

## WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

August 19, 2019 - 5:00 P.M.

### Meeting called to order

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

### Work Session

Proclamation – Supporting the Drive Sober or Get Pulled Over 2019 Statewide Crackdown – Mayor Erik Simonsen

### Consent Agenda

Approval of N.J.State Fireman's Association Membership Applications: J. Anderson, K.Hewitt, D.Gery to the Erma Volunteer Fire Co  
Approval of Minutes - August 5, 2019  
Approval of Closed Session Minutes - August 5, 2019  
Res. #2019-256 - Payment of Vouchers \$ 241,798.85  
Res. #2019-257 - Certification to Local Finance Board of Receipt and Review of Audit Sections General Comments and Recommendations  
Res. #2019-258 - Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Drive Sober or Get Pulled Over \$5,500)  
Res. #2019-259 - Authorizing the Payout of Terminal Leave (L.Milbrandt \$30,230.78)  
Res. #2019-260 - A Resolution Amending Resolution #2018-364; Cops In Shops Summer Shore Initiative 2019 to Include the Grant Award Amount of \$2,640.00  
Res. #2019-261- A Resolution in Support of the Cape May County Sheriff's Office Commitment to Upholding Public Safety in Cape May County  
Res. #2019-262 - A Resolution Requesting Release of Revegetation and Restoration Guarantee for Dune Site Plan; Block 115, Lot 3; Escrow #P-11-06-01 (\$1,000)  
Res. #2019-263 - Authorization for the Payout of Accumulated Compensatory Time (S.Flincroft \$2,907.13)  
Res. #2019-264 - A Resolution Requesting Release of A Demolition Bond for Block 91, Lot 65 (N.Howard \$500.)  
Res. #2019-265 - Authorization for Refund of Taxes (6 properties)  
Res. #2019-266 - A Resolution Approving An Agreement Between the Township of Lower and William Mastriana, Lower Township Chief of Police  
Res. #2019-267 - Approving a Professional Service Contract With DeBlasio and Associates for Professional Engineering Services for the 2019 Road Program; Section 1: Arizona Avenue, Capital Lane, Republic Lane, Union Lane, Federal Lane, States Avenue; and Section 2: Kechemeche Street, Pakahake Street, Pontaxit Avenue, Mathemek Street (\$90,000)  
Res. #2019-268 - Approving a Professional Service Contract with Mott MacDonald for Professional Engineering Services for Application Assistance on the Small Cities CDBG 2020 Grant Application; ADA Improvements at Rotary Park (3,800)  
Ordinance #2019-13; An Ordinance Authorizing the Execution of a Financial Agreement Between the Township of Lower and the County of Cape May Pursuant to the New Jersey Long Term Tax Exemption Law for the Property Identified as Block 410.01, Lot 36.01, Also Known as the Cape May County Tech Village. This is the first reading of this Ordinance. The second reading and public hearing for this Ordinance has been scheduled for September 4<sup>th</sup>.

### Regular Agenda

Ordinance #2019-12; An Ordinance Authorizing the Township of Lower to Grant a Utility Easement to the Lower Township Municipal Utilities Authority for the Purposes of Constructing a Vacuum Sewer Station in Furtherance of the Current Sewer Expansion Project Over A Portion of Cresse Lane. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

### Manager's Report

### Engineer's Report

### Administrative Reports

Monthly Reports - Clerk, Construction, Dog, Fire, Tax, Vital Statistics

### Council Comments

### Call to the Public

### Adjournment

# Proclamation

## Supporting the *Drive Sober or Get Pulled Over 2019 Statewide Crackdown*

**Whereas**, approximately one-third of all fatal traffic crashes in the United States involve impaired drivers; and

**Whereas**, impaired driving crashes killed 10,874 people in the United States in 2017; and

**Whereas**, impaired driving crashes cost the United States almost \$44 Billion a year; and

**Whereas**, during the past five years New Jersey's roadways experienced 36,778 crashes and 679 fatalities involving impaired drivers; and

**Whereas**, an enforcement crackdown is planned to combat impaired driving; and

**Whereas**, the summer season and the Labor Day holiday in particular are traditionally times of social gatherings which include alcohol; and

**Whereas**, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the *Drive Sober or Get Pulled Over 2019 Statewide Crackdown*; and

**Whereas**, the project will involve increased impaired driving enforcement from August 16 through September 2, 2019; and

**Whereas**, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

**NOW, THEREFORE, BE IT RESOLVED** that Lower Township declares our support for the *Drive Sober or Get Pulled Over 2019 Statewide Crackdown* from August 16 through September 2, 2019 and pledges to increase awareness of the dangers of drinking and driving.

Signed and Sealed this 19<sup>th</sup> day of August, 2019

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Erik Simonsen, Mayor

## COUNCIL MEETING MINUTES –August 5, 2019

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on August 5, 2019 at 5:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad  
Councilmember David Perry  
Councilmember Roland Roy, Jr.  
Deputy Mayor Frank Sippel  
Mayor Erik Simonsen

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

### Work Session

Proclamation - Sergeant Ed Edwards – Mayor Erik Simonsen

Mayor Simonsen read a proclamation honoring Sergeant Ed Edwards for 25 years of service to the Lower Township Police Department.

Chief Mastriana congratulated Ed on his retirement; thanked him for his service to the Police Department; and presented him with a plaque in recognition of 25 years of dedicated service to the citizens of Lower Township.

Swearing In – Sergeant Robert Hartman Jr. – Mayor Erik Simonsen

Mayor Simonsen administered the oath of office to Sergeant Robert Hartman Jr. while his daughters, Desiree and Erica Hartman, held the Bible. His father, retired Lower Township Police Sergeant First Class, Robert Hartman Sr., pinned his badge.

Chief Mastriana offered congratulations to Sergeant Hartman.

### Consent Agenda

Approval of Minutes - July 15, 2019

Approval of Closed Session Minutes - July 15, 2019

Res. #2019-243 Payment of Vouchers \$ 1,394,857.78

Res. #2019-244 Appointment to the Planning Board – Regular Member (R.Crompton moved from Alt to Reg member)

Res. #2019-245 Appointment to the Planning Board (S.Supplee Alt #1)

Res. #2019-246 Authorizing a Professional Service Contract with Blauer Associates for the Application Submission and Administrative Work, if needed, for an ADA Compliance Project for Rotary Park (not to exceed \$17,500)

Res. #2019-247 Approval for a Public Facilities Grant Application in the Amount of \$400,000 for Rotary Park ADA Improvements

Res. #2019-248 Authorization for Refund of Taxes (5 properties)

Res. #2019-249 Authorizing Payout of Terminal Leave (E.Edwards \$18,875.36)

Res. #2019-250 Approval for Good Day for a Run/Run the Vineyards – Down the Shore 5k on September 22, 2019

Res. #2019-251 Approving Change Order #1 to Resolution #2018-248; Approving A Professional Service Contract with Mott MacDonald for Professional Engineering Services for the Recreation Center Restrooms Upgrade Project – Construction Phase (\$30,785)

Res. #2019-252 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Gov Deals Online Auction Website (3 vehicles)

Ordinance #2019-12; An Ordinance Authorizing the Township of Lower to Grant a Utility Easement to the Lower Township Municipal Utilities Authority for the Purposes of Constructing a Vacuum Sewer Station in Furtherance of the Current Sewer Expansion Project Over A Portion of Cresse Lane. This is the first reading of this Ordinance. The second reading and public hearing for this Ordinance has been scheduled for August 19<sup>th</sup>.

On the Consent:

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

**Regular Agenda**

Ordinance #2019-11; An Ordinance of the Township of Lower Vacating, Surrendering and Extinguishing the Public Rights of a Portion of Cedar Avenue - This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

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

Res. #2019-253 A Resolution Approving a Shared Service Agreement Between the Township of Lower and the Lower Cape May Regional School District to Permit the Lower Cape May Regional School District to Oversee and Manage the Township of Lower Recreation Department's Seventh and Eighth Grade Football Team

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

Res. #2019-254 A Resolution Authorizing the Placement of a Non-Binding Referendum on the November 5, 2019 General Election Ballot to Ascertain Whether the Voters of the Township of Lower Support the Construction of a State of the Art Aquatic Center at the Cape May County Airport

Bill Greenfield, Villas, asked about monetary changes to the original proposal.  
 Manager Ridgway explained the modifications that reduced the cost from the original proposal  
 Mr. Greenfield voiced concern about additional costs/ change-orders.  
 Councilmember Perry validated the change-orders to Roseann Avenue.  
 A brief exchange occurred with Mayor Simonsen and Council.  
 At the request of Mr. Greenfield, Clerk Picard read the proposed question and interpretive statement.

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

**Manager's Report**

Manager Ridgway gave an update on the bond sale and commended the financial team for an excellent bond rating.

**Administrative Reports**

Tax - Certification of Mailing of Tax Bills  
 Finance - 2<sup>nd</sup> Qtr Report & June, 2019

**Council Comments**

Councilmember Conrad thanked all emergency responders for their dedicated service during the heat of the summer. He commented on the Coombs/Douglass Memorial Bayfront Run, the Summer Concert Series and the benches along the bay.

Councilmember Perry gave an update on the beach access improvements.

Councilmember Roy – no comments

Deputy Mayor Sippel commented on the aquatic center and his belief that the voters should have a voice.

Mayor Simonsen voiced favor with the timing of the aquatic center due to the township's financial state. He commended and thanked the Police Department and all parties involved in the Police Youth Camp and announced National Night Out, the Summer Concert Series, and the free lunch program at the Lower Library.

**Call to the Public**

Mary Foster, 6 Clear Water Drive, voiced concern about several matters still unfinished on Roseann Ave. Manager Ridgway addressed Ms. Foster's concerns.

Stephen Foster, 6 Clear Water Drive, asked about Phase III of Roseann Avenue. Councilmember Perry assured Mr. Foster that the project will be completed to Bayshore Road. Mr. Foster voiced concern about his property value. Manager Ridgway pointed out other factors including flood insurance and real estate comps. Councilmember Perry assured that the goal is to make the property aesthetically pleasing.

