRUCTOR MARCH 2016	Open	85.00	0.00		
7183 BEYER FLEET, LLC*	15-03145	12/21/15	2016 FORD EXPLORER 4 WD	Open	26,033.00	0.00		
7199 STAPLES CREDIT PLAN-INSTORE PU	16-00437	02/16/16	OFFICE SUPPLIES	Open	51.56	0.00		
	16-00514	02/25/16	EXTERNAL HARD DRIVE	Open	44.99	0.00		
	16-00525	02/26/16	OFFICE SUPPLIES	Open	390.87	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7199 STAPLES CREDIT PLAN-INSTORE PU Continued	16-00610	03/04/16	OFFICE SUPPLIES	Open	306.32	0.00		
					793.74			
7302 GUARDIAN TRACKING LLC*	16-00995	04/11/16	EMPLOYEE TRACKING SYSTEM	Open	2,254.00	0.00		
7407 HAROLD PEARL	16-00946	04/06/16	RES#16-110 RELEASE PERFORMANCE	Open	10,647.60	0.00		
7457 SERVPRO OF CAPE MAY COUNTY*	16-00860	03/24/16	BIO HAZARD CLEAN UP	Open	3,580.10	0.00		
7475 SUZANNE M SCHEID	16-00916	04/04/16	CONTRACTUAL REIMBURSEMENT-M	Open	18.00	0.00		
	16-01007	04/11/16	CONTRACTUAL REIMBURSEMENT-D	Open	1,024.25	0.00		
					1,042.25			
7478 WINDSTREAM COMMUNICATION INC*	16-00912	04/04/16	PHONE SERVICE- MILLMAN/PW/TOWN	Open	793.87	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	16-00060	01/07/16	2016-01 LITIGATION DNE 97k	Open	6,133.45	0.00		
7508 BLANEY & KARAVAN PC*	16-00061	01/07/16	2016-32 LABOR ATTORNEY \$25 DNE	Open	3,587.50	0.00		B
7520 BLACKOUT TINTING*	16-00364	02/05/16	WINDOW TINTING	Open	60.00	0.00		
	16-00431	02/16/16	WINDOW TINTING	Open	240.00	0.00		
					300.00			
7532 HEATHER MCNULTY*	16-00908	04/04/16	HIFITNESS ACADEMY MARCH 2016	Open	570.00	0.00		
7537 RICHARD D'AMICO	16-00561	03/02/16	REIMBURSEMENT-SPRING SOCCER	Open	15.00	0.00		
7555 LORCO PETROLEUM SERVICES*	16-00882	03/29/16	USED OIL REMOVAL/DPW	Open	147.00	0.00		
BOSNA KAREN MANETTE BOSNA	16-00894	03/31/16	YOGA PAYMENT MARCH 2016	Open	230.00	0.00		
G=MUA LTMUA	16-01005	04/11/16	MUA CHARGES COLLECTED TAX SALE	Open	169,044.51	0.00		
SEAGE SEAGEAR MARINE SUPPLY*	16-00755	03/14/16	SUPPLIES FOR RDS/DPW/APRIL	Open	1,011.54	0.00		
SIXSM LLOYD SIXSMITH*	16-00657	03/10/16	COUNCIL/MANAGER JACKETS	Open	312.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>SIXSM LLOYD SIXSMITH*</b> Continued								
	16-00877	03/29/16	FIELD SHIRT/JACKET	Open	78.90	0.00		
					390.90			
<b>TILL TILL PAINT CO CORP*</b>								
	16-00723	03/14/16	PAINT FOR LINING OF FIELDS	Open	1,465.00	0.00		
Total Purchase Orders:		116	Total P.O. Line Items:		0	Total List Amount:		524,676.47
							Total Void Amount:	0.00

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

**RESOLUTION #2016- 123**

**TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
MARGARET CROMPTON	16-00909	CONTRACTUAL REIM	57109	\$1,224.36
<b>Total Manual Checks</b>				<b>\$ 1,224.36</b>
<b>Total Computer</b>				<b>\$ 524,676.47</b>

**Total Bill List \$ 525,900.83**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-124

Title: ACCEPTANCE OF BID FOR CONCESSION STAND AT THE TOWNSHIP OF LOWER SWIMMING POOL 2016 & 2017 SEASONS

WHEREAS, the Notice to Bidders for the 2016 and 2017 year for the Concession for the Township of Lower Swimming Pool, was advertised on March 23, 2016 and accepted on April 5, 2016 at 11:00 a.m. prevailing time; and

WHEREAS, One (1) sealed bid was submitted and reviewed by the QPA and Superintendent of Parks and Recreation; and

WHEREAS, Dawn Trainer, the qualified bidder complied with the specifications and supplied all required bid documents and included a bid of \$1600.00 with a certified check for the 2016 Summer Season.

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 of Lower Pool Concession is awarded to Dawn Trainer for the sum of \$1600.00 annually for the 2016 and 2017 calendar year.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-125

**TITLE: RECYCLING TONNAGE GRANT RESOLUTION**

**WHEREAS**, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

**WHEREAS**, A resolution authorizing Lower Township to apply for the **2015 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

**WHEREAS**, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**NOW ,THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower that the Township of Lower hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Linda Thomas, CRP, to ensure that the application is properly filed.

**BE IT FURTHER RESOLVED** that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-126

Title: RECYCLING TONNAGE GRANT CERTIFICATION OF TAXES PAID

WHEREAS, the Recycling Enhancement Act, P.L. 2007, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, there is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility.

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant moneys received by the municipality shall be expended only for its recycling program.

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 hereby certifies a submission of expenditure for taxes paid pursuant to P.L. 2007, chapter 311, in 2015 in the amount of \$32,776.71. Documentation supporting this submission is available at the Municipal Hall located at 2600 Bayshore Road, Villas, NJ 08251 and shall be maintained for no less than five years from this date.

REA Tax certified by: Lauren Read, CFO, Township of Lower  
Date: 04/08/2016

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-127

**TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH MARCUS KARAVAN, ESQ. OF BLANEY KARAVAN AS TAX APPEAL ATTORNEY**

WHEREAS, the Township of Lower is given authority by 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, Marcus Karavan, Esq. has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of \$125.00 per hour; and

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

Account: 6-01-210-155-289 – Tax Appeals

Signature   
Lauren Read, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Marcus Karavan of Blaney Karavan as Counsel for Lower Township Tax Appeals at a fee of \$125.00 per hour with a not to exceed amount of \$5,000.

**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	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

# BLANEY KARAVAN

Attorneys at Law - Blaney & Karavan, P.C.

William G. Blaney, Esquire\*  
bill@blaneykaravan.com

Marcus H. Karavan, Esquire\*\*\*  
marcus@blaneykaravan.com

Kyle D. Weinberg, Esquire  
kyle@blaneykaravan.com

John R. Dominy, Esquire\*\*  
john@blaneykaravan.com

Frank Guaracini, III, Esquire♦  
frank@blaneykaravan.com

♦ Of Counsel

\*Also Member of the Pennsylvania Bar

\*\*\* Also a member of the New York Bar

April 8, 2016

## PROPOSAL OF BLANEY & KARAVAN, P.C. FOR SPECIAL TAX APPEAL COUNSEL TOWNSHIP OF LOWER

### **A. Qualifications and Experience of person or entity specifically with regard to the position sought.**

Please see the attached resumes of Marcus H. Karavan, Esquire (50% shareholder) and William G. Blaney, Esquire (50% shareholder). Also attached are the resumes of John R. Dominy, Esquire, Frank Guaracini, III, Esquire and Kyle Weinberg, Esquire.

Mr. Karavan will be the officer/partner who will be primarily responsible for services rendered. Any and all attorneys listed herein may be engaged to perform various assignments.

Our firm has extensive experience in Municipal Government.

Our Municipal experience is as follows:

Mr. Karavan has served in the following capacities:

1. Township of Middle, Municipal Solicitor, 2012-2015;
2. Township of Middle, Cable Advisory Board Solicitor, 2012-2015;
3. City of Wildwood, Municipal Solicitor, 1994-2010; 2011-2013;
4. UEZ Commissioner/Solicitor 2002-2009; 2010-2012;
5. ABC Solicitor City of Wildwood 1994-2010; 2011-2013;
6. City of Wildwood Historic Preservation Commission Solicitor, 1998-2001;
7. Borough of West Cape May Municipal Solicitor 1998-2001; and

3311 New Jersey Avenue  
PO Box 1310  
Wildwood, NJ 08260

Ph. 609-729-1700  
Fx. 609-729-5372

BlaneyKaravan.com

8. **City of North Wildwood-Special Counsel to Mayor Marcus H. Karavan, Esquire 1993-1994;**
9. **Hearing Officer- City of North Wildwood and City of Sea Isle 2014-present.**
10. **Hearing Officer, Borough of Stone Harbor 2015**
11. **Borough of Stone Harbor Municipal Solicitor 2016**
12. **Special Tax Counsel, Township of Lower 2015.**
13. **Cape May County Bridge Commission Solicitor 2015- Present**

Mr. Blaney has represented the following Public Entities as Labor Counsel:

1. **City of Atlantic City**
2. **Cumberland County**
3. **Cape May Point**
4. **Cape May County**
5. **Cape May County Board of Social Services**
6. **Galloway Township**
7. **City of Wildwood**
8. **Borough of Wildwood Crest**
9. **Borough of West Wildwood**
10. **Township of Lower**
11. **Township of Dennis**
12. **Borough of Stone Harbor**
13. **Borough of Avalon**
14. **Woodbine Port Authority**
15. **City of Millville**
16. **City of Bridgeton**
17. **City of North Wildwood**
18. **City of Ocean City**
19. **Borough of Cape May Point**
20. **Woodbine MUA**
21. **Township of Upper**
22. **Egg Harbor City**
23. **Mullica Township**

During our time as Solicitor in the various municipalities, over approximately twenty (22) years, we are and have been responsible for all aspects of municipal government as related to legal issues. We are and have been responsible for the preparation of ordinances and resolutions, for negotiating contracts for the sale of public property, negotiating and preparing collective bargaining contracts. We are and have further been responsible for all litigation, including, but not limited to those in State Courts, Federal Courts, Tax Courts, and Administrative Proceedings, inclusive of Employment proceedings, COAH proceedings, etc.. We are and have served as municipal Alcohol Beverage Commission attorneys, Urban Enterprise Zone attorneys, Historic Preservation Commission attorneys, and co-counseled Redevelopment

Zone matters. This is in addition to serving as attorneys on other municipal boards. We have handled numerous County and State tax Appeals, including complex matters involving large commercial enterprises and commercial amusement Piers.

We have also served as Labor Counsel to the Public entities listed above handling complex labor disputes, labor negotiations and collective bargaining agreements.

We have served as Public Entity Defense Litigation Attorney.

**1. New Jersey Highway Authority (NJHA) 1997-2004.**

During our tenure as Defense Attorneys for the NJHA we were selected and assigned to defend complex negligence cases and Federal Civil Rights Claims filed against the New Jersey Highway Authority, State of New Jersey and New Jersey State Police.

The following are notable decisions of Marcus H. Karavan, Esquire:

1. **Borough of Wildwood Crest v. Cecile O. Smith and Monterey Motel, Inc., et al., 113 N.J.Super. 657, 552 A.2d 178 (1988).** Represented private landowners in landmark decision establishing the standard for interest payments during a governmental taking.
2. **Nickels, et al., v. City of Wildwood and Mariners Landing, Inc., 140 N.J. 261, 658 A.2d 291 (1995).** Represented private landowners in New Jersey Supreme Court decision holding that zoning ordinances authorizing the expansion of existing amusement piers, a non-conforming use, without declaring them to be a permitted use is invalid.

The following are notable references of success of William G. Blaney, Esquire:

1. Township of Galloway and PBA Local 77,40 NJPER91 (2013)-Restraint of Arbitration.
2. I/M/O Adrianna Perez, County of Cape May, Department of Crest Haven, 2013 WL5303938 (2013) Rejection at end of working test period upheld.
3. Heather Boehm v Cumberland County, 2013 WL6360667 (2013) Termination upheld.
4. Christopher Chin v. Cape May County Sheriff's Office, 2013 WL3635609 (2013); Termination upheld.
5. I/M/O City of Wildwood Layoffs 2011; 2012 WL4712991 (2012); Layoff decision upheld.
6. In re Dunn; 2015 WL 6829725; Promotional List bypass upheld by Appellate Division.