Ray Flickinger, 1700 Washington Blvd, voiced favor with the news about the beach access permit and thanked the Recreation Department for maintaining the sidewalk. He also made suggestions for improvements to the Coombs/Douglass Memorial Bayfront Run. Manager Ridgway communicated his expectations for the future of the Bayfront Run.

**Closed Session**

Res. #2019-255 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Contract /Negotiations Update**

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

Council adjourned to Closed Session at: 5:53 pm

Council returned to Open Session at: 6:11 pm

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Roy. Motion to adjourn was unanimous. Meeting adjourned at 6:12 p.m.

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Mayor

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

Approved:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01208 DRAIN DOCTOR*	19-02037	07/16/19	EMERGENCY WORK-SEWER BACK UP	Open	285.00	0.00		
01239 DIANA L DeNOTE	19-02226	08/06/19	COONTRACTUAL REIMBURSEMENT M	Open	135.58	0.00		
01310 JLP INTL INC*	19-01542	05/31/19	WEIGHT ROOM MAINTENANCE	Open	1,214.10	0.00		
01590 FORD, SCOTT & ASSOCIATES*	19-01900	07/01/19	C/O 1 BOND SERVICES RES 19-219	Open	9,300.00	0.00		
01649 GARDEN STATE HWY PRODUCTS, INC*	19-01829	06/26/19	SIGNS PEDSTRAIN	Open	2,465.00	0.00		
01703 HARBOR SALES COMPANY*	19-02048	07/17/19	VINYL FOR SIGNS	Open	1,119.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ	19-02228	08/06/19	7/11/19 RESOLUTIONS CONCERNING	Open	300.00	0.00		
01807 MARLIN HEDUM	19-02281	08/15/19	CONTRACTUAL REIMBURSEMENT M	Open	277.93	0.00		
	19-02282	08/15/19	CONTRACTUAL REIMBURSEMENT M/V	Open	290.00	0.00		
	19-02283	08/15/19	CONTRACTUAL REIMBURSEMENT V	Open	235.00	0.00		
					802.93			
02025 HUNTER JERSEY PETERBILT*	19-01868	06/27/19	PARTS FOR TRUCKS	Open	192.26	0.00		
02027 JESCO INC*	19-02064	07/23/19	PARTS FOR RECYCLING TRUCK	Open	101.50	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	19-01962	07/09/19	PARTS FOR VEHICLES/OCT.	Open	858.12	0.00		
02189 KNOX ASSOCIATES, INC*	19-01952	07/09/19	KNOX BOX FISHING CREEK	Open	352.00	0.00		
02223 LANDSMAN UNIFORMS*	19-01552	05/31/19	UNIFORMS	Open	718.20	0.00		
02247 LAWSON PRODUCTS, INC.*	19-02030	07/16/19	SUPPLIES FOR DPW GARAGE/JULY	Open	699.71	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	19-02113	07/25/19	MAY, 2019 LUNCHEON	Open	40.00	0.00		
02418 MAJESTIC SEWER AND DRAIN*	19-02271	08/13/19	8/1/19 MENS ROOM CLOGGED POOL	Open	125.00	0.00		
02658 McELWEE & QUINN, LLC*	19-02110	07/25/19	\$7.45M BOND SALE 7/30/19	Open	1,200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02725 THOMAS MILLS	19-02198	08/02/19	INSPECTION 30 CLIFFSIDE RD	Open	28.23	0.00		
02775 BARBARA MOORE	19-02247	08/09/19	CONTRACTUAL REIMBURSEMENT M	Open	830.00	0.00		
03052 NATIONAL FIRE PROTECTION ASSN*	19-02082	07/23/19	NATIONAL FIRE CODES SUBSCRIPT	Open	1,525.50	0.00		
03158 NYSCA*	19-02141	07/29/19	FOOTBALL COACHES RENEWAL	Open	80.00	0.00		
03172 OFFICE BUSINESS SYSTEMS INC*	19-02133	07/26/19	FTR CONTRACT 9/19-9/20	Open	941.00	0.00		
	19-02145	07/29/19	20" GOOSENECK MICROPHONE	Open	323.00	0.00		
					1,264.00			
03280 PARAMOUNT SANITARY SUPPLY*	19-02001	07/10/19	CLEANING SUPPLIES/BUILDINGS	Open	1,730.25	0.00		
03305 PEDRONI FUEL*	19-02263	08/12/19	NO LEAD GAS	Open	313.86	0.00		
03365 LYNN JEFFERIS	19-02225	08/06/19	CONTRACTUAL REIMBURSMENT MV	Open	239.92	0.00		
03466 R & R SPECIALTIES	19-02254	08/12/19	ETCHED PLAQUE WOLTJEN HENNESSY	Open	270.00	0.00		
03518 RIGGINS, INC.*	19-02193	08/02/19	OFF HIGHWAY DIESEL	Open	218.58	0.00		
	19-02287	08/15/19	OFF HIGHWAY DIESEL	Open	569.16	0.00		
					787.74			
03537 RUTGERS, THE STATE UNIVERSITY*	19-02118	07/25/19	FINANCIAL MANAGEMENT COURSES	Open	1,662.00	0.00		
03607 SEASHORE FOOD SUPPLY*	19-02230	08/06/19	8/4 FOOD SUPPLIES FOR BAYRUN	Open	1,308.26	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	19-01288	05/02/19	TIRES/RDS/SANT/RECY/DPW/JULY	Open	4,420.56	0.00		
03757 ROBERT THOMAS	19-02284	08/15/19	CONTRACTUAL REIMBURSEMENT V	Open	345.00	0.00		
03844 GIACOMO TROMBETTA	19-02227	08/06/19	CONTRACTUAL REIMBURSEMENT M	Open	80.00	0.00		
03915 TURF EQUIPMENT & SUPPLY CO*	19-01291	05/02/19	SUPPLIES FOR MOWERS/JULY	Open	412.28	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03920 RAYMOND GARRISON	19-02224	08/06/19	CONTRACTUAL REIMBURSEMENT V	Open	159.00	0.00		
03985 VILLAS NAPA AUTO PARTS	19-01298	05/02/19	REDS/SANT/RECY/DPW/JULY	Open	1,585.79	0.00		
04097 CINTAS FIRST AID AND SAFETY*	19-02242	08/08/19		Open	42.82	0.00		
	19-02245	08/08/19	CINTAS SERVICE	Open	<u>35.13</u>	0.00		
					77.95			
04158 HUFFMAN'S FLOOR COVERING*	19-01928	07/03/19	CLERKS OFFICE CARPET	Open	4,450.80	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	19-02246	08/08/19	DOG DAMAGE JULY 2019	Open	93.00	0.00		
04504 MEDIA FIVE LTD*	19-00974	03/29/19	RES 19-66 CONCERT SERIES BANDS	Open	3,500.00	0.00		
05083 SJSORE MARKETING LIMITED	19-02062	07/19/19	REGISTRATION FORMS -SPORTS	Open	1,076.81	0.00		
6071 UNITED UNIFORMS LIMITED LIAB*	19-01911	07/02/19	SHIRTS - DONOHUE OEM	Open	90.00	0.00		
7119 ENGINEERING DESIGN ASSOC*	18-03249	12/11/18	VILLAGE ROAD PROJ RES 2018-361	Open	1,221.90	0.00		B
	19-00359	01/30/19	RES 18-326 SCHELLENGERS LNDG	Open	4,736.25	0.00		B
	19-01880	06/28/19	SURVEY OF CLOVERDALE AVE	Open	<u>750.00</u>	0.00		
					6,708.15			
7195 PHOENIX ADVISORS, LLC*	19-01793	06/18/19	PROF SVCS-2019 BOND SALE	Open	13,425.00	0.00		
7233 BARBARA HOWELL	19-02203	08/05/19	NNO PONIES	Open	450.00	0.00		
7310 CORELOGIC REAL ESTATE TAX SER	19-02273	08/13/19	REFUND TAXES B 81.02 L 27	Open	416.89	0.00		
7354 FLEETPRIDE INC.*	19-02262	08/12/19	SUPPLIES FOR TRUCKS/DPW	Open	1,323.97	0.00		
7362 NEOPOST USA INC.	19-01878	06/28/19	POSTAGE MACHINE SUPPLIES	Open	217.00	0.00		
7475 SUZANNE M SCHEID	19-02240	08/08/19	CONTRACTUAL REIMBURSEMENT M	Open	34.01	0.00		
7478 WINDSTREAM COMMUNICATION INC*	19-02201	08/02/19	7/29/19 PHONE SERVICE	Open	3,055.46	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7507 STEFANKIEWICZ &amp; BELASCO LLC</b>								
	19-00047	01/04/19	DNE \$97,000 EXPENSES	Open	5,850.00	0.00		
<b>7508 BLANEY &amp; KARAVAN PC*</b>								
	19-00048	01/04/19	LABOR ATT RES#2019-02 DNE 40K	Open	1,400.00	0.00		B
<b>7576 ROBERT THOMPSON JR.</b>								
	19-02223	08/06/19	CONTRACTUAL REIMBURSEMENT M	Open	328.76	0.00		
<b>7636 MOTT MACDONALD LLC*</b>								
	18-01334	05/14/18	18-164 ROSEANN/BAYSHORE C/O 6	Open	34,821.77	0.00		B
	18-01691	06/11/18	18-19 ROSEANNE PHASE III	Open	12,265.40	0.00		B
	19-00667	03/05/19	UPDATE STORMWATER PLAN	Open	5,670.00	0.00		B
	19-01260	05/02/19	CHANGE ORDER #1	Open	1,109.25	0.00		B
	19-01269	05/02/19	ROSEANN AVE PHASE 3	Open	603.00	0.00		B
	19-01271	05/02/19	19-156 C/O 1 ROSEANNE PHSE III	Open	2,700.00	0.00		
	19-01699	06/07/19	C/O 2 RES 19-205 ROSEANN IMPR	Open	18,780.64	0.00		B
	19-02298	08/16/19	PROFESSIONAL ENGINEERING	Open	370.38	0.00		
	19-02299	08/16/19	PROFESSIONAL ENGINEERING	Open	827.14	0.00		
	19-02300	08/16/19	PROFESSIONAL ENGINEERING	Open	103.88	0.00		
					<u>77,251.46</u>			
<b>7653 ORIENTAL TRADING COMPANY, INC</b>								
	19-02040	07/16/19	NATIONAL NIGHT OUT	Open	380.47	0.00		PC1
<b>7791 CALIFORNIA CLOSETS INC*</b>								
	19-01757	06/12/19	CLERK'S OFFICE CLOSET	Open	4,748.00	0.00		
<b>7797 THIRSTY WILSON BAND</b>								
	19-02066	07/23/19	NATIONAL NIGHT OUT BAND	Open	700.00	0.00		
<b>7806 ESCAPE THE CAPE</b>								
	19-01852	06/26/19	RETURN OF UNUSED ESCROW	Open	312.68	0.00		
<b>7820 DEBLASIO &amp; ASSOCIATES, P.C*</b>								
	18-02168	08/08/18	ENGINEERING 2018 ROAD PROGRAM	Open	4,145.00	0.00		B
	19-01700	06/07/19	RES 19-206 FY20 NJDOT STATE AP	Open	2,000.00	0.00		
					<u>6,145.00</u>			
<b>7836 AXON ENTERPRISE, INC*</b>								
	19-02041	07/16/19	TASER BATTERIES	Open	713.90	0.00		
<b>7896 CMC COURT ADMINISTRATORS ASSOC</b>								
	19-02144	07/29/19		Open	100.00	0.00		
<b>7928 ANDERSON ENTERTAINMENT MGMT</b>								
	19-00976	03/29/19	RES 19-66 CONCERT SERIES-BANDS	Open	2,800.00	0.00		
<b>7929 AMAZON CAPITAL SERVICES, INC</b>								
	19-02235	08/07/19	RAGS FOR GARAGE	Open	179.70	0.00		
<b>7943 ERNEST A &amp; MARCIA H PAULUS</b>								
	19-02297	08/16/19	HOMESTEAD B 352.02 L1	Open	109.80	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8035 LANGUAGE LINE SERVICES INC	19-02061	07/19/19	PHONE INTERPRETATION	Open	17.07	0.00		
8081 UGI ENERGY SERVICES	19-02200	08/02/19	NATURAL GAS 6/19-7/18/19	Open	120.30	0.00		
8096 4IMPRINT, INC	19-02047	07/17/19	CLOSED BACK TABLE THROW	Open	163.36	0.00		
8112 1000BULBS.COM	19-02065	07/23/19	BULBS AND BALLASTS	Open	733.56	0.00		
8130 MUNIHUB	19-02165	07/31/19	BOND SALE-ELECTRONIC POSTING	Open	500.00	0.00		
8131 DOCUVAULT SECURE SHREDDING LLC	19-02199	08/02/19	7/25/19 SHREDDING	Open	96.00	0.00		
8133 CHRIS LIZZI	19-02194	08/02/19	RETURN ESCROW B 148 L 1.01	Open	306.00	0.00		
	19-02195	08/02/19	RETURN ESCROW B148 L 2.01	Open	148.10	0.00		
	19-02196	08/02/19	RETURN ESCROW B148 L 2.02	Open	148.10	0.00		
					602.20			
8134 PM PROPERTIES MANAGEMENT CORP	19-02197	08/02/19	RETURN ESCROW B 499.02 L33.16	Open	570.70	0.00		
8136 JOHN MCKEON	19-02253	08/12/19	RETURN ESCROW B 132 L 17	Open	440.55	0.00		
8137 MICHAEL MADER	19-02272	08/13/19	REFUND OVERPAY B 505 L 18.06	Open	2,321.14	0.00		
8138 WKR CONSTRUCTION	19-02275	08/14/19	RELEASE MAINT BOND B753.04 L10	Open	1,650.00	0.00		
	19-02276	08/14/19	RETURN ESCROW B 753.04 L 10	Open	224.03	0.00		
					1,874.03			
8139 KEVIN RABE	19-02280	08/15/19	8/14/19 REFUND B 378 L 43	Open	3,698.83	0.00		
8140 NANCY HOWARD	19-02286	08/15/19	RELEASE DEMO BOND B 91 L 65	Open	500.00	0.00		
8141 CAPE REALTY ADVISORS LLC	19-02285	08/15/19	RETURN ESCROW B495.01 L 13.01	Open	3.82	0.00		
8142 FRED BOYLE	19-02296	08/16/19	RETURN ESCROW B 410.01 L36	Open	221.10	0.00		
8211 CONFIRE FIRE PROT SERV LLC*	19-02131	07/26/19	ANNUAL EXTINGUISHER INSPECTION	Open	100.80	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8213 PARTY HOPPERS*								
	19-02205	08/06/19	DUNK TANK RENTAL NNO	Open	300.00	0.00		
ALPHACAR ALPHA CARD SYSTEMS*								
	19-02081	07/23/19	BLANK,PLAIN WHITE PVC CARDS	Open	58.93	0.00		
JUSTF005 SHANNON NAGEL								
	19-02202	08/05/19	NNO - FACE PAINTER	Open	200.00	0.00		
SOURCE SOURCEMEDIA LLC								
	19-02111	07/25/19	\$7.45M BOND SALE 7/30/19	Open	2,205.00	0.00		
<b>Total Purchase Orders: 122 Total P.O. Line Items: 0 Total List Amount: 239,988.85 Total Void Amount: 0.00</b>								

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

RESOLUTION #2019-

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	Description	CK #	Amount
NJ DOT	APPLICATION FEE SCHELLENGERS LANDING	65462	\$1810.00
	TOTAL Manual Checks		\$1810.00
	TOTAL Computer Generated		\$239,988.85
	TOTAL BILL LIST		\$241,798.85

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 AUG 19, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-257

Title: CERTIFICATION TO LOCAL FINANCE BOARD OF RECEIPT AND REVIEW OF AUDIT SECTIONS GENERAL COMMENTS & RECOMMENDATIONS

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2018 has been filed by a Registered Municipal Accountant with the Township Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of new Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

GENERAL COMMENTS RECOMMENDATIONS

WHEREAS, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit and specifically the sections of the Annual Audit entitled:

GENERAL COMMENTS RECOMMENDATIONS

as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director, under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

**CERTIFICAION OF THE GOVERNING BODY OF THE ANNUAL AUDIT  
GROUP AFFIDAVIT FORM**

STATE OF NEW JERSEY  
COUNTY OF CAPE MAY

We, the members of the Lower Township Council, the governing body of the Township of Lower, County of Cape May, State of New Jersey, being dully sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of Lower in the County of Cape May
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2018
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations"

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

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

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

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

\_\_\_\_\_  
Rolland Roy, Jr., Councilmember

Sworn and subscribed before me this  
19<sup>th</sup> day of August, 2019

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

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

\_\_\_\_\_  
(609) 886-2005

**TOWNSHIP OF LOWER  
COUNTY OF CAPE MAY  
CORRECTIVE ACTION PLAN:                    2018 AUDIT RECOMMENDATIONS**

**Prior Year Audit Findings (2017)**

**THERE WERE NO AUDIT RECOMMENDATIONS IN 2017**

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

**TOWNSHIP OF LOWER  
COUNTY OF CAPE MAY  
CORRECTIVE ACTION PLAN:                    2018 AUDIT RECOMMENDATIONS**

**Current Year Audit Findings (2018)**

**THERE WERE NO AUDIT RECOMMENDATIONS IN 2018.**

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

RESOLUTION #2019-258

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,500.00 for an item of revenue in the budget of the year 2019 as follows:

Miscellaneous Revenues –  
 Revenue Offset with Appropriations - **Drive Sober or Get Pulled Over**  
 Total with increase to be \$ 5,500.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,500.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
 Public & Private Programs Offset by Revenues - **Drive Sober or Get Pulled Over**  
 State/Federal Share \$ 5,500.00  
 Non State Share \$  
 Total with increase to be \$ 5,500.00

FURTHER RESOLVED that a certified copy of this Resolution shall be electronically filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

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

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

RESOLUTION #2019-259

Title: AUTHORIZING THE PAYOUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated vacation, sick and compensatory and personal time; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature \_\_\_\_\_ that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Laura Milbrandt in the amount of \$ 30,230.78 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

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

TOWNSHIP OF LOWER  
 RETIREMENT PAYOUT ANALYSIS  
 DATE:

EMPLOYEE: Milbrandt, Laura  
 DATE OF RESIGNATION: 2/1/2019  
 DATE OF PAYMENT: \_\_\_\_\_  
 RESOLUTION #: \_\_\_\_\_

Annual Salary:	\$70,358.09
Hourly Rate:	\$38.66
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	38.66	0.00
Personal	25.75	38.66	995.45
Sick	551.00	38.66	21,300.72
Vacation	205.25	38.66	7,934.61
	782.00		
<b>Terminal Leave Payout</b>			<b>\$30,230.78</b>

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)	
	Carryover	Annual	26weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp				0.00		0.00	
Personal	11.75	28.00	0.50	14.00	0.00	25.75	contract max 840 hours
Sick	616.00	105.00	0.50	52.50	21.25	551.00	
Vacation	156.75	175.00	0.50	87.50	39.00	205.25	
<b>Total</b>	<b>784.50</b>	<b>308.00</b>	<b>1.50</b>	<b>154.00</b>	<b>60.25</b>	<b>782.00</b>	

Accrual and time used are current to 06/30/19 subject to change if time is used or not currently reported.

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

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

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

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

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

RESOLUTION #2019-260

Title: A RESOLUTION AMENDING RESOLUTION #2018-364; COPS IN SHOPS SUMMER SHORE INITIATIVE 2019 TO INCLUDE THE GRANT AWARD AMOUNT OF \$2,640.

WHEREAS, the Township of Lower applied for and obtained a grant from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control in the amount of \$2,640.00 to run the Cops in Shops Summer Shore Initiative 2019 via Resolution #2018-364 adopted on December 3, 2018.