**B. Scope of Services proposed to be provided.**

1. Attorney promises and agrees to perform duties and services of Special tax Attorney for the Township for an hourly billing rate of \$125.00 per hour payable in monthly installments on or before the 15<sup>th</sup> of each month, Attorney will perform the following functions on an on-call and as needed basis:
  - (a) To, in conjunction with the Township Tax Assessor and experts retained by the Township, defend such Lower Township Tax appeals as are filed before the County Tax Board and the State Tax Court for year 2016 (inclusive of filing responsive pleadings, discovery, discovery responses, etc.);
  - (b) To receive, review and respond to, in consultation with the Township, on matters regarding said appeals, all correspondence pertaining to the same and all to respond to all inquiries questions from the Township Assessor;

**C. Contact Information, including name, address, phone number, email address**

Marcus H. Karavan, Esquire

William G. Blaney, Esquire

Blaney & Karavan, P.C.  
3311 New Jersey Avenue  
P.O. Box 1310  
Wildwood, NJ 08260  
(609) 729-1700  
(609) 729-5372 fax  
[marcus@blaneykaravan.com](mailto:marcus@blaneykaravan.com)

Blaney & Karavan, P.C.  
2123 Dune Drive, Suite 11  
Avalon, NJ 08202  
(609) 435-5368  
(609) 435-5473 fax

email

[bill@blaneykaravan.com](mailto:bill@blaneykaravan.com)

**D. Fee Proposal**

D1. The above work for the Special Tax Counsel shall be performed for the amount of \$125.00 per hour.

D2. Tax Appeals: As required by law, Attorney shall be designated as the Attorney for the Tax Assessor in any tax appeal matters and shall be compensated as for litigation. Attorney shall represent the Township with regard to 2016 County Tax appeals also.

**E. Office Staffing Plan and Resources**

Attorneys:  
William G. Blaney, Esquire  
Marcus H. Karavan, Esquire

John Dominy, Esquire  
Frank Guarancini, III, Esquire  
Kyle Weinberg, Esquire

Office Staff: One full time and three part time office staff

**Locations of Offices from which services shall be provided:**

Blaney & Karavan, P.C.  
3311 New Jersey Avenue  
P.O. Box 1310  
Wildwood, NJ 08260  
(609) 729-1700  
(609) 729-5372 fax

Blaney & Karavan, P.C.  
2123 Dune Drive  
Suite 11  
Avalon, NJ 08202  
(609) 435 5368  
(609) 435 5473 (fax)

**F. Firm References**

1. Honorable John F. Callinan, J.S.C. (Ret.)
2. Bruce Gelsinger (Private Client)  
President Hall Harbor Condominium  
Association, Inc., Stone Harbor, NJ
3. Ken Mecouch  
Cumberland County Administration  
164 West Broad Street  
Bridgeton, NJ 08302  
(856)453-2138 4
4. Arch Liston, City Administrator  
Atlantic City  
1301 Bacharach Boulevard  
Atlantic City, NJ 0840  
(609) 347-5245
5. Township Manager  
Galloway Township  
300 East Jimmie Leeds Road  
Galloway, NJ 08205  
(609) 652-3700

6. Scott Wahl, Administrator  
Borough of Avalon  
3100 Dune Drive  
Avalon, NJ 08202  
(609) 967-4148

7. Connie Mahon, Township Administrator  
Township of Middle  
33 Mechanic Street  
Middle Township, NJ 08210  
(609) 465-8724

Reference Contact Information available upon request.

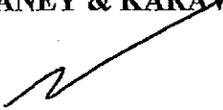
**G. Potential Conflicts**

None of which we are aware. It is contemplated that if conflicts arise, conflict counsel will be appointed by the Governing Body.

**H. Additional Information.**

Information relative to licensing, attorneys, office staffing, fee schedules are included in the above listed narratives. Additionally, please find attached the resumes of William G. Blaney, Esquire, Marcus H. Karavan, Esquire, John R. Dominy, Esquire, Frank Guarancini, III, Esquire, Kyle Weinberg, Esquire and a current State of New Jersey, Business Registration Certificate and Certificate of Employee Information report.

Respectfully submitted,  
**BLANEY & KARAVAN, P.C.**



Marcus H. Karavan, Esq.

Enc.

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

RESOLUTION #2016-128

**TITLE: APPROVAL OF HOLY SPIRIT LUTHERAN CHURCH'S REQUEST TO CONDUCT A CHURCH BAZAAR**

**WHEREAS**, Section 359-13 of the Code of Lower Township prohibits outdoor flea markets within the confines of Lower Township except as provided for in Section 359.13b; and

**WHEREAS**, Section 359-13 of the General Ordinances of the Township of Lower permits non-profit, charitable, civic and religious organizations to conduct four (4) outdoor flea markets per year within the confines of the Township if approved by the Township Council; and

**WHEREAS**, the Township Council has reviewed the request of Holy Spirit Lutheran Church, 1220 Bayshore Road to conduct a Church Bazaar on June 11, 2016 on their property; and

**WHEREAS**, the Council has determined the applicant meets the ordinance requirements of a non-profit, charitable, civic and/or religious organization.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, that approval is hereby granted.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

4/5/2016

I (FRAN GREEN) am applying  
for a permit for our annual  
church bazaar on 6/11/16, 9AM-2PM.

We are a religious non-profit  
organization, HOLY SPIRIT LUTHERAN  
CHURCH, 1220 BAYSHORE RD, and ask  
that the permit fee be waived.

Thank you,

Please advise,

FRAN GREEN

HOLY SPIRIT

1220 BAYSHORE RD

VILLAS, NJ 08251

**MISSION INVESTMENT FUND OF THE ELCA**

8765 W. Higgins Road, Chicago, IL 60631

Call for current rates! (877) 886-3522 [mif@elca.org](mailto:mif@elca.org) [www.missioninvestmentfund.org](http://www.missioninvestmentfund.org)

PLEASE PRINT ALL INFORMATION AND RETURN WITH A FIVE DOLLAR CHECK OR MONEY ORDER (PER PERMIT) PAYABLE TO LOWER TOWNSHIP ALONG WITH A SELF-ADDRESSED STAMPED ENVELOPE. IF YOU HAVE ANY QUESTIONS, CALL 886-2005, ext 100.

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

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LOWER TOWNSHIP  
YARD SALE MAIL-IN APPLICATION

APPLICANT FRAN GREEN / HOLY SPIRIT LUTHERAN CHURCH  
HOME ADDRESS HOLY SPIRIT LUTHERAN CHURCH  
YARD SALE LOCATION 1220 BAYSHORE RD VILLAS NJ 08251  
OWNER OF PROPERTY WHERE YARD SALE IS TO BE HELD

YARD SALE DATE(S) 6/11/16 (2 consecutive days max.)

*no* RAIN DATE(S) ~~6/18/16~~ X

**PRIOR PERMITS THIS YEAR** 0

**NO SIGNS EXCEPT ON APPLICANT'S PROPERTY  
NO MORE THAN THREE (3) YARD SALE PERMITS WILL BE  
ISSUED TO ANY ONE LOCATION OR PERSON.**

3/14/16  
Date

*Fran Green*  
Signature of Applicant

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

RESOLUTION # 2016-129

**TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF A ONE (1) YEAR CONTRACT BETWEEN THE TOWNSHIP OF LOWER AND CARFAX FOR ACCESS TO ONLINE ACCIDENT/CRASH REPORTS AT NO COST TO THE TOWNSHIP OF LOWER**

**WHEREAS**, the Chief of Police of the Township of Lower is requesting authorization to award a one (1) year contract to CARFAX to provide on-line accident/crash reports prepared by the Lower Township Police Department; and

**WHEREAS**, there is no cost to the Township of Lower to provide this service; and

**WHEREAS**, the end users choosing this method to obtain reports would pay a convenience fee of \$5.00, and this fee is returned to the Township of Lower; and

**WHEREAS**, although the value of this contract will not exceed \$17,500, the Township of Lower has elected to award this contract without utilizing the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.; and

**WHEREAS**, it is desire of this Township Council to act upon the recommendation of the Chief of Police.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Township Manager James Ridgway is hereby authorized to enter into a one year contract for on-line accident/crash reports prepared by the Lower Township Police Department to Carfax.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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



## ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): \_\_\_\_\_

Agency ORI Number: \_\_\_\_\_

Name of Chief of Police or Sheriff: \_\_\_\_\_ Number of Sworn Officers: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Estimated number of motor vehicle accident reports per year: \_\_\_\_\_

Enrollment in the CARFAX Police Crash Assistance Program ("Program") allows Agency personnel access to the CARFAX Vehicle History Service ("VHS"), the CARFAX Investigative Data Sharing Program ("Data Sharing Program"), the CARFAX E-Commerce Program ("E-Commerce"), and such other programs that CARFAX may offer participants of the Program from time-to-time during the Term, in exchange for motor vehicle accident reports data created or collected by Agency.

Agency does **not** wish to access (please check all that are applicable):

- Investigative Tools
- Data Sharing Program
- E-Commerce

### Additional Information required for E-Commerce

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific, interested parties (as defined by such law or regulation)?  Yes  No

If "yes," CARFAX will work with Agency to address such requirements.

Amount to be reimbursed to Agency for each accident report sold through E-Commerce (collectively, "Reimbursed Fee"):

Required by Law: \$ \_\_\_\_\_

Convenience Fee Charged by Agency: \$ \_\_\_\_\_

By signing below, I represent that I am duly authorized to execute this Application on behalf of Agency and bind Agency to the CARFAX Police Crash Assistance Program Terms and Conditions:

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

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

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

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

**Send completed form to: Matthew Simpson | EMAIL: [matthewsimpson@carfax.com](mailto:matthewsimpson@carfax.com) | FAX: 800-516-1929**

**CARFAX® Police Crash Assistance Program Terms and Conditions**

These CARFAX® Police Crash Assistance Program Terms and Conditions ("Terms and Conditions"), any enrollment form signed by the Agency ("Enrollment Form"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and the Agency and govern Agency's participation in the Program. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as the Agency participates in the Program. Termination of Agency's subscription to any CARFAX service pursuant to the Program does not terminate any other CARFAX services to which Agency may have subscribed.

1. **Provision of Data.** Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that in order to participate in E-Commerce, Accident Data must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to use any and all non-personal information from the Accident Data in connection with the VHS and any products and services offered by CARFAX, and include such information in the VHS database. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database ("Crash Report Database") for use in connection for E-Commerce, and, to the extent Agency participates in the Data Sharing Program, to share such information with other law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data within one (1) business day after such request. Agency understands that, in the event of any termination of Agency's participation in the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. **Term and Termination.** Agency agrees that its participation in the Program will be effective from the date on which Agency provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the VHS and/or Crash Report Database and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to withdraw from its participation in E-Commerce and/or the Data Sharing Program, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. CARFAX may terminate this Agreement immediately if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive the termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, 5, 6, 7, 9, 10 and 11.

3. **License; Ownership.** Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the (a) VHS to access the Investigative Tools (as defined below) and (b) Crash Report Database to access Shared Reports (as defined below). The license to use the VHS and the Crash Report Database is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the VHS, the Investigative Tools, the Crash Report Database and Shared Reports and all intellectual property relating thereto are and will remain the property of CARFAX.

4. **Agency Account.** Upon Agency's enrollment in the Program, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access (a) the VHS to obtain Investigative Tools and (b) the Crash Report Database to obtain the Shared Reports. Agency will ensure that only authorized representatives of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized representative of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. **Security.** Agency acknowledges that the Crash Report Database may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or accident report to those employees who have a need to know as part of their official duties; (b) ensuring that the Agency Account and accident reports are accessed for a Permitted Use only, and accident report information is not shared with any third party except as permitted by law and pursuant to the Agreement; (c) maintaining and complying with a data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is

designed to meet federal guidelines establishing standards for safeguarding PII, including, at a minimum, maintenance of an information security program that is designed to (i) ensure the security and confidentiality of the accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on accident reports; and (iii) protect against unauthorized access to or use of the data contained in accident reports. In the event of any actual or reasonably suspected breach of accident reports data, Agency will promptly notify CARFAX of such actual or suspected breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such a breach of security and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with a breach of Agency's security, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of the breach or potential breach of security, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required in CARFAX's reasonable discretion. Agency agrees that such notification shall not reference CARFAX or the Crash Report Database, nor shall CARFAX be otherwise identified or referenced in connection with the breach of security, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from a breach of security, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with the breach of security, and to the extent that any claims are brought against CARFAX, Agency shall indemnify CARFAX from such claims. Agency shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

**6. Access to the VHS: Restrictions on Access and Use.** In consideration of Agency's authorization to include non-personal information contained in the Accident Data in the VHS, CARFAX will provide to Agency a free subscription to the VHS to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert® and such other investigative tools that CARFAX may offer from time to time (collectively, "Investigative Tools"). Agency shall not: (i) sell the Investigative Tools or information derived from the Investigative Tools, (ii) permit the use of the VHS or the Investigative Tools by any third party, (iii) use or permit the use of the VHS or Investigative Tools in the operation of a service bureau, (iv) use the VHS or the Investigative Tools for purposes other than the Permitted Use, including without limitation for personal or unlawful purposes, or (v) upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the Crash Report Database or the VHS or otherwise interferes with the functioning of the Crash Report Database as intended by CARFAX. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tools or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the VHS, the Investigative Tools, the Crash Report Database or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers). CARFAX reserves the right, in its sole discretion, to discontinue, modify or terminate any aspect of the Investigative Tools at any time.

**7. Access to and Use of Data Sharing Program.** CARFAX will provide Agency with access to the Crash Report Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by current Data Sharing Program participants (collectively, the "Shared Reports") and any information contained in the foregoing for the Permitted Use only. Agency shall not, and shall not permit others, to directly or indirectly: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Shared Reports or any information derived from the Shared Reports to any third party (except to the extent such Shared Report becomes part of Agency's criminal investigation record, subject to the state's open records laws), or (ii) search the Crash Report Database or use any of the Shared Reports or any information contained in the foregoing on behalf of any third party or for purposes other than criminal investigative purposes (including personal or unlawful purposes). THE CRASH REPORT DATABASE, THE SHARED REPORTS AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." Agency agrees that CARFAX's liability for damages relating to or resulting from Agency's participation in the Data Sharing Program, regardless of the form of action, shall not exceed the amount paid by the Agency for participation in the Data Sharing Program, if any. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's participation in the Data Sharing Program. Agency may terminate its participation in the Data Sharing Program upon thirty (30) days prior written notice to CARFAX. CARFAX reserves the right, in its sole discretion, to modify or terminate the Data Sharing Program at any time.

**8. CARFAX E-Commerce Program.** The Agency authorizes CARFAX to offer to sell and sell accident reports online (currently available at [www.crashdocs.org](http://www.crashdocs.org)) ("Crashdocs") to the extent permitted by applicable law. Agency agrees to: (i) include on its web site(s) and social media site(s) one or more hyperlinks to Crashdocs unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to Crashdocs, (iii) direct all calls that Agency receives relating to CARFAX or Crashdocs to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to the Agency's

participation in the Program, unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the Reimbursed Fee for each accident report sold to Crashdocs' corporate subscribers and/or referrals made by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from the Agency. Within thirty (30) days after the end of each calendar month, CARFAX will provide the Agency a payment equal to the number of accident reports purchased by Crashdocs' corporate subscribers and/or referrals directed to Crashdocs by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee.

9. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the VHS, the Crash Report Database, the Investigative Tools and Shared Reports and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the VHS, the Crash Report Database, the Shared Reports, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the VHS, the Crash Report Database, the Shared Reports or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the VHS, the Crash Report Database, the Shared Reports or the Investigative Tools. Agency acknowledges that the VHS, the Crash Report Database, the Shared Reports, and the Investigative Tools do not provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the VHS, the Crash Report Database, the Shared Reports and the Investigative Tools. CARFAX MAKES AND THE AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE VHS, THE CRASH REPORT DATABASE, SHARED REPORTS, OR THE INVESTIGATIVE TOOLS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE VHS THE CRASH REPORT DATABASE, SHARED REPORTS OR THE INVESTIGATIVE TOOLS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE VHS, THE CRASH REPORT DATABASE, SHARED REPORTS OR INVESTIGATIVE TOOLS.

10. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by the Agency for the Investigative Tool or Shared Report in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, the Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's use of the VHS, the Crash Report Database, a Shared Report, or the Investigative Tools for any purpose other than the Permitted Use or in a manner otherwise prohibited by this Agreement.

11. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

12. Entire Agreement; Modification; Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into the Agreement. Agency's continued use of the VHS or participation in the Data Sharing Program, as applicable, will be deemed acceptance thereof. The Agency shall not assign this Agreement without the prior written consent of CARFAX.

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

**RESOLUTION #2016-130**

**TITLE: CERTIFICATION OF RESIDENTIAL BIOHAZARD REMEDIATION CHARGES TO THE TAX COLLECTOR**

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

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

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

Block	Lot	Name (As Assessed)	Property Location	Amount	Admin Fee	Lien Amount
602	6	CARDIA, BERNARD A	907 Scott Avenue	3,580.00	500.00	4,080.00
			TOTAL	3,580.00	500.00	\$ 4,080.00

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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



Bill To:	Service Location:	Date	Invoice No.
The Township of Lower 2600 Bayshore Road Villas, NJ 08251	The Township of Lower 2600 Bayshore Road Villas, NJ 08251	3/30/2016	5052302
		 <b>ServPro of Cape May &amp; Cumberland Counties</b> 2684 N. Route 9 Ocean View, NJ 08230 Phone # 609-624-0202 Fax # 609-624-9291 <i>Independently Owned and Operated</i>	

		Services
Residential biohazard remediation:	1,770.30	1,770.30
Sub debris hauling Residential	393.00	393.00
* Service Address: 907 Scott Avenue North Cape May, NJ 08251		

The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.

<b>TOTAL</b>	<b>\$2,163.30</b>
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I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

**TERMS OF PAYMENT:** Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.

(X) \_\_\_\_\_  
Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work.

(X) \_\_\_\_\_  
Customer Signature  No One Home



## DCT II T/A Servpro of Cape May County

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2684 North Route 9  
Ocean View, NJ 08230  
P: (609) 624-0202 F: (609) 624-9291  
Franchise# 9011  
Tax ID# 272193916 HIC: 13VH05808500  
Email: sp9011@servpro9011.com

Client: Township of Lower  
Property: 907 Scott Avenue  
North Cape May, NJ 08204  
Billing: 2600 Bayshore Road  
Villas, NJ 08251

Business: (609) 886-2624

Operator: ASTEPHEN

Estimator: Angela Stephens  
Company: Servpro of Cape May and Cumberland Counties

Business: (609) 624-0202  
E-mail: astephens@servpro9011.com

Type of Estimate: Other  
Date Entered: 3/28/2016 Date Assigned: 3/24/2016  
Date Est. Completed: 3/28/2016 Date Job Completed: 3/24/2016

Price List: NJAC8X\_MAR16  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: LOWER\_TOWNSHIP\_BIO\_3

Biohazard Remediation Final Bill.



# DCT II T/A Servpro of Cape May County

2684 North Route 9  
 Ocean View, NJ 08230  
 P: (609) 624-0202 F: (609) 624-9291  
 Franchise# 9011  
 Tax ID# 272193916 HIC: 13VH05808500  
 Email: sp9011@servpro9011.com

## LOWER\_TOWNSHIP\_BIO\_3

### Generals

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during hours	1.00 EA	0.00	500.00	0.00	500.00
Received call Thursday 3/24/16.					
2. Add for personal protective equipment (hazardous cleanup)	2.00 EA	0.00	85.15	0.00	170.30
3. Hazardous Waste Technician - Labor	4.00 HR	0.00	250.00	0.00	1,000.00
2 technicians @ 2 hours each					
Services Include:					
* Content manipulation					
* Tear out 45 SF of affected carpet					
* Tear out 36 SF of affected carpet padding					
* Cleaning of affected subfloor					
* Apply disinfectant to affected subfloor area					
4. Hazardous Material Remediation - Decontamination of Equipment	1.00 EA	0.00	100.00	0.00	100.00
5. Box and liner - used for hazardous waste cleanup - Large	4.00 EA	0.00	60.75	0.00	243.00
6. Hauling of waste: Biohazard hauling	1.00 EA	0.00	150.00	0.00	150.00
Totals: Generals				0.00	2,163.30
Line Item Totals: LOWER_TOWNSHIP_BIO_3				0.00	2,163.30

### Grand Total Areas:

461.33 SF Walls	193.78 SF Ceiling	655.11 SF Walls and Ceiling
193.78 SF Floor	21.53 SY Flooring	57.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	57.67 LF Ceil. Perimeter
193.78 Floor Area	213.44 Total Area	461.33 Interior Wall Area
543.00 Exterior Wall Area	60.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**DCT II T/A Servpro of Cape May County**

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2684 North Route 9  
Ocean View, NJ 08230  
P: (609) 624-0202 F: (609) 624-9291  
Franchise# 9011  
Tax ID# 272193916 HIC: 13VH05808500  
Email: sp9011@servpro9011.com

**Summary for Dwelling**

Line Item Total	2,163.30
Replacement Cost Value	<u>\$2,163.30</u>
Net Claim	<u>\$2,163.30</u>

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Angela Stephens

<b>Bill To:</b>	<b>Service Location:</b>	<b>Date</b> 3/31/2016	<b>Invoice No.</b> 5052312
The Township of Lower 2600 Bayshore Road Villas, NJ 08251	The Township of Lower 2600 Bayshore Road Villas, NJ 08251	 <b>ServPro of Cape May &amp; Cumberland Counties</b> 2684 N. Route 9 Ocean View, NJ 08230 Phone # 609-624-0202      Fax # 609-624-9291 <i>Independently Owned and Operated</i>	

		Services
Residential biohazard remediation:	1,206.05	1,206.05
Sub debris hauling Residential	210.75	210.75
* Service Address: 907 Scott Avenue North Cape May, NJ 08204		

The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.	<b>TOTAL</b>	<b>\$1,416.80</b>
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I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

(X) \_\_\_\_\_  
 Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work.

(X) \_\_\_\_\_  
 Customer Signature  No One Home

**TERMS OF PAYMENT:** Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.



## DCT II T/A Servpro of Cape May County

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2684 North Route 9  
Ocean View, NJ 08230  
P: (609) 624-0202 F: (609) 624-9291  
Franchise# 9011  
Tax ID# 272193916 HIC: 13VH05808500  
Email: sp9011@servpro9011.com

Client: Township of Lower  
Property: 907 Scott Avenue  
North Cape May, NJ 08204  
Billing: 2600 Bayshore Road  
Villas, NJ 08251

Business: (609) 886-2624

Operator: ASTEPHEN

Estimator: Angela Stephens  
Company: Servpro of Cape May and Cumberland Counties

Business: (609) 624-0202  
E-mail: astephens@servpro9011.com

Type of Estimate: Other  
Date Entered: 3/28/2016 Date Assigned: 3/31/2016  
Date Est. Completed: 3/31/2016 Date Job Completed: 3/31/2016

Price List: NJAC8X\_MAR16  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: LOWER\_TOWN\_3-31-16

Final Bill.



# DCT II T/A Servpro of Cape May County

2684 North Route 9  
 Ocean View, NJ 08230  
 P: (609) 624-0202 F: (609) 624-9291  
 Franchise# 9011  
 Tax ID# 272193916 HIC: 13VH05808500  
 Email: sp9011@servpro9011.com

## LOWER\_TOWN\_3-31-16

### Generals

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Service call - during hours Thursday 3/31/16.	1.00 EA	0.00	475.00	0.00	475.00
2. Add for personal protective equipment (hazardous cleanup)	2.00 EA	0.00	85.15	0.00	170.30
3. Hazardous Waste Technician - Labor 2 technicians @ 1 hour each	2.00 HR	0.00	250.00	0.00	500.00
Services Include:					
* Tear out 15 SF of affected wood flooring					
* Tear out 15 SF of affected subfloor					
* Tear out 15 SF of affected insulation					
* Install 16 SF of plywood as temporary floor repair					
4. Box and liner - used for hazardous waste cleanup - Large	2.00 EA	0.00	60.75	0.00	121.50
5. Hauling of waste: Biohazard hauling	1.00 EA	0.00	150.00	0.00	150.00
<b>Totals: Generals</b>				0.00	1,416.80
<b>Line Item Totals: LOWER_TOWN_3-31-16</b>				0.00	1,416.80

### Grand Total Areas:

461.33 SF Walls	193.78 SF Ceiling	655.11 SF Walls and Ceiling
193.78 SF Floor	21.53 SY Flooring	57.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	57.67 LF Ceil. Perimeter
193.78 Floor Area	213.44 Total Area	461.33 Interior Wall Area
543.00 Exterior Wall Area	60.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**DCT II T/A Servpro of Cape May County**

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2684 North Route 9  
Ocean View, NJ 08230  
P: (609) 624-0202 F: (609) 624-9291  
Franchise# 9011  
Tax ID# 272193916 HIC: 13VH05808500  
Email: sp9011@servpro9011.com

**Summary for Dwelling**

Line Item Total	1,416.80
Replacement Cost Value	\$1,416.80
Net Claim	\$1,416.80

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Angela Stephens

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

RESOLUTION #2016-131

**TITLE: APPROVAL FOR PYROTECNICO FIREWORKS INC TO LOAD AND UNLOAD A FIREWORKS BARGE IN LOWER TOWNSHIP**

**WHEREAS**, Pyrotecnico has requested permission to load and unload a barge in Lower Township for fireworks displays on the following dates:

July 4, 2016 for Congress Hall Hotel / Rain Date July 5<sup>th</sup>; and

**WHEREAS**, Pyrotecnico has provided the required proof of liability insurance required by the Uniform Fire Code Section 5:18-3.27 and signed a Hold Harmless agreement.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower that Pyrotecnico is hereby granted permission to load and unload the "fireworks barge" for the event listed above in accordance with all other necessary approvals and permits.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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

**FIREWORKS DISPLAY HOLD  
HARMLESS AGREEMENT**

Between the Borough/Township/City/County of LOWER TOWNSHIP  
and PYROTECNICO FIREWORKS, INC. (Contractor).