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

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

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

\_\_\_\_\_  
William Mastriana, Chief of Police

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

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

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

RESOLUTION #2019-261

Title: A RESOLUTION IN SUPPORT OF THE CAPE MAY COUNTY SHERIFF'S OFFICE COMMITMENT TO UPHOLDING PUBLIC SAFETY IN CAPE MAY COUNTY

**WHEREAS,** The United States Department of Homeland Security Immigration and Customs Enforcement (ICE) added Section 287(g) to the Immigration and Nationality Act to enable it to create partnerships with state and local law enforcement agencies for the purpose of enhancing safety and security of communities (287(g) Program); and

**WHEREAS,** in 2017, former Cape May County Sheriff, Gary Schaeffer, entered into a Memorandum of Agreement to partner with ICE to implement the 287(g) program, Jail Enforcement Model, in the Cape May County Correctional Facility for the purpose of enhancing safety and security in Cape May County; and

**WHEREAS,** Cape May County Sheriff Robert Nolan, is the Chief Law Enforcement Officer in Cape May County and swore an oath to uphold public safety by promoting, protecting, preserving and enhancing safety and security in our community; and

**WHEREAS,** Sheriff Nolan determined that the 287(g) Program is a force multiplier in the identification and detention of noncitizen individuals who are incarcerated for high-risk criminal charges or convictions; and

**WHEREAS,** Sheriff Nolan determined that the 287(g) Program promotes, protects, preserves and enhances safety and security in Cape May County; and

**WHEREAS,** Sheriff Nolan determined that the 287(g) Program does not infringe upon civil rights and/or liberties and has safeguards in place to protect against racial or ethnic profiling; and

**WHEREAS,** Sheriff Nolan entered into an agreement with ICE to extend the 287(g) Program for another 10 years.

**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 hereby supports Sheriff Robert Nolan's commitment to public safety and security in Cape May County through execution of an agreement with ICE to continue the 287(g) Program at the Cape May County Correctional Facility.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-262

Title: A RESOLUTION REQUESTING RELEASE OF REVEGETATION AND RESTORATION GUARANTEE FOR DUNE SITE PLAN; BLOCK 115, LOT 3; ESCROW #P11-06-01

WHEREAS, Lawrence S. Wind and Barbara M. Wind posted a bond for the revegetation and restoration of dune grass with the Township of Lower, in the amount of \$1,000.00; and

WHEREAS, the Township Planning Director recommends that the required restoration and revegetation of dune grass has been properly completed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Guarantee be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$1,000.00 plus any accrued interest for payment of the above released Guarantee.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Erik Simonsen &  
Council members

FROM: William J. Galestok, PP,AICP  
Director of Planning

DATE: August 12, 2019

RE: Release of Bond for Restoration  
and Revegetation of Dune Grass;  
Block 115, Lot 3  
Escrow #P11-06-01  
Resolution #2019-262

Lawrence S. Wind & Barbara M. Wind posted a bond for the restoration and revegetation of Dune grass, on November 11, 2011 per Planning Board Resolution #13-20. A site inspection by the Planning Director on August 6, 2019 revealed that all the required work was complete. Therefore, I recommend return of the above referenced bond for revegetation of dune grass by Township Council.

Thank you.

c: Julie Picard, Township Clerk

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

RESOLUTION # 2019-263

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Stephen Flitcroft in the amount of \$2,907.13 is authorized and chargeable to the 2019 Budget account 9-01-25-240-123.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

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

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Mastriana  
FROM: Ptlm. Flitcroft  
DATE: 07/29/2019  
SUBJECT: Compensation time, cash out.

Sir,

I am respectfully requesting to sell back accrued compensation time, totaling 97 hrs.  
Thank you in advance for your consideration in this matter.

Respectfully Submitted,

*Stephen Flitcroft* 189  
Stephen Flitcroft  
Patrolman Badge 189

0 \*  
29.9704 x  
97 =  
2,907.129 \*+  
000.....  
0.000 \*+

C	File	Date	Officer	Comments
		7/31/19	LT. <i>[Signature]</i>	Reviewed FWD to CAP BICORSACK
		7/31/19	MB	Reviewed FWD to Township

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

RESOLUTION #2019-264

Title: A RESOLUTION REQUESTING RELEASE OF A DEMOLITION BOND FOR BLOCK 91, LOT 65

WHEREAS, Nancy Howard posted a Demolition Bond with the Township of Lower, in the amount of \$500.00; and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued August 13, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the demolition bond be and hereby is released.

BE IT FURTHER RESOLVED, that the Township Treasurer is granted permission to issue a check in the amount of \$500.00 plus any accrued interest for payment of the above released demolition bond.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Erik Simonsen &  
Council Members

FROM: William J. Galestok,PP,AICP  
Director of Planning

DATE: August 14, 2019

RE: Release of Demolition Bond  
Nancy Howard  
317 East Delaware Parkway  
Villas, NJ 08251  
Block 91, Lot 65  
Resolution #2019-264

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued August 13, 2019. Thank you.

WJG:las

att.

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

RESOLUTION #2019-265

Title: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
81.02	27	Core Logic 165 E Hudson Ave	100% Exempt Veteran	\$ 416.89
505	18.06	Michael Mader 5 Harvest Court	H/O Paid Erroneously	\$ 2,321.14
378	43	Jeannette Rabe 302 Beechwood Ave	H/O Paid Erroneously	\$ 3,698.83
352.02	1	Ernest Paulus 83 Wildwood Ave	Refund HB – Exempt Veteran	\$ 109.80
410.01	39.15	Core Logic 201 Lennox Ave	100% Exempt as of 5/20/19	\$ 621.05
823.01	3 c0705	Joanne Clarkson 902 Ocean Drive	H/O Paid Erroneously	\$ 1,422.19

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-266

Title: **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND WILLIAM MASTRIANA, LOWER TOWNSHIP CHIEF OF POLICE**

**WHEREAS**, extensive negotiations were conducted by the Township Manager and Labor Counsel with Lower Township Chief of Police William Mastriana; and

**WHEREAS**, the parties have reached an agreement attached hereto as exhibit A; and

**WHEREAS**, the Township Manager and Labor Counsel recommend the Township Council's approval of 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 that the attached Agreement between the Township of Lower and William Mastriana, Lower Township Chief of Police is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor, Township Manager and Township Clerk are hereby authorized and directed to execute the Agreement attached hereto on behalf of the Township.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

Julie A Picard, Township Clerk

**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF LOWER**  
**AND**  
**WILLIAM MASTRIANA**  
**THE CHIEF OF POLICE**  
**OF THE TOWNSHIP OF LOWER**

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**EMPLOYMENT CONTRACT BY AND BETWEEN  
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF  
THE TOWNSHIP OF LOWER**

**THIS AGREEMENT** dated \_\_\_\_\_, 2019 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the "**Township**") and **William Mastriana**, of North Cape May, New Jersey 08204, (herein referred to as "**The Chief**").

**RECITALS**

WHEREAS, William Mastriana is the Chief of Police of Lower Township since \_\_\_\_ and has performed admirably in that position;

WHEREAS, the Township and the Chief wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

**NOW THEREFORE** the parties agree as follows:

**ARTICLE 1**

**EMPLOYMENT:** The Township agrees to employ William Mastriana as the Chief of Police of the Township of Lower Police Department, during good behavior and in accordance with New Jersey State Statute subject to the terms and conditions of employment set forth in this agreement.

**ARTICLE 2**

**MANAGEMENT RIGHTS:** The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

**ARTICLE 3**

**DUTIES AND RESPONSIBILITIES OF THE CHIEF:** The Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statute NJSA 40A:14-118, in compliance with Township ordinances and the regulation and policies established by the New Jersey Attorney General's office. The responsibilities of the Chief shall include, but not be limited to the following:

- A. Conduct and manage the day to day operations of the police department.
- B. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel.
- C. Have exercise and discharge the functions, powers, and duties of the police force.
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- E. Prescribe the duties and assignments of all subordinates and other personnel.
- F. Report at least monthly at the regular meetings of the Township or by any such other forms as the Township shall require as to the operation of the police force during the preceding month.
- G. Report from time to time with the Township Manager and the Mayor regarding the operations of the Police Department.

**ARTICLE 4**

**WORK WEEK:** The position of Chief is a salaried position compensated pursuant to the salary paragraph in this contract.

This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Chief shall work an average of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. All parties endorse a policy of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

**ARTICLE 5**

**SICK LEAVE:** The Chief shall be entitled to utilize accumulated sick leave as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

**ARTICLE 6**

**INJURY LEAVE:** The Chief shall be entitled to injury leave as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

**ARTICLE 7**

**FUNERAL LEAVE:** In the event of the death in the Chief of Police's immediate family, the Chief of Police shall be given five (5) days leave with pay for a family member within the State of New Jersey and seven (7) days leave with pay if not within the State of New Jersey.

Immediate family shall mean spouse, sibling, child or grandchild, parent, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**ARTICLE 8**

**VACATION DAYS:** The Chief shall be entitled to vacation days as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

Additionally, the position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to sell back to the Township two weeks of accumulated vacation. Vacation time carried forward must be used by December 31<sup>st</sup> of the following year.

**ARTICLE 9**

**HOLIDAY TIME:** The Chief shall be entitled to the same holidays as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

**ARTICLE 10**

**PERSONAL DAYS:** The Chief shall be entitled to the same number of personal days as provided for in the 2016-2019 Township Police Superior

Officers' Collective Bargaining Contract.. (Such personal days shall not accumulate from year to year.)

**ARTICLE 11**

**MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:**

1. The Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.
  
2. Upon retirement the Chief of Police shall be entitled to receive retiree health, dental, prescription and eye insurance coverage consistent with the 2016-2019 Township of Lower Police Superior Officers' Collective Bargaining Contract, as though the Chief of Police was a retired member of that unit. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the drug prescription plan as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract, as if the Chief of Police were still living so long as she does not re-marry.
  
3. Upon reaching the age of sixty-five (65) years of age or whenever the retired Employee is first eligible for medicare, the Township shall provide to the Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or whenever the retired Employee is first eligible for medicare as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement.