**WITNESSETH:  
PYROTECNICO**

1. FIREWORKS, INC. (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of LOWER TOWNSHIP from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$1,000,000.00  
General Liability: \$5,000,000.00  
Automobile Liability: \$1,000,000.00  
Umbrella Liability: \$5,000,000.00

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:  
LOADING & UNLOADING  
Event: OF PRODUCT Date: 7.4.16 Rain Date: 7.5.16  
Dated: 3.31.16 Signed: *Lynn Ann Hamed*  
Authorized Signature of the Contractor

Witness: *Roguel S. Hamed*

REVISED

Bond No: 21BSBFH9165  
Bond Amount: \$2,500.00  
Bond Term: 1/30/16 to 1/30/17

THE STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE

SURETY BOND

Discharging, Firing-off, Exploding or Displaying Fireworks,  
at any Public Exhibition or Exhibition.

Know All Men by these Presents, that we Pyrotecnico Fireworks, Inc. dba Pyrotecnico,  
Fireworks Vendor  
1640 Garden Road, Vineland, NJ 08360 of (in the County of Cumberland), as  
Fireworks Vendor Street Address County Name

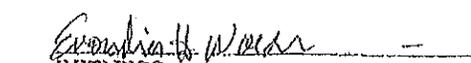
Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors and assigns, firmly by these presents.

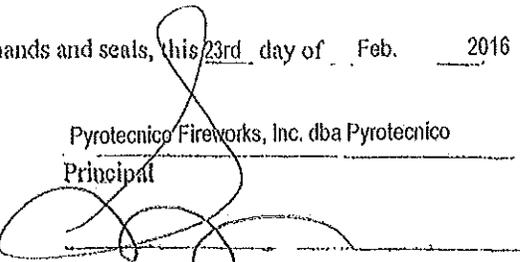
The Condition of this Obligation, is such that if the said, Hartford Fire Insurance Company, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said Pyrotecnico Fireworks, Inc. dba Pyrotecnico for discharging,  
Fireworks Vendor Name

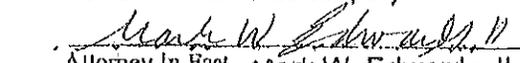
firing-off, exploding or displaying of said fireworks at any public exhibition or exhibitions hereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or exhibitions; provided that said judgment is obtained in an action brought within a period of twelve months following the date of the public exhibition or exhibitions, in which cause of said action is alleged to have occurred, this obligation shall be void, otherwise it shall remain in full force and effect. The maximum amount of said bond shall in no way exceed the face amount of said bond no matter how many claims are made on said bond, in each Municipality, per display.

In Witness Whereof, we hereunto set our hands and seals, this 23rd day of Feb. 2016

  
WITNESS

  
WITNESS

  
Pyrotecnico Fireworks, Inc. dba Pyrotecnico  
Principal

Hartford Fire Insurance Company  
  
Attorney In Fact Mark W. Edwards, II

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-8836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250036

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

R.E. Daniels, Shelby E. Daniels of Pensacola FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, Christopher C. Gardner of Union MS, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Ronald B. Giadrosich, Jeffrey M. Wilson, Evondia H. Woessner of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Feb. 23, 2016  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



March 29, 2016

Ms. Emily Righter  
Congress Hall Hotel  
200 Congress Place  
Cape May, NJ 08204

Dear Emily,

A representative from our company will do a first light inspection at The Atlantic Cape Fisheries in Lower Township the morning of first light on July 5<sup>th</sup>, 2016 We will be responsible for policing the fireworks display and search for and disposing of unfired fireworks.

Please also be aware that we do police the area after the fireworks display has been completed. This is our procedure for all of our shows.

If you have any questions, please do not hesitate to contact our office at 856-697-1023.

Sincerely,

Raquel L. Flowers  
Fireworks Coordinator



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

RESOLUTION #2016-132

**TITLE: RENEWAL OF 2016 CAMPGROUND LICENSES**

**WHEREAS**, Cape Island Campground, Lake Laurie RV & Campground Resort and Seashore RV & Campsite Resort have applied for renewal of their Campground Licenses; and

**WHEREAS**, the applicant has paid the required license fee.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower that the Campground Licenses for the following are hereby renewed for the period of April 1, 2016 through March 31, 2017 subject to all real estate taxes being current.

Robert Lepor  
Sun Lake Laurie RV, LLC  
Sun Seashore RV, LLC

t/a Cape Island Campground  
t/a Lake Laurie RV & Campground Resort  
t/a Seashore RV & Campsite Resort

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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

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

RESOLUTION # 2016-133

**TITLE: AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE**

**WHEREAS**, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

**WHEREAS**, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and;

**WHEREAS**, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the Township surplus property.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower in the County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the surplus property as indicated on Schedule A on an online auction website.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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

FA#	Description	Serial Number	Location
720	Polaroid Camera		Police Department
	Polaroid 990 Instant Color Film (23)		Police Department
	Polaroid 667 B/w Prints (7)		Police Department
	Polaroid Gridfilm (2)		Police Department
	QT Video light product #L4800		Police Department
	RCA Video Monitor TC1105	82A02692	Police Department
	Panasonic AC/Battery	WJ0BC32010	Police Department
	Phot I.D Camera Cat No. MZ107		Police Department
	Kodal Carousel Auto-focus 850		Police Department
	Sunpak Auto 30DX Thyristor		Police Department
506	Polaroid Miniportrait		Police Department
1382	Polaroid Macro 5SLR		Police Department
1446	Panasonic AG-188		Police Department
	Archer23-134 Battery Charger	ECSA10101	Police Department
338	Sylvania VCR		Police Department
	Realistic Cassette Recorder Model 14-808B		Police Department
	Typewriter Nakajima AE-710		Police Department
	Super Circuits time lapse VCR		Police Department
	Monochrome Duplex Multiplexer Robot		Police Department
	Pelco PMM2001 Television		Police Department
	Brand New VHS Tapes (11)		Police Department
	Panasonic Video Cassette Recorder		Police Department
	Soundsciber De Magnetizer		Police Department
	Lource Electronic AP-8 Audio Surveillance		Police Department
	RCA Clock Radio		Police Department
	Radio Shack CTR-69 Cassette Recorder		Police Department
	Polaroid Quartz Camera		Police Department
	3 Pack Maxwell Mc60 Tapes ( 10)		Police Department
723	Polaroid Rapid Omega Camera		Police Department
	Minolta 7000 Camera		Police Department
	Minolta Xtsi Camera (2)		Police Department

Samsonite Tripod	Police Department
Brother PC-301 Cartridge	Police Department
Polaroid Sun 600 Camera (3)	Police Department
Polaroid 1200 SI	Police Department
Compressor	Police Department
3425 Desk	Police Department
Rolling Organizer	Police Department
GO Video DDV3120	Police Department
Go Video D645	Police Department
Pelco PMM2001 T.V	Police Department
Paper Organizer/Mailbox	Police Department
Polaroid Spectra af (4)	Police Department
Sanyo B/W Video Monitor	Police Department
Harman Kardon Subwoofer	Police Department
Acer Monitor	Police Department
965 Radar Unit	Police Department
971 Radar Unit	Police Department
908 Radar Unit	Police Department
K55 Doppler Radar 38413	Police Department
MDVR 20610	25260 Police Department
TV Datalux Tracer	Police Department
Box of Mouses	Police Department
2596 HP Laserjet Pro CM1415FNW Color	Police Department
APC Battery	Police Department
Brother Fax 2820	DPW
Savin 4035E Copier-Printer	DPW
Brother Intelli Fax 3800	DPW
HP Laser Jet 2300	DPW
Xerox Scanner	DPW
IBM Typewriter	DPW
2175 OptiPlex GX520	Townhall
2199 OptiPlex GX520	Townhall
Keyboards (4)	Townhall
2490 HP Laserjet P3015	Townhall

Brother Intelli Fax AX 2820

2803 Neat Scanner

Neat Scanner

Dell Monitor

Benq FD567S Monitor

2483 Optiplex 780 Computer

Optiplex 780 Computer

CNFL133530WK

Townhall

Townhall

Townhall

Townhall

Townhall

Townhall

Townhall

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

RESOLUTION # 2016-134

**TITLE: RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER TO ENTER INTO AN AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF FISH AND WILDLIFE (LAND EXCHANGE)**

**WHEREAS**, the Township Council of the Township of Lower desires to exchange a parcel of property (Block 505, Lot 15) with the State of New Jersey for three (3) Acres of land, comprising part of Block 510, Lot 7.01, depicted on the Map attached to the Management Agreement as Exhibit A, immediately adjacent to the nineteen acres of land which were managed under the 2002 Lease for use as recreation fields by the public; and

**WHEREAS**, the attached management agreement sets forth the provisions of the exchange; and

**WHEREAS**, Lower Township Council's approval is required to enter into the attached agreement.

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

1. The Township of Lower may execute the prepared Management Agreement attached hereto upon the passage of this resolution.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

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

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF FISH AND WILDLIFE**

**MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand Sixteen (2016)

Between **THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF FISH AND WILDLIFE  
501 EAST STATE STREET  
P. O. BOX 400  
TRENTON, NEW JERSEY 08625**

hereinafter referred to as "the Department",

And **TOWNSHIP OF LOWER, a municipal corporation of the  
State of New Jersey  
2600 BAYSHORE ROAD  
VILLAS, NEW JERSEY 08251**

hereinafter referred to as "the Township".

**WHEREAS**, with funds appropriated under authority of the "Open Space Preservation Bond Act of 1989", P.L. 1989, c. 183, the Department acquired certain land hereinbelow described as the "Premises"; and

**WHEREAS**, the Department administers the Premises as part of the Cape Island Wildlife Management Area under authority of N.J.S.A. 23:8A-1 et seq; and

**WHEREAS**, previously the Department and the Township executed a lease on January 11, 2002 (the "Lease"), for the Township to lease approximately nineteen (19) acres comprising part of Block 510, Lot 7.01 on the Tax Map of the Township of Lower, County of Cape May, State of New Jersey; and

**WHEREAS**, the Township desired, and the Department agreed, to add approximately three (3) acres of lands, which are immediately adjacent to the nineteen acres of land which were managed by the Township under the 2002 Lease, for use as recreation fields by the public; and

**WHEREAS**, the Township has started the process to donate to the Department Block 505, Lot 15 on the tax map of Lower Township, Cape May County, New Jersey (20.355 acres) as an essential breeding location for the endangered Eastern tiger salamander (*Ambystoma tigrinum*); and

**WHEREAS**, Block 505, Lot 15 will become a part of the Cape Island Wildlife Management Area; and

**WHEREAS**, the Township has executed a license agreement whereby the Township is responsible for habitat management for the benefit of migratory birds in accordance with an annual plan provided by the Department on State-owned land adjacent to the Premises; and

**WHEREAS**, the Department has determined that the execution of an agreement for the purposes and subject to the terms and conditions herein provided is in the best interest of the public and the State of New Jersey and will not interfere with the Department's reasonably anticipated plans for development/management, operation and use of the Premises.

**NOW THEREFORE**, in consideration of the payment by the Township to the Department of Twenty (\$20.00) Dollars ("Rent") to be paid in advance of the Effective Date hereof, the donation of Block 505, Lot 15 (20.355 acres) by the Township, the prior execution of the license agreement, the financial investment to be made and the investment of time and expertise to be utilized by the Township in the improvement, maintenance, and operation of the Premises and implementation of the license agreement, and the aims, intent and purpose herein expressed, and the mutual covenants hereinafter made, the parties hereto agree as follows:

**THAT, IN ACCORDANCE** with the provisions of N.J.S.A. 23:8A-1 et seq. and N.J.S.A. 52:31-1.3a, the Department does hereby authorize the Township to manage and the Township does hereby agree to manage for the term hereinbelow provided, **ALL** that certain land consisting of approximately three (3) acres comprising part of Block 510, Lot 7.01 on the current Tax Map of the Township of Lower, County of Cape May, and State of New Jersey ("Premises"). The Premises are more fully and particularly depicted on the Map attached to and made a part hereof as Exhibit A. As Exhibit A also shows, there is an access road on the Premises that begins as a paved road connecting Route 9 to the parking lot on the Premises, but then continues as an unpaved road running along the third base line of the baseball field and then around the edge of the outfield until left field, where the road turns left, continues until the tree line near the southwest border of Block 510, Lot 7.01, then turns left through the tree line and ends at the southwest border of Block 510, Lot 7.01 (the "Access Road"). The Access Road is open to the public and shall remain so throughout the term of this Agreement.

The Department and the Township hereby mutually covenant and agree as follows:

## **1. TERM**

A. This Agreement shall be in effect for a period of five (5) years ("Initial Term"), unless sooner terminated as hereinafter provided, commencing on the Effective Date of this Agreement which, for the purpose hereof, shall be the date on which this Agreement, after being signed by the Township, is signed by the Department. For the purposes of this Agreement, the "First Year" shall commence on the Effective Date of this Agreement and expire on December 31 of this year. Each succeeding year, if any, shall mean a period of twelve (12) consecutive months beginning on January 1 and

ending on December 31.

B. Provided that no event of default has occurred and is continuing, the Township may request that the term of this Agreement be renewed for one additional ten (10) year period (the "Renewal Term") by giving the Department written notice of the Township's request to renew together with a Development Plan as required under Paragraph 7 not less than one (1) year prior to the expiration of the Initial Term of this Agreement or the Renewal Term. The Township's right to request renewal of this Agreement shall not be construed as an option to renew. The Department reserves the right to disapprove renewal of this Agreement if the Department, in its sole discretion, determines that the Township has not satisfactorily complied with the terms and conditions of this Agreement or that continuation of this Agreement is not consistent with reasonably anticipated plans for development and/or use of the Premises by the Department. In the event that the Township's request for renewal is not submitted to the Department in writing on or before the date above provided or the Township's request for renewal is not approved by the Department on or before one hundred eighty (180) days prior to the scheduled expiration of this Agreement, said request shall be deemed to have been denied and this Agreement shall expire as herein provided. The Initial "Term" and the Renewal Term are hereinafter collectively referred to as the "Term". The Township's management of the Premises shall not extend beyond the expiration of the Term except upon execution of a new agreement.

C. The Township has begun the process of donating 20.335 acres of real estate located in Lower Township, Cape May County, New Jersey (specifically Block 505, Lot 15), to the Department through the Green Acres Program. The Township shall take all steps necessary to complete the donation of the 20.335 acres to the Department. The Township's failure to take all steps necessary to complete the donation shall be deemed a violation of the terms and conditions hereof and shall be considered a material breach allowing the Department to terminate this Agreement under Paragraph 23.

## **2. PURPOSE**

A. The Township shall not manage the Premises for any purposes other than the development, improvement, maintenance, repair, replacement and use of athletic fields, recreation areas, playgrounds, parking lots and ancillary support facilities such as public restrooms for the advancement and enjoyment of recreational activities for the benefit of the public. Said purposes are hereinafter collectively referred to as "Activities". Only the Township signing this Agreement may manage the Premises. The Township shall not use or allow or permit others to use the Premises for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. The Township is further prohibited from conducting or allowing any use which would in any way: (i) make void or voidable any insurance then in effect, (ii) cause damage to all or any part of the Premises, or (iii) constitute a public or private nuisance. Without limitation, the Township shall not dump or place or otherwise permit or allow any person to dump or place (a) soil or other substances or material as landfill on the Premises except as approved by the Department as part of the development, improvement and maintenance of the Premises, or (b) any trash, waste, hazardous waste or any unsightly or offensive materials on the Premises. If the Township uses or permits or allows others to use the Premises for any purpose or in any manner

other than as expressly provided herein without first obtaining the express written approval thereof by the Department, such use shall constitute grounds for termination of this Agreement.

B. If the Township ceases to actively manage the Premises for the purposes herein described, the Department may terminate this Agreement upon thirty (30) days written notice served upon the Township by certified mail, return receipt requested.

### **3. CONDITION OF PREMISES**

The Premises are accepted by the Township in their present condition and without representation or warranty of any kind by the Department including, but not limited to, any representations or warranty of fitness for a particular purpose. The Township represents upon execution of this Agreement that it has made a physical inspection of the Premises and has found the same satisfactory for all purposes of this Agreement.

### **4. COSTS AND ASSESSMENTS**

The Township shall, at the Township's sole cost and expense, provide all such labor, materials, supplies, equipment, professional and technical services; fire, police and emergency medical services; and perform all work necessary to develop, improve, maintain, repair, and operate the Premises for the purposes and in accordance with the terms and conditions hereof. The Township shall promptly pay when due all assessments together with interest and penalties thereon, which are assessed with respect to the Premises. Nothing in this Agreement shall be construed as creating any obligation on the part of the Department to provide any labor, materials, supplies, equipment or funds for the purposes of this Agreement.

### **5. ADDITIONAL RENT**

The cost of the Township's compliance with this Agreement shall constitute "Additional Rent". If The Department incurs any expense including, but not limited to, reasonable attorney's fees, by reason of the breach of this Agreement by the Township or the Township's failure to perform any obligation of the Township hereunder, the Township shall be liable for payment of such expense which shall be deemed Additional Rent. Additional Rent shall be due and payable as Rent within thirty (30) days after written demand therefor by the Department. Nonpayment of Additional Rent gives the Department the right to terminate this Agreement under Paragraph 23 hereof.

### **6. INDEPENDENT PRINCIPAL**

The Township acknowledges and accepts that it is an independent principal and is not undertaking any of the Activities on behalf of the Department and that it has no relationship with the Department in connection with this Agreement as the Department's agent, servant, employee, contractor or otherwise. The Township agrees not to enter into any agreement or commitment on the Department's behalf. The Township shall have direct supervision of all its employees, agents, volunteers, contractors and subcontractors performing any Activity on behalf of the Township under this Agreement, the Township shall assure compliance by its employees, agents, volunteers, contractors and

subcontractors with the terms and conditions of this Agreement.

## **7. DEVELOPMENT PLAN**

The Department's execution of this Agreement constitutes approval of the Township's comprehensive development plan ("Development Plan"), which is acknowledged to have been provided to the Department by the Township with this Agreement. The Development Plan provides for the development, improvement and use of the Premises during the first ten (10) year period of the Initial Term. If the Township elects to request that this Agreement be renewed by the Department as provided in Paragraph 1B hereof, the Township shall, as part of the Township's request, submit an updated Development Plan to the Department for the Renewal Term. The Development Plan shall include: (i) a comprehensive description of the Township's goals and objectives in the development, improvement and operation of the Premises; and (ii) a comprehensive description of improvements to be constructed; and (iii) a proposed schedule for the commencement and completion of the improvements. The Department shall approve the Development Plan provided that the Department determines that said Plan is consistent with the purpose of this Agreement as provided in Paragraph 2A hereof and with the rights, obligations and responsibilities of the Department and the Township under this Agreement. As approved by the Department, the Development Plan shall be incorporated in and made a part of this Agreement by reference. The Township shall not modify, change deviate therefrom without first obtaining the Department's express written approval thereof.

## **8. IMPROVEMENTS**

A. The Township shall not enter any contract for or commence any construction renovation, or the re-construction of any field, building, structure, utility system, parking lot, or any change in the natural condition of the Premises (collectively "Improvement") without first submitting design plans and specifications therefor to the Department and obtaining the Department's written approval thereof. The Department's failure to respond to the Township's request for approval within sixty (60) days from the Department's receipt of the design plan shall be deemed an approval of the proposed Improvement as described in the design plan. For the purposes of this Agreement, construction shall be deemed to commence when the Township begins grading or excavation on the Premises or, if same is not necessary, any on-site preparation for construction or installation of the Improvement. The plan shall include, but not be limited to: the preliminary drawings and outline specifications in a form to be submitted for the purpose of obtaining building permits and other approvals, description of the Township's intended use of the proposed Improvement, schedule for the commencement and completion of the Improvement, and such information that the Department may reasonably require to determine whether to approve the proposed improvement under the criteria described below. The Department's approval shall be based upon the Department's determination that the intended use and character of the proposed Improvement is consistent with the approved Development Plan and the purposes of this Agreement. The Department reserves the right to require that any Improvement erected on the Premises shall be designed and constructed in such manner that it may be removed with minimum damage to the Premises. As approved by the Department in writing, said design plan shall become a part of this Agreement by reference and the Township shall

not modify or deviate from said approved plan without first obtaining the Department's express written approval.

B. All plans and specifications required to be submitted to the Department by the Township pursuant to this paragraph are submitted for the purpose of assisting The Department through the Division of Fish and Wildlife in determining whether to approve the proposed Improvement under Paragraph 8A. The Department's approval of any such plan shall not be construed to relieve the Township of its responsibility to obtain and maintain all permits and approvals now or subsequently required by federal or State authorities for the construction and use of the Improvement. The Township shall, prior to the commencement of any Improvement, apply to and obtain all federal, State and other permits and approvals required for construction of the proposed Improvement. Prior to commencement of construction, the Township shall provide the Department with satisfactory written evidence that the Township has obtained all required permits and approvals. Upon the issuance of all required building permits and other permits and approvals, the Township shall commence and diligently prosecute the improvement by one or more general contractors and/or subcontractors. All construction shall be done in a good and workmanlike manner, in accordance with the approved plan and requisite building and other permits and, approvals, and in compliance with all federal and State laws and ordinances orders affecting the Improvements and the use thereof. All construction shall comply with the New Jersey Uniform Construction Code, N.J.A.C. 5:23-1 et seq., with the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151, et seq., and the Americans With Disabilities Act of 1990, 42 U.S.C.A. 12101 now in effect and as same may be subsequently amended, revised or supplemented from time to time.

C. The Department reserves the right to approve the location, type of structure and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Premises.

D. Approval by the Department of design plans, specifications, and reports submitted by the Township in accordance with this Agreement shall not in any way relieve the Township of responsibility for the technical accuracy thereof. The Township is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, and reports furnished under this Agreement. The Township shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by the Department shall not be construed as a waiver of any rights of the Department under this Agreement or any cause for action arising out of the performance of this Agreement.

E. The Township may enter into contracts for the construction of any improvement provided that in no such event shall the Township's obligations under this Agreement be deemed to be diminished thereby. Nothing contained in the contract shall be construed as creating any contractual relationship between any contractor, subcontractor and the Department.

F. The Township shall, at its sole cost and expense, provide all necessary

construction management for each Improvement.

G. The Township shall, prior to the commencement of construction, deliver to the Department certificates of insurance showing that the Township and/or its contractors and subcontractors have obtained the following insurance coverage during the period of construction:

- (i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement;
- (ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death or property damage for anyone accident; and
- (iii) Worker's Compensation and Employer's Liability insurance in accordance with the requirements of the Workers' Compensation Law of the State of New Jersey.

The insurance policies described in (i) and (ii) above shall name the Department as an additional insured. The Department reserves the right to require such other insurance and in such amounts as may from time to time be reasonably required by the Department against other insurable risks which at the time are commonly insured against in the case of premises similarly situated with due regard to the type of Improvement and work to be performed. The Department further reserves the right to increase the limits of the insurance policies.

H. All Improvements undertaken or made without the Department's written approval and/or for which the Township cannot document to the satisfaction of the Department that the Improvement was completed in accordance with the requirements of all governmental authorities having jurisdiction shall be removed by the Township on the Department's demand. The Township shall, at the Township's sole cost and expense, repair any damage to the Premises and/or other State-owned property not included in the description of the Premises caused by the Township's construction and/or removal of any such Improvement.

## **9. TITLE TO IMPROVEMENTS**

A. All Improvements constructed or installed on the Premises by the Township shall, upon completion in accordance with the approved plans therefor and the requirements of public authorities having jurisdiction thereof, remain the property of the Township and shall be maintained and operated by the Township for the purposes of and in accordance with the terms and conditions of this Agreement to the same extent as though said Improvement is part of the Premises.

B. Upon completion of any Improvement project, the Township shall, as a

condition precedent to the Township's management and use thereof, deliver to the Department: (i) copies of such permanent certificates of occupancy as shall be necessary for the management and use thereof; and (ii) copies of final and complete waivers by the Township's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Improvement or any work performed.

## **10. MAINTENANCE AND UTILITIES**

A. The Township shall, at the Township's sole cost and expense, be completely responsible for the maintenance and repair of the Premises and Improvements. The Department shall not be required to maintain or repair the Premises and Improvements.

B. The Township shall keep and maintain the Premises and Improvements in good repair and condition and shall promptly make all structural, nonstructural, ordinary and extraordinary repairs of every kind required to be made upon or in connection with the Premises and Improvements or any part thereof in order to keep and maintain the Premises and Improvements in good repair and condition in accordance with the State Construction Code now and as subsequently in effect.

C. The Township shall keep and maintain the Premises and Improvements well maintained in-a neat, clean and sanitary condition. The Township shall keep the Premises and Improvements free of trash, the grass mowed, all trees and shrubbery trimmed, and all sidewalks, walkways, roadways and parking lots clear of snow and debris. The Township shall be responsible for all repairs and replacement of the road and parking lot surface.

D. The Township shall be completely responsible for payment of costs for the installation, repair or replacement of all utility systems servicing the Premises and Improvements. As Additional Rent, the Township shall pay the cost of all utility service to the Premises. The whole amount of said utility cost shall be paid prior to the expiration or termination of this Agreement. If the full amount of said cost is not paid prior to the expiration or termination of this Agreement, the payment thereof shall remain a continuing obligation of the Township thereafter.

E. If the Township, after receipt of a written notice from the Department describing the Township's failure to comply with the Township's obligations under this paragraph, fails to commence and substantially correct the conditions within sixty (60) days following the Township's receipt of said notice, the Department may terminate or suspend this Agreement or enter upon the Premises and perform such work as the Department determines is necessary to correct said conditions. The Township shall reimburse all of the costs and expenses incurred by the Department in performing such work.