**ARTICLE 12**

**CLOTHING ALLOWANCE:**

1. The Chief of Police shall not receive a clothing allowance.
  
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

**ARTICLE 13**

**PERSONAL CAR:**

1. Due to the nature of the employment conditions of the Chief of Police, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and limited personal use. The make and model of the automobile shall be determined by the Township however, it shall be a full size four door car and shall be equipped with such safety equipment as needed for police work.
2. The Chief of Police shall be permitted to use the car for his limited personal use within Cape May County. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, in-service training, conferences, and any other traveling needed to carry out the duties of the Chief.
3. The Township shall pay all expenses for the operation and up keep of the automobile such as car insurance, tires, gas, oil changes, etc.
4. The automobile shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

**ARTICLE 14**

**COLLEGE CREDITS:**

The Chief of Police shall no longer be entitled to payment for college credits .

**ARTICLE 15**  
**COMPENSATION:**

During the terms of this Agreement the Chief shall receive the following base wages:

- Effective 01/01/20 – 3.50%
- Effective 01/01/21 – 1.00%
- Effective 01/01/22 – 1.00%

The Chief and the Township agree to discuss the potential for a wage adjustment should there be a merger of police departments or should the Township's Police Department enter into a contract to provide police services to another municipality.

**ARTICLE 16**  
**LONGEVITY PAY INCREASES:**

The Chief of Police is not entitled to Longevity Pay.

**ARTICLE 17**  
**RETIREMENT:**

The Chief shall retain all pension rights under New Jersey Law. Upon retirement, the Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Chief may elect that such payments be made over two (2) budget years prior to the Chief's 25th year of service and/or retirement date. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which had accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or the time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months.

**ARTICLE 18**  
**LEGAL DEFENSE:**

1. The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. A selection of an attorney may be made by the Chief of Police subject to the approval of the Township and such approval shall not be reasonably withheld by the Township. The Township shall similarly be responsible for indemnification and counsel, in connection with all

claims including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement.

2. In the event that the Chief of Police utilizes counsel other than that supplied by the Township, the fees and costs shall be agreed upon by the attorney and the Township prior to the attorney performing such services.

#### **ARTICLE 19**

#### **PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES:**

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the same is approved by the Township Manager in advance. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, shall be paid by the Township, unless otherwise agreed.
2. International Association of Chiefs' of Police Annual Training Conference: The Township agrees to grant paid training time off including travel time, of no more than five (5) days, for the Chief of Police to attend the annual International Association of Chiefs' of Police Training Conference which is held in various states throughout the United States each year. All costs and expenses associated with attendance shall be the responsibility of the Township. However, all costs and expenditures for the same to the extent practicable shall be pre-approved by the Township Manager. Prior to the conference, the Township Manager will establish a maximum per diem rate for meals not to exceed \$100 per day. The Chief will be required to provide receipts for all expenditures.

The Chief of Police shall also be required to provide a written report to the Township Manager, which details the information presented at the conference, including how such information is valuable and useful to the Lower Township Police Department.

3. Membership Dues: The Township also agrees to pay for the Chief of Police's dues for membership in the Cape May County Police Chiefs' Association, the South Jersey Police Chiefs' Association, the New Jersey State Association of Police, the New Jersey F.B.I.

National Academy Associates, and the International Association of Chiefs' of Police. The amount of membership dues shall not exceed the actual cost.

**ARTICLE 20**

**NON-PRECEDENT:** This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees.

**ARTICLE 21**

**CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:**

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract however, the parties agree that unless a benefit is specifically referred to in this agreement, the Chief will not be entitled to the benefit.

**ARTICLE 22**

**ENTIRE AGREEMENT:** This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

In the event of any conflict or dispute, it shall be resolved first through non-binding alternative dispute resolution and if not settled, then through binding arbitration in accordance with the rules of the American Arbitration Association, if requested by the Chief or the Township.

**ARTICLE 23**

**SEPARABILITY AND SAVINGS AND APPLICATION:**

1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be

invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 24**

**TERM:** The term of this Agreement shall commence on January 1, 2020 through December 31, 2022 and thereafter from year to year until otherwise negotiated by the parties. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes. The terms of this Agreement may only be modified by the mutual consent of the parties.

**IN WITNESS THEREOF**, the parties hereto have caused these presents to be properly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY: \_\_\_\_\_  
William Mastriana, Chief of Police

BY: \_\_\_\_\_  
James Ridgeway, Township Manager

BY: \_\_\_\_\_  
Mayor Eric Simonsen

BY: \_\_\_\_\_  
Julie Picard, Township Clerk

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

RESOLUTION #2019-267

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2019 ROAD PROGRAM: SECTION 1: ARIZONA AVENUE, CAPITAL LANE, REPUBLIC LANE, UNION LANE, FEDERAL LANE, STATES AVENUE AND SECTION 2: KEchemeche STREET, PAKAHAKE STREET, PONTAXIT AVENUE, MATHEMEK STREET**

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, DeBlasio & Associates have provided a proposal for professional engineering services including Survey and Base Mapping, Roadway Coring for Pavement Design, Design Plans and Specifications for the 2019 Road Program consisting of the following roads:

**Section 1**

Arizona Avenue – Union Lane to end  
 Capital Lane – Arizona Ave to end  
 Republic Lane – Arizona Ave to end  
 Union Lane – Arizona Ave to end  
 Federal Lane – Arizona Ave to end  
 States Ave – Texas Ave to Municipal Bldg

**Section 2**

Kechemeche Street – Pontaxit Ave to end  
 Pakahake Street – Pontaxit Ave to end  
 Pontaxit Ave – Kechemeche St to Pakahake St  
 Mathemek Street – Kechemeche St to Pakahake St

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:

Appropriation: C-04-55-424-910

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

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

1. The Project Proposal between DeBlasio & Associates in the form attached hereto as EXHIBIT A, for an amount of \$90,000.00 is hereby approved.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

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 August 19, 2019.

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

# DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

August 13, 2019

VIA EMAIL & REGULAR MAIL

Gary Douglass, Superintendent  
Township of Lower Public Works Department  
2600 Bayshore Road  
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ  
2019 Road Program  
D&A File #: LT-C-012**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering services for the **2019 Road Program**. As a follow up to our conversations and meetings, it is our understanding that the **2019 Road Program** shall consist of the following roadways:

**A. Section 1**

1. Arizona Avenue – Union Lane to end
2. Capital Lane – Arizona Avenue to end
3. Republic Lane – Arizona Avenue to end
4. Union Lane – Arizona Avenue to end
5. Federal Lane – Arizona Avenue to end
6. States Avenue – Texas Avenue to Municipal Building

**B. Section 2**

1. Kechemeche Street – Pontaxit Avenue to end
2. Pakahake Street – Pontaxit Avenue to end
3. Pontaxit Avenue – Kechemeche Street to Pakahake Street
4. Mathemek Street – Kechemeche Street to Pakahake Street

➤ <b>Engineering Phase Cost:</b>	<b>\$90,000.00</b>
• Survey and Base Mapping	
• Roadway Coring for Pavement Design	
• Design Plans and Specifications	

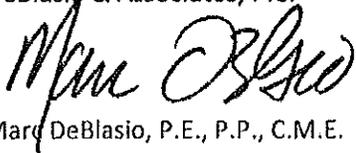
**Total Professional Service Fee      \$90,000.00**

Enclosed please find one (1) copy of the project location map for your reference.

Please note that our proposal does not include construction phase services such as construction observation, contract administration, shop drawing review and project close out.

Upon your authorization, we are prepared to begin work immediately on the Township's **2019 Road Program**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

Very truly yours,  
DeBlasio & Associates, P.C.

A handwritten signature in black ink, appearing to read "Marc DeBlasio". The signature is fluid and cursive, written over the printed name below.

Marc DeBlasio, P.E., P.P., C.M.E.  
President  
T: 609-854-3311  
Marc@deblasioassoc.com

cc: Jim Ridgway, Manager (via email)  
Margaret Vitelli, QPA (via email)  
Julie Picard, Clerk (via email)





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

RESOLUTION #2019-268

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH MOTT MACDONALD FOR PROFESSIONAL ENGINEERING SERVICES FOR APPLICATION ASSISTANCE ON THE SMALL CITIES CDBG 2020 GRANT APPLICATION; ADA IMPROVEMENTS AT ROTARY PARK

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, Mott MacDonald has provided a proposal for Engineering Services for Assistance on the Small Cities CDBG 2020 Grant Application for ADA Improvements at Rotary Park which includes:
Modification of existing parking area
Provisions of ADA compliant swing set
Provisions of ADA compliant playground structure
Provisions of ADA accessible paths

WHEREAS, Mott MacDonald has provided a proposal for the above services in an amount of \$3,800.00; and

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

Appropriation: C-04-55-422-910

Signature: Lauren Read, CFO

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

- 1. The Project Proposal between Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, in the amount of \$3,800.00 is hereby approved.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 5 rows: CONRAD, PERRY, ROY, SIPPEL, SIMONSEN

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 August 19, 2019.

Julie A Picard, Township Clerk



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

Via email at [jridgway@townshipoflower.org](mailto:jridgway@townshipoflower.org)

**Your Reference**  
Small Cities CDBG 2020  
Grant Application for Rotary  
Community Park

**Our Reference**  
405951-003

211 Bayberry Drive  
Suite 1A  
Cape May Court House NJ  
08210

T +1 (609) 465 9377  
F +1 (609) 465 5270  
[www.mottmac.com](http://www.mottmac.com)

**Application Assistance for Small Cities CDBG 2020 Grant Application  
ADA Improvements at Rotary Community Park  
Township of Lower  
Cape May County, New Jersey**

August 14, 2019

Dear Mr. Ridgway:

As requested, Mott MacDonald is providing the following proposal to assist Blauer and Associates with the Small Cities CDBG 2020 grant application for various ADA improvements at the Rotary Community Park located along Bayshore Road just south of the entrance to the Lower Township MUA complex.

As discussed with Mr. Plenn, Ms. Crippen and Mr. Blauer it is the Township's intention to secure grant funds for the following ADA improvements at Rotary Community Park:

1. Modification of the existing parking area to provide one (1) ADA compliant parking space and an accessible path to the playground area;
2. Provision of an ADA compliant swing set;
3. Provision of an ADA compliant playground structure;
4. Provision of ADA compliant accessible paths to the play structures.

Mott MacDonald will prepare an Engineer's report describing the existing conditions, proposed improvements and the benefits/results of providing the proposed improvements for Mr. Blauer's inclusion in the grant application. Included in the report will be a site plan showing the location of the improvements, site photos and a cost estimate for the ADA improvements.