## **11. COMPLIANCE WITH LAWS, LICENSES, PERMITS AND INSURANCE**

A. The Township shall obtain and maintain all licenses, permits and approvals required by federal or State authorities for the conduct of the Township's Activities on the Premises. The Department agrees to fully cooperate with the Township

in obtaining same. The Township shall provide the Department with satisfactory written evidence that all such licenses, permits and approvals have been obtained prior to commencement of the conduct of the Township's Activities.

B. The Township shall comply in the conduct of all Activities on the Premises and cause the Premises to comply with all federal and State laws, ordinances, rules and orders affecting the Premises and the Township's Activities.

C. The Township shall comply with the requirements of all policies of insurance required by this Agreement which at any time may be in force with respect to the Premises.

D. If the Township is issued:

(i) a notice of failure to comply with any policy of insurance required by this Agreement;

(ii) a summons or any notice of violation of any license, permit, certification, authorization, approval or any other similar instruments required by any governmental authority having jurisdiction necessary to improve, maintain and operate the Premises; or

(iii) a summons or any notice of violation of any federal or State law, ordinance, rule or order affecting the Premises or the conduct of any Activity thereon by the Township,

the Township shall immediately forward a copy of the notice or summons to the Department and the Township shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof approved by the issuing agency, it shall be deemed a material breach of this Agreement and the Department may, under Paragraph 22 hereof direct the Township to suspend the Township's conduct of Activities on all or the affected portion of the Premises and/or terminate this Agreement under Paragraph 23 hereof. The Township shall indemnify, defend and hold harmless the Department against all liability, claims, losses or payments of any kind arising from the Township's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval or any applicable federal or State law, ordinance, rule or order.

## **12. ACCESS TO PREMISES**

A. The Department, its employees, agents and contractors, shall have the right of ingress and egress on, over and across the Premises for access to adjoining State owned property not included in the description of the Premises.

B. The Department and/or an authorized representative of the Department shall have the right to enter upon the Premises and any Improvements thereon to evaluate the Township's operation thereof and take such action as the Department may deem appropriate to assure compliance by the Township with the terms and conditions of this Agreement and/or to correct any condition resulting from the Township's failure or

omission to comply with this Agreement.

C. The Department shall exercise its rights under this paragraph in such manner so as not to damage the Township's property or unreasonably interfere with the Township's Activities in light of the nature and extent of the Department's activities necessary to assure the Township's compliance with this Agreement.

### **13. NO INTERFERENCE WITH WILDLIFE MANAGEMENT AREA**

The Township shall conduct all Activities on the Premises and any adjoining State-owned property comprising part of the Wildlife Management Area that may be affected thereby in a manner that shall not unreasonably (in light of the nature of the Activities) interfere with, impair or prevent the Department's development, improvement, maintenance, and use of the Wildlife Management Area and the safe use and enjoyment thereof by the public or any licensee of the Department. The Township shall coordinate with the Department all Activities which could adversely interfere with, impair or prevent the Department's development, maintenance and operation of the Wildlife Management Area and the safe use and enjoyment thereof by the public or any licensee of the Department and shall implement all measures reasonably required by the Department to minimize such effects.

### **14. SIGNS**

Except for signs directly related to and necessary for the conduct of the Township's Activities, the Township shall not post or permit or otherwise allow others to post temporary or permanent signs of any description on or about the Premises and Improvements without first obtaining the express written approval thereof by the Department.

### **15. PROMOTION**

The Township shall in all promotion and advertisement of the Premises and Improvements or any scheduled events at or pertaining thereto, provide that the Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Fish and Wildlife.

### **16. SECURITY**

The Township shall, at its sole cost and expense, be completely responsible for all security of the Premises and any Improvement thereon against burglary, fire, theft, vandalism and unauthorized entry. The Department has no obligation to the Township for security of the Premises and any Improvement thereon and shall not be responsible to the Township, its agents, employees, contractors or invitees for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment or personal property on the Premises.

### **17. DAMAGE – CASUALTY**

A. The Township shall, at the Township's sole cost and expense, repair any

damage caused by the Township, its employees, agents, contractors or invitees to the Premises or Improvements or to any adjacent State-owned property not included in the description' of the Premises. In the event that the Township fails to make such repairs after written demand by the Department and within the period prescribed by the Department in said demand, the Department may, at its option, elect to make said repairs and/or terminate this Agreement. All costs incurred by the Department in making repairs shall be paid by the Township to the Department within ninety (90) days after written demand therefor by the Department.

B. In the event of damage to or destruction of the Premises or any Improvement in whole or in part by fire, explosion, the elements or other casualty, the Township shall as soon as possible after the Township has knowledge of such damage or destruction notify the Department thereof. The Department may, in its sole discretion declare this Agreement null and void from the date such damage or destruction or allow the Township a reasonable opportunity to cause such damage or destruction to be repaired at the Township's sole cost and expense. The Department shall not be liable to the Township for any loss occasioned by the damage to or destruction of the Premises or the Department's declaration that this Agreement is null and void as a result thereof.

C. All repairs by the Township of damage to the Premises, Improvements or other State-owned property shall restore the affected property to the appearance, condition, and utility of said property' immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications submitted to and approved by the Department under Paragraph 8 hereof to the same extent as though said repair is an Improvement.

D. This Agreement shall not be construed to require or obligate the Department to cause any damage to or destruction of the Premises or Improvements to be repaired for the benefit of the Township. The Department shall not be liable to the Township for any loss occasioned by the damage to or destruction of the Premises and/or the Department's declaration that this Agreement is null and void.

## **18. INDEMNIFICATION**

A. The Township, for itself, its successors and assigns, shall assume all risks and liabilities arising out of the improvement and maintenance of the Premises, the Township's management and use of the Premises, and any failure to comply with the terms and conditions of this Agreement, except if and to the extent that such liability is caused as the direct result of the negligent act of the Department, its agents, servants and/or employees for which the Department would be liable under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Township covenants to defend, protect, indemnify and save harmless the Department and each and everyone of its officers, agents, employees, successors and assigns and hereby releases the Department and each and every of its officers, agents, employees, successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments which may in any manner arise out of, be occasioned by, or result from the management and use of the Premises by the Township, its officers, agents, employees, volunteers, contractors or invitees. The obligations

assumed by the Township under this paragraph shall not constitute a waiver by the Township of the immunity provided by the New Jersey Tort Claims Act.

B. The Township agrees to have its contractors defend, indemnify, protect and save harmless The Department and release the Township and the Department and their officials and employees from and against any and all suits, claims, demands or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error or omission of the contractor, its agents, subcontractors, servants and employees in the performance of any work on the Premises or Improvements.

C. The Department and the Township shall, immediately after a claim has been made against either of them, give written notice thereof to the other along with full and complete particulars of the claim. If a suit is brought against the Department or the Township or any of their agents, servants and/or employees, the Department or the Township shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other document related to said claim which is received by or then in their possession or the possession of their representatives.

D. It is expressly agreed and understood that: (i) any approval by the Department of the work performed and/or reports, plans and specifications provided by the Township shall not operate to limit the obligations of the Township assumed under this Agreement; (ii) the Township's liability under this paragraph shall continue after the termination or expiration of this Agreement; (iii) the Township's indemnification obligations hereunder are not limited to the proceeds received from the insurance coverage obtained by the Township and/or its contractors under this Agreement; and (iv) the provisions of this indemnification clause shall in no way limit the obligations assumed by the Township under this Agreement, nor shall they be construed to relieve the Township from any liability or to preclude The Department from taking any other actions available to it under any provisions of this Agreement or at law.

## **19. INSURANCE**

A. The Township shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement insurance coverage of the types and in the amounts hereinafter provided:

(i) commercial general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limit the breadth of coverage including protection and indemnity, the Township owned or operated motor vehicles, broad form contractual liability, and broad form property damage endorsements against claims for bodily injury, death or property damage occurring on, in or about the Premises or in any manner growing out of or connected with any Activity on the Premises conducted by the Township, its agents, employees, volunteers, contractors and/or invitees. Limits of liability shall not be less than One Million (\$1,000,000) Dollars per occurrence for bodily injury liability and for property damage liability combined single limit;

(ii) fire and extended coverage insurance covering the Premises and Improvements thereon against fire or damage by fire or otherwise, in an amount not less than 100% of the full replacement cost of all Improvements on the Premises;

(iii) property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft and damage on the contents owned by the Township and located in structures on the Premises. Said insurance shall be in an amount not less than the full value of such contents. The value of the contents shall be determined by the Township using whatever procedures the Township considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against either the Department or the Township in connection with any loss or damage covered by the policy;

(iv) workers' compensation and employers' liability insurance applicable pursuant to the Laws of the State of New Jersey; and

(v) such other insurance and in such amounts as may from time to time be reasonably required by the Department against other insurable risks which at the time are commonly insured against in the case of Improvements and premises similarly situated with due regard to the type of Improvements and the type of use and operations to be conducted by the Township under this Agreement.

B. All insurance coverage required to be maintained by the Township in accordance with this Agreement shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured. Coverage provided to the Township through the Atlantic-Cape May Joint Insurance Fund and the Municipal Excess Liability Fund is acceptable to the Department.

C. When the Township returns this Agreement, signed by the Township, to the Department for signature, the Township shall provide the Department with a certificate of insurance evidencing that the Township has obtained all insurance required under this paragraph. Failure to provide a certificate of insurance at the time of the Township's execution of this Agreement shall render this Agreement null and void. The certificate of insurance shall provide for thirty (30) days notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. The Township shall also provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation that the Township has obtained and is maintaining in full force and effect all insurance required under this paragraph. The Township shall also, upon request, provide the Department with copies of each policy required under this Agreement certified by the agency or underwriter to be true copies of the policies provided by the Township. The Township shall deliver the certificates to the Department's address set forth in Paragraph 30 hereof.

D. If the Township fails or refuses to renew any of its insurance policies or if the Township fails or refuses to provide the Department with timely certificates of

insurance showing that the Township is maintaining insurance coverage in full force and effect to the extent required by this Agreement or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, or the Township fails or refuses to provide the Department with current certificates of insurance showing that its contractors have obtained insurance coverage in accordance with the requirements of this Agreement, the Department shall, in accordance with Paragraph 22 hereof, immediately direct the Township to suspend all of the Township's management of the Premises and/or terminate this Agreement under Paragraph 23 hereof.

E. The limits of the insurance policies described herein shall be reviewed by the Department and the Township every five (5) years and the Township shall increase the limits of said policies to meet changed circumstances including but not limited to changes in the United States Consumer Price Index and changes caused by the course of plaintiff's verdicts in personal injury actions.

## **20. REPORT OF INJURY**

Any injury which shall occur on the Premises to the Township, its employees, volunteers, servants, agents, contractors or invitees requiring medical intervention of which the Township shall be notified, shall be reported by the Township to the Department in writing within twenty-four (24) hours of the incident.

## **21. ASSIGNMENT AND SUBLEASE**

The Township shall not sublease the whole or any part of the Premises or assign or transfer this Agreement or the Township's responsibilities under this Agreement. Any assignment or sublease shall be null and void and shall, in the discretion of the Department, constitute grounds for termination of this Agreement.

## **22. SUSPENSION OF OPERATION**

The Township shall, at the direction of the Department, immediately suspend, delay or interrupt all or any part of its activities on the Premises as the Department determines to be appropriate. Any suspension shall be effective immediately upon notification of the Township by the Department. The primary reasons for issuance of such an order will be; (i) failure by the Township to comply with any of the obligations and responsibilities on its part to be performed under this Agreement; and/or (ii) any reason including, but not limited to, the occurrence of hazardous work conditions, emergency conditions, unusually violent weather conditions or the threat thereof, or any other reason where continuation of activities by the Township may detrimentally impact State owned property and/or the health and safety of the public or persons on site. Any suspension under item (i) above shall be in effect until the Township resolves, to the satisfaction of the Department, its failure to comply with any of the obligations and responsibilities on its part to be performed under this Agreement. The Township's failure to comply shall be described in the notice. If the Township fails to satisfactorily resolve its failure to comply within fifteen (15) days from the date of notification, the Department may terminate this Agreement. Any suspension shall be effective under (ii) above until the reason for suspension no longer exists. The Township hereby waives any claim for damages or compensation as a result of the Department's action under this paragraph. The

Department's rights under this paragraph shall be in addition to any other right or remedy available to the Department under this Agreement or otherwise at law.

### **23. TERMINATION**

A. The Township shall comply and shall assure compliance by its employees, agents, volunteers, contractors and subcontractors with the terms and conditions of this Agreement. Failure to comply or to assure such compliance and/or the existence of any condition which the Department determines to be in violation of the terms and conditions hereof shall be considered to be a material breach in which event the Department may terminate this Agreement as follows:

(i) the Township's failure to: (a) pay when due any Additional Rent or other sums required to be paid by the Township hereunder; (b) obtain and maintain all the insurance coverage on its part to be obtained and maintained under this Agreement or to provide the Department with certificates of insurance documenting that the Township has obtained and is maintaining such insurance coverage; or (c) provide the Department, when requested by the Department, with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Agreement, and a continuation of such failure under (a), (b) or (c) above for a period of ten (10) days after the Township's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said ten (10) day period, termination shall, in the discretion of the Department, be effective at the conclusion thereof; or

(ii) the Township's failure to perform and/or comply with any of the other covenants, agreements and conditions herein contained. The Township's failure to perform its obligations under the separately executed license for habitat management for the benefit of migratory birds shall be cause for termination of this Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail Return Receipt Requested, the Township shall have thirty (30) days to begin to cure such violations as the Department shall describe therein and an additional thirty (30) days to substantially cure said violations. If the violations are not substantially cured within said sixty (60) day period, termination shall, in the discretion of the Department, be effective at the conclusion thereof. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the notice period, then such default shall not be deemed to continue so long as the Township, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time.