Mott MacDonald will be able to provide the above referenced information for a lump sum amount of **\$3,800.**



Should you have any questions regarding the above information or should you require additional information, please do not hesitate to contact this office.

Very truly yours,

**Mott MacDonald, LLC**

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

Mark R. Sray, PE, CME  
Senior Associate  
T 609.465.9377  
mark.sray@mottmac.com

A handwritten signature in black ink, appearing to read 'Shawn A. Carr'.

Shawn A. Carr, PE, CME  
Associate  
T 609.465.9377  
shawn.carr@mottmac.com

cc: Mitchell Plenn, Recreation Director (via email)  
Julie Picard, Township Clerk (via email)  
Margaret Vitelli, QPA (via email)  
Colleen Crippen, Coordinator of Federal & State Aid (via email)

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

ORDINANCE #2019-13

**Title:** AN ORDINANCE AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY PURSUANT TO THE NEW JERSEY LONG TERM TAX EXEMPTION LAW FOR THE PROPERTY IDENTIFIED AS BLOCK 410.01, LOT 36.01, ALSO KNOWN AS THE CAPE MAY COUNTY TECH VILLAGE.

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") allows municipalities to authorize and participate in the redevelopment and improvement of areas deemed to be in need of redevelopment; and

**WHEREAS**, on June 5, 2017, in order to stimulate rehabilitation and redevelopment within the Township, specifically at the Cape May County Airport, the Township Council of the Township of Lower (hereinafter "Council") adopted Resolution 2017-199, designating a portion of Block 410, Lots 36, specifically Lot 36.01, as a Redevelopment Area ("Redevelopment Area") pursuant to the Redevelopment Law; and

**WHEREAS**, on July 16, 2018, Council, pursuant to Ordinance No. 2018-12, adopted the "Cape May County Airport Tech Village Redevelopment Plan," dated June 2018 (the "Redevelopment Plan"); and

**WHEREAS**, pursuant to the Redevelopment Law, the County, entered into a redevelopment agreement (the "Redevelopment Agreement"), designating the Atlantic County Improvement Authority (hereinafter "Entity") as the redeveloper of the Redevelopment Area identified as Block 410.01, Lot 36.01 on the Official Tax Map of the Township (hereinafter "Property"), and outlining the terms and conditions pursuant to which the Property was to be redeveloped; and

**WHEREAS**, the Redevelopment Plan and the Redevelopment Agreement contemplated that the Township and the County would enter into a financial agreement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the County has formally requested that the Township authorize the approval of a long term tax exemption for the Cape May County Airport Tech Village redevelopment project; and

**WHEREAS**, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the County to the Township as set forth in such laws; and

**WHEREAS**, in accordance the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the Township and the County negotiated a thirty (30) year Financial Agreement, a copy of which is attached hereto as **Exhibit A**, which sets forth the rights and obligations of the parties and which details the annual service fee that the County will pay to the Township in lieu of taxes for this Project; and

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

Section 1. The Township Council of the Township of Lower hereby approves the form and content of the Financial Agreement attached hereto as **Exhibit A**. Township Council finds that the execution of the attached Financial Agreement is in the best interests of the Township as the Project is beneficial to the overall community, it achieves the goals and objectives of the Redevelopment Plan, it will help revitalize the Redevelopment Area, and it will enhance economic development within the Township.

Section 2. The Mayor is hereby authorized to execute the Financial Agreement attached hereto as **Exhibit A**;

Section 3. The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the official seal of the Township to said Financial Agreement;

Section 4. The Township Clerk shall deliver a certified copy of this Ordinance and Financial Agreement to the Township Tax Assessor;

Section 5. Within ten (10) calendar days following the later of the effective date of an ordinance following its final adoption by the governing body approving the tax exemption or the execution of the financial agreement by the urban renewal entity, the municipal clerk shall transmit a certified copy of the ordinance and financial agreement to the chief financial officer of the County and to the County Counsel for informational purposes.

Section 6. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof;

Section 7. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8. This Ordinance shall take effect in accordance with all applicable laws.

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

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

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

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

\_\_\_\_\_  
Roland Roy, Jr., Councilmember

First Reading: Aug 19, 2019

Adopted:

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

**FINANCIAL AGREEMENT**

BY AND BETWEEN

**THE TOWNSHIP OF LOWER**

AND

**THE COUNTY OF CAPE MAY**

DATED

---

A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 et seq., FOR BLOCK 410.01, LOT 36.01 IN THE TOWNSHIP OF LOWER

**FINANCIAL AGREEMENT**  
**FOR BLOCK 410.01, LOT 36.01**

**THIS FINANCIAL AGREEMENT** (hereinafter "Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between the **TOWNSHIP OF LOWER** (hereinafter "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **COUNTY OF CAPE MAY** (hereinafter "County"), a body corporate and politic of the State of New Jersey whose administrative offices are located at 4 Moore Road, DN-101, Cape May Court House, New Jersey 08210, and who may collectively be referred to herein as the "Parties," and each may be called, separately, a "Party."

*WITNESSETH:*

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") allows municipalities to authorize and participate in the redevelopment and improvement of areas deemed to be in need of redevelopment; and

**WHEREAS**, on June 5, 2017, in order to stimulate rehabilitation and redevelopment within the Township, specifically at the Cape May County Airport, the Township Council of the Township of Lower (hereinafter "Council") adopted Resolution 2017-199, designating a portion of Block 410, Lots 36, specifically Lot 36.01, as a Redevelopment Area ("Redevelopment Area") pursuant to the Redevelopment Law; and

**WHEREAS**, on July 16, 2018, Council, pursuant to Ordinance No. 2018-12, adopted the "Cape May County Airport Tech Village Redevelopment Plan," dated June 2018 (the "Redevelopment Plan"); and

**WHEREAS**, pursuant to the Redevelopment Law, the County, entered into a redevelopment agreement (the "Redevelopment Agreement"), designating the Atlantic County Improvement Authority (hereinafter "Entity") as the redeveloper of the Redevelopment Area identified as Block 410.01, Lot 36.01 on the Official Tax Map of the Township (hereinafter "Property"), and outlining the terms and conditions pursuant to which the Property was to be redeveloped; and

**WHEREAS**, the Redevelopment Plan and the Redevelopment Agreement contemplated that the Township and the County would enter into a financial agreement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the County has formally requested that the Township authorize the approval of a long term tax exemption for the Cape May County Airport Tech Village redevelopment project; and

**WHEREAS**, on \_\_\_\_\_, 2019, the Township adopted Ord. No. \_\_\_\_\_, entitled "An Ordinance Authorizing the grant and execution of a Financial Agreement for a Long Term Tax Exemption with the County of Cape May, for Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower" (hereinafter "Ordinance"), a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the County to the Township as set forth in such laws; and

**WHEREAS**, the Parties have entered into this Financial Agreement to memorialize the terms and conditions by which the County will pay Annual Service Charges to the Township in lieu of real property taxes on the improvements to be made in connection with the Cape May County Airport Tech Village project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

**SECTION 1.1 GOVERNING LAW**

This Financial Agreement shall be governed by the laws of the State of New Jersey, including the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, the Ordinance, and all other applicable law.

**SECTION 1.2 DEFINITIONS**

The terms defined in the preambles hereto retain the meanings assigned to such terms therein. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall have the following meanings:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b).

Allowable Profit Rate - The Allowable Profit Rate for the purpose of this Financial Agreement will be calculated as set forth in N.J.S.A. 40A:20-3(b). The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue – Pursuant to N.J.S.A. 40A:20-3(a), the annual gross revenue shall be calculated as all income, monies or revenues generated or derived by or through the County (or by or through any assignee, lessee, tenant, licensee or other space occupant of County) that arise out of or are in connection with or attributable to the Cape May County Airport Tech Village from any source and before deductions for any costs or expenses, excepting therefrom any gain realized by the County on the sale of any unit in fee simple, whether or not taxable under Federal or State law.

Annual Service Charge - The amount the County has agreed to pay the Township, or its designee, for municipal services supplied to the Project, which sum, after appropriate credit for

Land Taxes, is in lieu of any taxes on the Improvements to the property, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in N.J.S.A. 40A:20-3(c). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A Temporary or Permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Township as authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

County – The County of Cape May.

Debt Service - the amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure Act – N.J.S.A. 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but NOT the Improvements, known as a portion of Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower, New Jersey.

Land Taxes - The amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Long Term Tax Exemption Law - N.J.S.A. 40A:20-1 et seq., as amended and supplemented.

Minimum Annual Service Charge – The amount of the total taxes levied against the Property (Land and Improvements) in the last full year prior to this agreement. Notwithstanding any provision of the Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect.

Net Profit – The Annual Gross Revenue of the business pertaining to the Property, less all operating and non-operating expenses of the business, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the exemption granted pursuant to this Agreement as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

Partial Assessment – Assessment upon a partially completed improvement, that is, an improvement that is partially constructed as of October 1 of the pre-tax year and has not at that time received a temporary or permanent certificate of occupancy allowing the start of the exemption period and the Annual Service Charge under this agreement.

Project - As defined herein and in the Redevelopment Agreement, which qualifies as a “project” as defined in N.J.S.A. 40A:20-3(e). Any reference in the Redevelopment Agreement to the “Project,” to the extent such reference is applicable to this Financial Agreement, shall refer to the Project.

Property – Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower

State – The State of New Jersey.

Tax Assessor – The Township tax assessor.

Tax Collector – The Township tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement or any action or omission which by operation of the terms of this Agreement shall cause the County to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

Township - The Township of Lower, County of Cape May, State of New Jersey.

### **SECTION 1.3 INTERPRETATION AND CONSTRUCTION**

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated into this agreement and made a part hereof by reference, provided however, in the event of a conflict between the language and/or provisions of a referenced exhibit and the language and/or provisions of the body of this agreement, the language of the body of this agreement shall control.

**ARTICLE 2**  
**APPROVAL**

**SECTION 2.1 APPROVAL OF TAX EXEMPTION.**

The Township has granted and does hereby grant its approval for a tax exemption for the Project/Property in accordance with the Long Term Tax Exemption Law. Pursuant to the Ordinance, all Project Improvements owned by the County shall be exempt from taxation in accordance with this Financial Agreement.

The Project/Property shall be substantially as described within the Redevelopment Agreement. The County represents and covenants that, effective as of the completion of the Project, the Project shall be financed, used, managed and operated for its intended purposes as outlined within the Redevelopment Plan. It is expressly understood and agreed by the Parties hereto that the Township expressly relies upon the facts, data and presentations contained in the Redevelopment Plan in granting this tax exemption.

**SECTION 2.2 APPROVALS.**

Approval hereunder is granted to the County for the contemplated Project, which shall in all respects materially comply and conform to: (a) all Applicable Laws; (b) the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof; and (c) any resolutions of the Township Planning Board regarding the Project.

**ARTICLE 3**  
**DURATION OF AGREEMENT**

**SECTION 3.1 TERM.**

It is understood and agreed by the Parties that this Financial Agreement, including the obligation to pay Annual Service Charges required under Article 4 hereof and the tax exemption granted and referred to in Section 2.1 hereof, shall remain in effect for a period of thirty (30) years from the Project Completion Date ("Term"). At the expiration of the Term, the tax exemption for the Project shall expire and the Project Improvements shall thereafter be assessed and taxed in accordance with the general law applicable to other non-exempt property located within the Township. After the expiration of the Term, all restrictions and limitations upon the County shall terminate upon the County's rendering and the Township's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

**SECTION 3.2 DATE OF TERMINATION.**

Upon any termination of the tax exemption described in this Financial Agreement, the date of such termination shall be deemed to be the end of the calendar year and the tax exemption for the Project contemplated in this Financial Agreement shall remain in effect until the end of said calendar year.

**SECTION 3.3 TERMINATION BY COUNTY NOT PERMITTED.**

The County shall have no authority to voluntarily terminate this Financial Agreement.

**ARTICLE 4**  
**ANNUAL SERVICE CHARGE**

**SECTION 4.1 ANNUAL SERVICE CHARGE.**

Notwithstanding anything herein to the contrary, or the exercise by the Township of any right or remedy provided for herein or otherwise available with respect hereto, so long as this Financial Agreement has not been terminated, the County shall pay an Annual Service Charge to the Township for the duration of the tax exemption provided for in Section 2.1 and 3.1 of this Financial Agreement.

**SECTION 4.2 PAYMENT OF ANNUAL SERVICE CHARGE**

- A. In consideration of the tax exemption, the County shall make payment of the Annual Service Charge commencing on the effective date, in accordance with the Tech Village Pilot Fee Schedule attached hereto as **Exhibit B**, in accordance with the terms and conditions set forth in paragraph 4.3 below.
- B. Payment of the Annual Service Charge shall be made to the Township on a quarterly basis on February 1, May 1, August 1, and November 1 after the effective date in accordance with the Township's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of this Agreement.
- C. In the event that the County fails to pay the Annual Service Charge or any installment thereof within thirty (30) days of the date its due and owing, the amount past due shall bear the highest rate of interest permitted under applicable state law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens on land until paid.
- D. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Township during the tax year, in accordance with Applicable Law.

**SECTION 4.3 ANNUAL SERVICE CHARGE AMOUNT.**

Pursuant to N.J.S.A. 40A:20-12, the Annual Service Charge shall be an amount equal to a percentage of annual gross revenues as set forth below, and in accordance with the payment schedule set forth within **Exhibit B**, and as more specifically outlined as follows:

- i. Pursuant to the fee schedule outlined within **Exhibit B**, during taxable years one (1) through six (6) of this Agreement, the County shall pay an Annual Service Charge, to the Township, in an amount equal to ten percent (10%) of the projected annual Gross Revenues generated in connection with the project.
- ii. Notwithstanding the foregoing, at the conclusion of year six (6) of this agreement the County shall pay an annual service fee, to the Township, in accordance with the following payment schedule, and as set forth within **Exhibit B**:
  - a. Effective on the first day of year seven (7) through the last day of year twelve (12) of this Agreement, the Annual Service Charge shall be equal to a minimum of twenty percent (20%) of otherwise applicable taxes, agreed upon as Eight Thousand Eight Hundred and Five (\$8,805.00) Dollars;
  - b. Effective on the first day of year thirteen (13) through the last day of year eighteen (18) of this Agreement, the Annual Service Charge shall be equal to forty percent (40%) of otherwise applicable taxes, agreed upon as Seventeen Thousand Six Hundred Ten (\$17,610.00) Dollars;
  - c. Effective the first day of year nineteen (19) through the last day of year twenty-four (24) of this Agreement, the Annual Service Charge shall be equal to a minimum of sixty percent (60%) of otherwise applicable taxes, Twenty Six Thousand Four Hundred Fifteen (\$26,415.00) Dollars;
  - d. Effective the first day of year twenty-five (25) through the last day of year thirty (30) of this Agreement, the Annual Service Charge shall be equal to a minimum of eighty percent (80%) of otherwise applicable taxes, Thirty Five Thousand Two Hundred Twenty (\$35,220.00) Dollars.
- iii. Effective the first day of year thirty-one (31) following the effective date of this Agreement the Annual Service Charge shall be equal to a minimum of 100% of otherwise applicable taxes at which such time the Annual Service Charge and the terms of this Agreement shall be considered terminated.
- iv. The Annual Service Charge shall be due beginning on the Effective Date of this Agreement and paid in year one of the term of this Agreement in the same manner as all applicable tax bills. In the event the County fails to timely pay the Annual Service Charge, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **SECTION 4.4 ADMINISTRATIVE FEE.**

The County shall pay annually an administrative fee to the Township in addition to the Annual Service Charge. The Administrative Fee shall be computed as two percent (2%) of the Annual Service Charge required pursuant to Section 4.3 above. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual

Service Charge. In the event the County fails to pay the Administrative Fee within thirty (30) days of it being due and owed, the amount unpaid shall bear the highest rate of interest permitted under applicable New Jersey law in the case of unpaid taxes or tax liens until paid. Notwithstanding the foregoing, the Township may, in its sole discretion, reduce or waive the Administrative Fee to the extent the County can justify a financial need for a waiver or reduction; provided, that, any reduction or waiver of the Administrative Fee by the Township shall not be deemed to be a reduction or waiver of the County's obligations and required payments pursuant to this Agreement.

#### **SECTION 4.5 MATERIAL CONDITIONS.**

It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, Land Taxes, if applicable, and the Administrative Fee are material conditions of this Agreement (the "**Material Conditions**"). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

#### **SECTION 4.6 NO REDUCTION IN PAYMENT OF THE ANNUAL SERVICE CHARGE.**

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in the preceding sections shall be reduced, amended or otherwise modified during the Term of this Agreement.

### **ARTICLE 5 REMEDIES**

#### **SECTION 5.1 REMEDIES.**

In the event of a breach of this Financial Agreement by any of the Parties hereto, any and all rights and remedies of the Parties may be enforced in the Superior Court of New Jersey, at law or in equity, provided, however, that under no circumstances may any party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages for any breach of this Financial Agreement. Whenever the word "Taxes" appears, or is implied, directly or indirectly, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the Annual Service Charge was a tax or municipal lien on land. If the County fails to make any payment of the Annual Service Charges, or other monetary obligations of the County as set forth in this Financial Agreement, the sole remedy of the Township shall be those provided for collection of taxes under New Jersey Statutes, including but not limited to an In Rem Tax Foreclosure.

**ARTICLE 6**  
**CERTIFICATE OF OCCUPANCY**

**SECTION 6.1 CERTIFICATE OF OCCUPANCY.**

It is understood and agreed that the County shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain Certificates of Occupancy for the Project in a timely manner.

**SECTION 6.2 FILING OF CERTIFICATE OF OCCUPANCY.**

It shall be the primary responsibility of the County to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Township a copy of such Certificate of Occupancy.

**ARTICLE 7**  
**ANNUAL AUDITS**

**SECTION 7.1 ACCOUNTING SYSTEM.**

The County agrees to maintain a system of accounting and internal controls established and administered in accordance with the provisions prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and as otherwise prescribed in the Long Term Tax Exemption Law during the term of this Financial Agreement.

**SECTION 7.2 PERIODIC REPORTS.**

A. Auditor's Report. Annually, within one hundred eighty (180) days after the close of each fiscal or calendar year, depending on the County's accounting basis, that this Financial Agreement shall continue in effect, the County shall submit its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor and Council, and the Township Clerk, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(d). Said Auditor's Report shall identify and calculate the Net Profit for the period shown.

**SECTION 7.3 INSPECTION.**

Upon the request of the Township or the Division of Local Government Services in the Department of Community Affairs, the County shall permit the inspection of property, equipment, buildings and other facilities of the County by the requesting party or its agents. It also shall permit, upon request of the Township or the Division of Local Government Services in the Department of Community Affairs, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by such Township or Division of Local Government Services in the Department of Community Affairs. Requests for such inspection shall be made by way of written notice ten (10) days prior to the proposed inspection. Such inspection, examination or audit shall be made during the hours of the business day, in the

presence of any officer or agent of the County. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

**SECTION 7.4 LIMITATION ON PROFITS AND RESERVES.**

During the period of tax exemption as provided herein, the Allowable Net Profit limitation shall apply to the County, as it relates this Project, pursuant to the provisions of N.J.S.A. 40A:20-1 et seq. Pursuant to N.J.S.A. 40A:20-15, the calculation of Net Profit shall be cumulative for the period commencing at the time of the Project Completion Date. Any gain realized by the County on either (a) the sale of all or a portion of the Project and/or Property, whether or not taxable under Applicable Law, or (b) the refinancing proceeds from financing or refinancing of a mortgage or mortgages encumbering the Project and/or Property or any portion thereof, is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16.

**SECTION 7.5 PAYMENT OF DIVIDEND AND EXCESS PROFIT CHARGE.**

Whenever, as it relates to this Project, the Net Profit of the County for the period, taken as one accounting period, commencing upon the Project Completion Date and terminating at the end of the last full fiscal year, shall exceed the Allowable Net Profits for the period, the County shall, within ninety (90) days of the close of that fiscal year, pay the excess Net Profit to the Township as an additional service charge, provided, however, that the County may maintain any reserves permitted by N.J.S.A. 40A:20-3(c)(1) or 40A:20-15.