B. The Township shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the Department by Certified Mail Return Receipt Requested.

C. Termination of this Agreement by either party shall not release or

discharge any payment, obligation or liability owed to the other party under the terms and conditions of this Agreement as of the date of such termination.

#### **24. END OF TERM**

Upon the expiration, termination or declaration that this Agreement is null and void ("End of Term"), The Township shall:

(i) immediately cease all management and use of the Premises and turn over the management and use of the Premises to the Department in at least as good condition as it was delivered at the commencement of this Agreement. The Department may at once re-enter and remove any and all persons using the Premises;

(ii) the Township shall, at the Township's sole cost and expense, remove all Improvements and personal property lawfully belonging to and removable by the Township within the time prescribed in any notice of termination or before the scheduled expiration of this Agreement. If the Township fails to remove such Improvements or personal property, the Department may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of the Township. If the Township removes any Improvements or personal property, the Township hereby covenants to repair any and all damage which may be caused to the Premises by said removal; and

(iii) pay to the Department without demand or notice the sum of (a) all Rent, Additional Rent and other payments accrued to the date of the End of Term; and (b) the cost of making all restoration, renovation, improvement and repairs required to be made by the Township hereunder, and of performing all covenants of the Township relating to the conditions of the Premises during the Term and upon expiration or termination of this Agreement, such cost to be deemed prima facie to be the cost actually expended or incurred thereafter by the Department.

#### **25. LIENS OR ENCUMBRANCES**

The Township shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the interest of the Department in the Premises. If the Township should cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Premises or the buildings thereon or labor performed or material furnished therein, thereon or thereto, neither the Department nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor and material shall be made, furnished and performed at the Township's expense and the Township shall be solely and wholly responsible to the contractors, laborers and materialmen furnishing and performing such labor and material. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or against the Department (whether or not such lien, charge or order is valid or enforceable as such), the Township shall, at its own cost and expense, cause the same

to be canceled and discharged of record within ten (10) days after notice from the Department of the filing thereof, and the Township shall indemnify and save harmless the Department against and from all costs, expenses, claims and demands, including reasonable counsel fees resulting therefrom. The Township shall, upon completion of any improvements, provide the Department with a signed copy of any and all liens indicating that all contractors have been paid and all liens have been discharged.

## **26. NO DISCRIMINATION**

A. The Township shall not discriminate against any persons or applicant for employment because of age, national origin, race, creed, color, disability, sex or sexual preference. This provision shall include, but not be limited to, the following: membership, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. The Township shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex or sexual preference in allowing the public access to and use of the Premises and/or any activity thereon.

## **27. AMERICANS WITH DISABILITIES ACT**

The Township shall make all facilities and programs accessible to the disabled in compliance with the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 U.S.C.A. 12101 et seq., and the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., all as now in effect and subsequently amended.

## **28. SOLICITATION**

The Township warrants that no person has been employed directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 and that N.J.S.A. 52:34-19 relating to the procurement and performance of this Agreement has not been violated by any conduct of the Township including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity or consideration of any kind to any State employee, officer or official.

## **29. SUPERSEDES - ENTIRE AGREEMENT - AMENDMENTS**

This Agreement supersedes and cancels all prior leases and agreements between the State of New Jersey and the Township covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements and understandings are merged herein. This Agreement may be amended, supplemented, changed, modified or altered only upon mutual agreement of the parties hereto in writing.

## **30. NOTICES**

All submissions, approvals, and notices required under this Agreement shall be forwarded by certified mail, return receipt requested and addressed as follows:

TO THE DEPARTMENT:  
Department of Environmental Protection  
Division of Fish and Wildlife  
Office of the Director  
501 East State Street  
P.O. Box 400  
Trenton, New Jersey 08625

TO THE TOWNSHIP:  
Township of Lower  
Township Administrator  
2600 Bayshore Road Villas  
New Jersey 08251

Either party may change such address by mailing to the address above a notice of the change at least ten (10) days prior to such change.

### **31. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW**

A. Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time express or implied of breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on anyone occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion.

B. Any and all rights and remedies which either party may have under this Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate and cumulative and shall not be deemed inconsistent with any other right or remedy and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

C. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

### **32. SUCCESSION AND BINDING EFFECT**

All of the terms and conditions of this Agreement shall be binding upon and shall inure the benefit of the successors and assigns of the Department and the Township.

### **33. NO THIRD PARTY BENEFICIARIES**

There shall be no third party beneficiaries of this Agreement and no person, firm or

entity, not a party to this Agreement, shall be entitled to claim any right, benefit or presumption from, or estoppel by, this Agreement.

**34. RESOLUTION**

The Township Council of the Township of Lower shall adopt a resolution authorizing the execution of this Agreement by the Township for the purpose and subject to the terms and conditions herein provided. When the Township returns this Agreement, signed by the Township, to the Department for signature, a certified copy of said resolution shall be attached to this Agreement as Exhibit B. Failure to adopt and return a certified copy a resolution to the Department shall render this Agreement null and void.

**35. NEGOTIATED DOCUMENT**

Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, any party as the drafter hereof.

**36. HEADINGS**

The paragraph headings throughout this Agreement are for convenience and reference only and shall not be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Department and the Township have duly executed this Agreement on the date hereinbelow set forth.

THE DEPARTMENT:  
STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_  
Rich Boornazian, Assistant Commissioner  
Natural and Historic Resources

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

ATTEST: THE TOWNSHIP:  
TOWNSHIP OF LOWER

\_\_\_\_\_ By: \_\_\_\_\_  
Township Clerk Michael Beck, Mayor

**Freeman Douglass Jr. Park**  
 Current and Proposed Lease Areas



**Legend**

- GeoWeb
- Roads NJ (Centerlines) (1-4999 to 1:999 scale)
- Countries
- Mid-Atlantic States
- New Jersey
- Other Mid-Atlantic States

**Results**

- 1 polygon
- 2 polygon

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

RESOLUTION #2016-135

**TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO HATCH MOTT MACDONALD FOR AN ENGINEER SURVEY AND SIMPLE SUB-DIVISION OF TOWNSHIP PROPERTY LOCATED IN DIAMOND BEACH BLOCK 703, LOTS 1.01,1-7,30-32,30.01,31.01 & 32.01**

WHEREAS, the Township of Lower is given authority by 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, Hatch, Mott MacDonald has provided a proposal for an Engineer Survey and Simple Sub-Division of Township Property located in Diamond Beach, Block 703, Lots 1.01,1-7,30-32,30.01,31.01 & 32.01; and

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

Account: C-04-55-414-910

Signature   
Lauren Read, CFO

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

- 1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$5,875.

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	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk

## Jim Ridgway

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**From:** Jennifer M. Dowe <assessor@townshipoflower.org>  
**Sent:** Thursday, April 14, 2016 8:38 AM  
**To:** jridgway@townshipoflower.org  
**Cc:** 'Bill '  
**Subject:** FW: Title Survey and Minor Subdivision  
**Attachments:** Lower Tax Map Sheet 12.02.pdf

Please see attachment and correspondence.

*Regards,*

*Jennifer M. Dowe, C.T.A., C.F.M.  
Municipal Assessor  
CRS Coordinator  
Township of Lower  
P~609-886-2005  
F~609-886-1772  
assessor@townshipoflower.org*



---

**From:** Sray, Mark R [<mailto:Mark.Sray@mottmac.com>]  
**Sent:** Thursday, April 14, 2016 8:31 AM  
**To:** Jennifer Dowe <[assessor@townshipoflower.org](mailto:assessor@townshipoflower.org)>  
**Subject:** Title Survey and Minor Subdivision

Jennifer,

We have reviewed the Lower Township owned property that you identified as follows:

Block 703, Lots 1.01, 1-7, 30-32, 30.01, 31.01 & 32.01 (185' x 200')

As discussed the Township is looking to carve out a portion of the above referenced property to convey to another party. Since title will be transferred to another party we recommend that a Title (Outbound) Survey be performed. It is also our understanding that some of the boundary lines of the property to be "carved out" will not fall on existing property lines and will therefore require a minor subdivision.

This is similar to the scope performed recently on the survey/subdivision for the Public Works Yard and the adjacent property which is being transferred to the State. We would propose:

- Completion of a field survey/boundary survey for title transfer;
- Preparation of a subdivision plan to accompany deed (assuming the minor subdivision will be perfected by deed and not by filed map)
- Preparation of a Cape May County subdivision application (we will fill out but application to be signed and submitted by the Township Solicitor or others)

- Preparation of Deed descriptions for the outbound property and each of the two new lots created by the subdivision
- We do not intend on setting all of the outbound corners (will require a corner waiver certification) but will indicate corners that are found in the field and we will set property corners for the lot to be transferred.

We estimate a cost of \$5,875 to complete the above scope of work. Once authorized, we can have the field work, plan, deed descriptions and subdivision application completed within two (2) weeks. Our cost assumes that you will be able to provide the current deeds of record for the subject property, the current deeds of record for the adjacent properties, any recorded easements and any filed subdivisions that affect those properties.

If this is acceptable we will prepare a formal proposal and submit to the Township.

Any questions, please call.

Thanks,

Mark

**Please Note My New Email Address:**  
**[mark.sray@mottmac.com](mailto:mark.sray@mottmac.com)**

**Mark R. Sray, PE, CME** | Senior Associate  
Municipal & County Services  
**Hatch Mott MacDonald** | Water & Wastewater Division  
Mailing: P.O. Box 373  
Delivery: 833 Route 9 North  
Cape May Court House, NJ 08210  
T 609.465.9377 F 609.465.5270



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**TOWNSHIP OF LOWER  
ORDINANCE NUMBER 2016-04**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2016  
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP  
OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF  
NEW JERSEY (THE "TOWNSHIP"); APPROPRIATING  
\$2,225,000 THEREFOR AND AUTHORIZING THE  
ISSUANCE OF \$2,110,000 BONDS OR NOTES OF THE  
TOWNSHIP TO FINANCE PART OF THE COSTS  
THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF  
THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW  
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring),  
AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,225,000, said sum being inclusive of a down payment in the aggregate amount of \$115,000 for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,225,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount not exceeding \$2,110,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$2,110,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3. (a)** The improvements hereby authorized and purposes for the financing of which said obligations are to be issued, include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <b><u>Public Safety</u></b> - Acquisition And Installation, As Applicable, Of Various Equipment And Non-Passenger Vehicles For Public Safety, Including, But Not Limited To, Body Camera System, Alcotest Machine, Field Force Riot Gear, Vehicle Security Boxes, Weapons Storage Cabinet, Digital Cameras and Casings, Handguns, Long Guns and Casings, Radar Units, Tire Deflation Device, Defibrillators, Video Surveillance Equipment, File Cabinets and Paper Shredder, Computer Hardware, Software And Accessories, Including, But Not Limited To, Desktop Replacements, A Projector and Information License Devices; Console Replacement Parts, An Antenna For The Communication Tower, Portable and Mobile Radios, A Non-Passenger All-Terrain Utility Vehicle And Two (2) Non-Passenger Tahoe Vehicles With Emergency Response And Public Safety Equipment; And Various Emergency Shelter Capital Supplies For The EMS;	\$324,209	\$307,452	\$16,757	5 years
(ii) <b><u>Public Works</u></b> – Acquisition And Installation, As Applicable, Of Equipment and Non-Passenger Utility Vehicles, Including, But Not Limited To, A Sewer Vac Truck, A Rear Load Refuse Truck, A Compost Screener And Leaf Vac, Roll Off Containers, A Hydraulic Lift And Various Shop Capital Equipment;	\$1,542,885	\$1,463,140	\$79,745	7.5 years
(iii) <b><u>Recreation</u></b> – Various Improvements To Recreational And Park Facilities, Including, But Not Limited To, Acquisition And Installation, As Applicable, Of A Football/Lacrosse Scoreboard; A Ford F-250 Non-Passenger Utility Vehicle; Beach Path Access Improvements; And Resurfacing and Fencing Improvements At Freeman Douglass Park; And	\$236,443	\$224,223	\$12,220	7.5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(iv) <b><u>Administration</u></b> – Various Capital Improvements For The Offices of Tax Collector, Clerk, MLU And General Office, Including, But Not Limited To, The Acquisition And Installation, As Applicable, Of A Sign for Municipal Hall, Office Capital Equipment and Furnishings, Non-Passenger Four-Wheel Drive SUV, Various Computer Hardware And Software, Fire Proof Storage Cabinet, Receipt Printer And Archiving Digitalization Of Record Improvements.	\$121,463	\$115,185	\$6,278	5 years
TOTALS	<u>\$2,225,000</u>	<u>\$2,110,000</u>	<u>\$115,000</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,110,000.

(c) The aggregate estimated cost of said improvements or purposes is \$2,225,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the aggregate down payment available for said purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the Township and available for public inspection and hereby approved.

**SECTION 4.** In the event the United States of America, the State of New Jersey, and/or the County of Cape May make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Cape May. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Cape May shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, is on file in the Office of the Clerk of the Township and is available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

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

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 6.99 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,110,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$371,175 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described

**SECTION 8.** The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The Township Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Township Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this bond ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Adopted on First Reading  
Dated: April 4, 2016

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

Adopted on Second Reading  
Dated: April 18, 2016

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

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

\_\_\_\_\_  
Julie A Picard,  
Clerk of the Township of Lower

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

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

Register Report - Month To Date  
3/1/2016 through 3/31/2016

3/31/2016

Page 1

Account	Description	Memo	Category	Amount
	<b>INCOME</b>			<b>7,184.00</b>
	Campgrounds & Trailers			6,304.00
	Liquor Licenses			200.00
	Rental Merc 2014-2015			75.00
	Street Openings			550.00
	Yard Sales			55.00
	<b>EXPENSES</b>			<b>1,475.00</b>
	Rental Merc 2016-2017			1,475.00
	<b>TRANSFERS</b>			<b>-8,659.00</b>
	Council Checking			-8,659.00
		<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: 03/01/2016 To 03/31/2016

April 06 , 2016 12:25:03PM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$807,225.00	Cubic Footage:	167167 Cu.ft	Permit Issued:	140
Cost Of Alteration:	\$1,749,008.00	Square Footage:	9734 Sq.ft	Updates Issued:	13
Cost Of Demolition:	\$1,700.00			All Fees Waived:	0
Total Cost:	\$2,557,933.00			Municipal Fees Waived:	1

<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:	\$22,364.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$22,364.00
Electrical:	\$16,149.00	Electrical:	\$0.00	Electrical:	\$116.00	Electrical Fees:	\$16,033.00
Fire :	\$3,683.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$3,683.00
Plumbing:	\$4,871.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$4,871.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$116.00	Technical Fees:	\$46,951.00

<b><u>DCA</u></b>	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$621.00	\$0.00	\$621.00
Alteration Training Fee:	\$3,318.00	\$0.00	\$3,318.00
DCA Minimum Fee:	\$11.00	\$0.00	\$11.00
Sub total Training Fee:	\$3,950.00	\$0.00	\$3,950.00

**TECHNICAL ISSUES**

Building Technical:	95
Electrical Technical:	105
Fire Protection Technical:	42
Plumbing Technical:	52
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$1,065.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$1,065.00

**CERTIFICATE ISSUES**

Certificate of Occupancy:	2
Certificate of Approval:	72
Certificate of Continued Occupancy:	1

PERMIT FEES:	\$46,951.00
DCA FEES:	\$3,950.00
CERTIFICATE FEES:	\$1,065.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$51,966.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$151.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$52,167.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 03/01/2016 To 03/31/2016

April 6, 2016 12:25:36PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$988.00	\$51,028.00	\$0.00	\$52,016.00
CCO FEES	Sub Totals:	\$151.00	\$0.00	\$0.00	\$151.00
DUMPSTER	Sub Totals:	\$10.00	\$0.00	\$0.00	\$10.00
LICENSE FEES	Sub Totals:	\$0.00	\$400.00	\$0.00	\$400.00
<b>GRAND TOTALS:</b>		\$1,149.00	\$51,428.00	\$0.00	\$52,577.00

**Construction Permit Activity Report**

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$161,000.00	Cubic Footage:	7368 Cu.ft	Permit Issued:	16
Cost Of Alteration:	\$95,924.00	Square Footage:	636 Sq.ft	Updates Issued:	1
Cost Of Demolition:	\$0.00			All Fees Waived:	0
Total Cost:	\$256,924.00			Municipal Fees Waived:	0

**PERMIT FEES**

**ADMIN FEES**

**WAIVED FEES**

**TOTAL FEES**

Building:	\$2,040.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$2,040.00
Electrical:	\$1,014.00	Electrical:	\$0.00	Electrical:	\$0.00	Electrical Fees:	\$1,014.00
Fire :	\$98.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$98.00
Plumbing:	\$242.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$242.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$0.00	Technical Fees:	\$3,394.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$28.00	\$0.00	\$28.00
Alteration Training Fee:	\$183.00	\$0.00	\$183.00
DCA Minimum Fee:	\$1.00	\$0.00	\$1.00
Sub total Training Fee:	\$212.00	\$0.00	\$212.00

**TECHNICAL ISSUES**

Building Technical:	14
Electrical Technical:	7
Fire Protection Technical:	1
Plumbing Technical:	2
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$113.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$113.00

**CERTIFICATE ISSUES**

Certificate of Occupancy:	1
Certificate of Approval:	5
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$3,394.00
FEES:	\$212.00
CERTIFICATE FEES:	\$113.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$3,719.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$3,719.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 03/01/2016 To 03/31/2016

April 6, 2016 12:38:52PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$68.00	\$3,651.00	\$0.00	\$3,719.00
BOUNCED CHECK	Sub Totals:	\$0.00	\$20.00	\$0.00	\$20.00
HOMEOWNER LICENSE	Sub Totals:	\$0.00	\$50.00	\$0.00	\$50.00
<b>GRAND TOTALS:</b>		\$68.00	\$3,721.00	\$0.00	\$3,789.00





## Lower Township Police Department Monthly Activity Report

2016

	March	Total:
<b>General Complaints and Service Calls (Total)</b>	4753	12982
<b>Aggravated Assaults</b>	0	1
<b>Animal Control Complaints</b>	28	62
<b>Arson</b>	0	0
<b>Assaults</b>	4	15
<b>Assaults on Police Officers (UCR Report Return "A")</b>	0	2
<b>Bias Incidents</b>	0	0
<b>Burglaries</b>	6	23
<b>Community Policing Services</b>	381	1036
<b>Criminal Mischief Complaints</b>	8	39
<b>Death Investigations</b>	2	10
<b>Disorderly Conduct Complaints</b>	48	118
<b>Domestic Violence Complaints</b>	25	78
<b>Domestic Violence with Assaults</b>	2	8
<b>Emergency Medical Calls with L. T. Rescue</b>	219	591
<b>Fire Calls &amp; Alarms Police Response (Total)</b>	269	325
<b>Harassment</b>	18	58
<b>Local Ordinance Complaints</b>	3	26
<b>Local Ordinance Warnings</b>	1	1
<b>Motor Vehicle Accidents</b>	25	84
<b>Motor Vehicle Stops</b>	444	1063
<b>Motor Vehicle Stops / Summons' Issued</b>	62	153
<b>Narcotics</b>	14	28
<b>Property Checks</b>	2371	6226
<b>Residential and Commercial Alarm Calls</b>	48	167
<b>Robbery</b>	1	3
<b>Thefts</b>	20	60
<b>Traffic Summons Issued</b>	104	269
<b>Traffic Warnings</b>	16	31
<b>Weapons Offenses</b>	2	6
<b>Adult Arrests (UCR Report Return "A")</b>	46	92
<b>Juvenile Arrests (UCR Report Return "A")</b>	4	17
<b>D.W.I. Arrests (UCR Report JV &amp; Adult Arrests Combined)</b>	7	11
<b>Drug Possession Arrests (UCR Report JV &amp; Adult Arrests Combined)</b>	7	12
<b>Investigation Reports Completed</b>	77	248
<b>Supplemental Investigation Reports Completed</b>	44	111
<b>Total Value Property Stolen (UCR Report Return "A")</b>	\$ 12,945.00	\$ 63,815.00
<b>Total Value Property Recovered (UCR Report Return "A")</b>	\$ 1,160.00	\$ 1,308.00



## Lower Township Police Department Monthly Activity Report

2016

	March	Total:
<b>Man Power Loss in Hours</b>		
<b>Union</b>	0.00	0
<b>Suspended</b>	0.00	0
(V) <b>Vacation</b>	723.00	1972
(P) <b>Personal</b>	140.00	287.5
(C) <b>Used Comp Hours</b>	16.00	94.5
(S) <b>Sick Hours</b>	298.00	894
(WC) <b>Injury Hours</b>	192.00	496
Schedule Soft <b>Training Hours</b>	996.00	1564
(M) <b>Military Training</b>	228.00	587.5
<b>Police Department Overtime in Hours</b>		
(K= Patrol) <b>Operations Overtime</b>	80.75	169
(CE = Patrol) <b>Operations Comp Time</b>	594.00	763.88
( K = Detective ) <b>Investigation Division Overtime</b>	92.50	161.5
( CE= Detective ) <b>Investigation Division Comp Time</b>	33.75	66.75
(COT) <b>Court Overtime</b>	17.50	53.5
(CCE) <b>Court Comp Time</b>	9.00	22.5
(H) <b>Holiday Overtime</b>	84.00	410.5
(HCE) <b>Holiday Comp Time</b>	27.50	110
<b>Government/Grant Funding Overtime in Hours</b>		0
(CIOT) <b>Click It or Ticket</b>	0	0
(COPS) <b>Cops n Shops</b>	0	0
<b>JV Curfew</b>	0	0
(DDEF / DSGP) <b>DWI Grants</b>	0	0
<b>Other</b>	0	0
<b>Private Funding Overtime in Hours</b>		0
(OSC) <b>Special Detail</b>	9.00	34.5

Prepared By:

Chief William Mastriana

*Chief William Mastriana*

Date: 4/11/2016

**2016 CASH RECEIPTS  
MARCH**

Township of Lower  
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
<b>Receipts</b>		
Current year taxes (2016)	749,953.13	14,445,157.63
Prior year taxes (2015)	121,327.24	626,854.90
Arrears (2014)	250.00	2,656.83
Municipal lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty		3,104.92
Tax Search Fees	10.00	10.00
Interest	16,598.22	50,378.97
Advertising/tax sale cost	4,516.04	6,314.72
Municipal Service Fees	35,280.00	38,700.00
Lot clearing	1,435.00	1,435.00
Returned Check Fees	100.00	200.00
Duplicate Bills	70.00	230.00
MUA Charges	39,601.17	40,874.14
MUA Interest	7,147.89	7,516.61
Trash	8,554.00	15,629.50
<b>TOTAL DEPOSITS</b>	<b>984,842.69</b>	<b>15,239,063.22</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>885,407.81</b>	<b>14,522,571.57</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>99,434.88</b>	716,491.65
<b>TOTAL DEPOSITS</b>	<b>984,842.69</b>	<b>15,239,063.22</b>
NSF Reversals	6,715.90	22,544.57
WIPP NSF Reversals		10,599.14
<b>TOTAL</b>	<b>978,126.79</b>	<b>15,205,919.51</b>

Prepared by Susan Jackson

# 2016 MARCH VITAL STATISTICS

<b>Marriages,Civil Unions</b>	<b>10</b>
<b>Domestic Partners</b>	<b>0</b>
<b>Certified Copies</b>	<b>192</b>
<b>Certified Copies EDRS</b>	<b>0</b>
<b>Burial Permits</b>	<b>0</b>
<b>Marriages, Civil Unions State</b>	<b>\$250.00</b>
<b>Domestic Partners State</b>	<b>\$0.00</b>
<b>Marriages, Civil Unions Twp</b>	<b>\$30.00</b>
<b>Domestic Partners Twp</b>	
<b>Certified Copies</b>	<b>\$1,920.00</b>
<b>Certified Copies EDRS</b>	<b>\$0.00</b>
<b>Burial Permits State</b>	<b>\$0.00</b>
<b>Burial Permits Twp</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$2,200.00</b>

# PERSONNEL ACTIONS

## Report for Council Meeting of 04/18/2016

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<u>Department</u>	<u>Name</u>	<u>Eff. Date</u>	<u>Replaces</u>	<u>Action</u>	<u>Title</u>	<u>Budgeted Item</u>
Public Works	Bailey, Robert	03/31/2016		Retired	Sup. Of Garage Serv.	Yes
Public Works	Bailey, Howard	04/04/2016	Bailey, Robert	promotion	Sup. Of Garage Serv.	Yes
Public Works	Magnavita, Zack	03/04/2016		resigned	Laborer	Yes
Public Works	West, Andrew	03/21/2016	Magnavita, Zack	new hire	Laborer	Yes

Date of report: 04/15/2016

c: Manager  
Clerk  
Payroll  
Asst. Treasurer  
Personnel Director  
Bulletin Board  
File

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

RESOLUTION # 2016-135

TITLE:

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

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

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

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

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

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

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

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

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

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

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

**POSSIBLE LITIGATION**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on April 18, 2016 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 18, 2016.

Julie A Picard, Township Clerk