**ARTICLE 8**  
**ASSIGNMENT, ASSUMPTION OR TRANSFER**

**SECTION 8.1 RESTRICTIONS ON TRANSFERS.**

The County shall not, without the prior written consent of the Township: (a) effect or permit any change, directly or indirectly, in the ownership of the Property/Project which affects a 10% or more interest in the Property/Project, (b) assign or attempt to assign this Agreement or any rights herein or in the Property or the Project, or (c) make any total sale, or conveyance of the whole of its interest in the Project or the Property (collectively a "Transfer"). The written consent required pursuant to this Section shall not be unreasonably withheld, delayed or conditioned.

Any Transfer in violation of this Section 8.1 shall be an Event of Default of the County. The Township shall notify the County of such default and provide thirty (30) days in which the County shall have an opportunity to cure such default. Any such Event of Default shall entitle the Township to seek all remedies available under the terms hereof, and those available at law or in equity, including specific performance. In the absence of specific written consent by the Township, no such sale, Transfer, conveyance or assignment of the Property or Project, or any part thereof, shall be deemed to relieve the County from any obligations under this Agreement.

**SECTION 8.2 APPROVAL.**

The Township hereby consents to the sale by the County of all or a portion of the Project or Property, or both, in the following instances:

(A) The Township hereby consents to the sale of the Project or Property, or both, or any portion thereof that has been devoted to fee simple ownership, to an urban renewal entity organized under and in full compliance with the provisions of the Long Term Tax Exemption Law, including all successors and assigns of any transferee urban renewal entity, all owning no other project at the time of the transfer, provided that the obligations of the County under this Financial Agreement are, to the extent those obligations relate to the portion of the Property, acquired by the transferee. Further, the Township consents that upon assumption by the transferee urban renewal entity of the County's obligations, to the extent those obligations relate to the portion of the Property acquired by the transferee under this Financial Agreement, the tax exemption for the Project and Project Improvements shall continue and inure to the transferee urban renewal entity and its respective successors or assigns.

(B) Nothing herein shall prohibit transfer of the ownership interest in the County itself, or require any consent to such transfer, provided that the transfer, if greater than ten percent (10%), is disclosed to the Township in the annual Auditor's Report or in correspondence sent to the Township in advance of the annual Auditor's Report.

### **SECTION 8.3 OPERATION OF PROJECT.**

The County is hereby empowered to plan, develop, construct, maintain and operate the Project in accordance with this Financial Agreement and the Redevelopment Agreement during the Term of this Financial Agreement. The Project shall be planned, developed, constructed, maintained and operated in accordance with all Applicable Law. The terms of the Redevelopment Agreement are incorporated herein as if fully set forth herein.

### **SECTION 8.4 SUBORDINATION OF FEE TITLE.**

It is expressly understood and agreed that the County has the right, subordinate to the lien of the Annual Service Charges and to the rights of the Township, to encumber or assign, or both, the lease to the Land or Project Improvements or both, and that any such encumbrance or assignment shall not be deemed to be a violation of this Financial Agreement.

## **ARTICLE 9** **WAIVER**

### **SECTION 9.1 WAIVER.**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the County of any rights and remedies provided by law except for the express waiver herein of certain rights of acceleration and certain rights to terminate this Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Township or the County has under law, in equity, or under any provision of this Financial Agreement.

**ARTICLE 10**  
**NOTICE**

**SECTION 10.1 NOTICE.**

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

If to the Township, to:

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

With a copy to:

David Stefankiewicz, Esq.  
Stefankiewicz and Belasco, LLC  
111 E. 17<sup>th</sup> Avenue – Suite 100  
North Wildwood, New Jersey 08260

If to the County, to:

Clerk of the Board  
4 Moore Road, DN 107  
Cape May Court House, New Jersey 08210

With a copy to:

County Counsel  
4 Moore Road, DN 104  
Cape May Court House, New Jersey 08210

**ARTICLE 11**  
**COMPLIANCE**

**SECTION 11.1 STATUTES AND ORDINANCES.**

The County hereby agrees at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Long Term Tax Exemption Law. The County's failure to comply with such statutes or ordinances shall constitute a violation and breach of this Financial Agreement.

**ARTICLE 12**  
**CONSTRUCTION**

**SECTION 12.1 CONSTRUCTION.**

This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Financial Agreement to be drawn since counsel for both the County and the Township have combined in their review and approval of same.

**ARTICLE 13**  
**INDEMNIFICATION**

**SECTION 13.1 INDEMNIFICATION.**

It is understood and agreed that the Parties agree to protect, defend, indemnify and save harmless each other and all of each Party's officers, agents and employees from any and all losses, claims, actions, costs, expenses and judgments arising out of or resulting from willful misconduct or sole or gross negligence of the other Party or any of its officers, agents and employees. .

**ARTICLE 14**  
**DEFAULT**

**SECTION 14.1 DEFAULT.**

A Default shall be deemed to have occurred if a Party fails to conform to the terms of this Financial Agreement or the Redevelopment Agreement, or fails to perform any obligation imposed upon it by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

**SECTION 14.2 CURE UPON DEFAULT.**

Should a Party be in Default of any obligation under this Financial Agreement, the Party shall be notified in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Party shall have sixty (60) days to cure any Default (other than a default in payment of any installment of the Annual Service Charge in which case the default must be cured within thirty (30) days from the date of the County's receipt of the notice described herein), provided such cure can reasonably be effected within such sixty (60) day period. If a cure cannot reasonably be effected within the sixty (60) day period, the Party shall have such additional time to cure as reasonably necessary to effect same. Subsequent to the remedy periods set forth in this Section, the Party shall have the right to proceed pursuant to Applicable Law, subject to Section 5.1 hereof.

No Default hereunder by either Party shall terminate the long term tax exemption described herein or Annual Service Charges set forth herein, which shall continue in effect for the duration of this Financial Agreement.

**SECTION 14.3 REMEDIES UPON DEFAULT CUMULATIVE; NO WAIVER.**

Subject to all other terms and conditions of this Financial Agreement, all of the remedies provided in this Financial Agreement to the Parties and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Financial Agreement shall deprive the Parties of any of their remedies or actions against the other. Under no circumstances may any party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages for any breach of this Agreement.

**SECTION 14.4 FINAL ACCOUNTING.**

Within ninety (90) days after the date of Termination, the County shall provide a final accounting and pay to the Township the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the County.

**SECTION 14.5 CONVENTIONAL TAXES.**

Upon Termination or expiration of this Financial Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

**ARTICLE 15**  
**MISCELLANEOUS**

**SECTION 15.1 CONFLICT.**

The Parties agree that in the event of a conflict between the Redevelopment Plan/Agreement and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

**SECTION 15.2 ORAL REPRESENTATIONS.**

There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance, and the Redevelopment Agreement constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

**SECTION 15.3 ENTIRE DOCUMENT.**

All conditions in the Ordinance are incorporated in this Financial Agreement and made a part hereof.

**SECTION 15.4 GOOD FAITH.**

In their dealings with each other, the Parties agree that they shall act in good faith.

**SECTION 15.5 MUNICIPAL SERVICES.**

The County shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release County from its obligation to make such payments.

**SECTION 15.6 FINANCING MATTERS.**

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Redevelopment Plan/Agreement.

**SECTION 15.7 COUNTERPARTS.**

This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 15.8 AMENDMENTS.**

This Financial Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

**SECTION 15.9 SEVERABILITY.**

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

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

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

ATTEST:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Elizabeth Bozzelli, Board Clerk

\_\_\_\_\_  
Gerald Thornton, Freeholder Director

**TOWNSHIP OF LOWER  
LONG TERM PILOT AGREEMENT**

DEVELOPER/PROJECT: COUNTY OF CAPE MAY/TECH VILLAGE

BLOCK: 410.01 LOT : 36.01

LOCATION: BREAKWATER ROAD

5 STAGE YEAR	GROSS REVENUE	GROSS REVENUE @10%	PROJECT COST	PROJECT COST @2%	ASSESSMENT (PROPOSED)	TAXES (PROPOSED) @20/40/60/80
1			\$5,200,000.00	\$104,000.00	\$2,500,000.00	
2	\$65,950.00	\$6,595.00	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
3	\$79,869.00	\$7,986.90	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
4	\$98,143.38	\$9,814.34	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
5	\$105,568.35	\$10,556.84	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
6	\$120,652.98	\$12,065.30	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
7	\$134,902.81	\$13,490.28	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
8	\$137,600.87	\$13,760.09	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
9	\$140,352.88	\$14,035.29	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
10	\$143,159.94	\$14,315.99	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
11	\$146,023.14	\$14,602.31	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
12	\$148,943.60	\$14,894.36	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
13	\$151,922.47	\$15,192.25	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
14	\$154,960.92	\$15,496.09	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
15	\$158,060.14	\$15,806.01	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
16	\$161,221.35	\$16,122.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
17	\$164,445.77	\$16,444.58	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
18	\$167,734.69	\$16,773.47	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
19	\$171,089.38	\$17,108.94	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
20	\$174,511.17	\$17,451.12	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
21	\$178,001.39	\$17,800.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
22	\$181,561.42	\$18,156.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
23	\$185,192.65	\$18,519.27	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
24	\$188,896.50	\$18,889.65	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
25	\$192,674.43	\$19,267.44	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
26	\$196,527.92	\$19,652.79	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
27	\$200,458.48	\$20,045.85	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
28	\$204,467.65	\$20,446.77	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
29	\$208,557.00	\$20,855.70	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
30	\$208,557.00	\$20,855.70	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
31					\$2,500,000.00	\$44,025.00
32						
33						
34						
35						
36						
37						

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

ORDINANCE #2019-12

Title: AN ORDINANCE AUTHORIZING THE TOWNSHIP OF LOWER TO GRANT A UTILITY EASEMENT TO THE LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR THE PURPOSES OF CONSTRUCTING A VACUUM SEWER STATION IN FURTHERANCE OF THE CURRENT SEWER EXPANSION PROJECT OVER A PORTION OF CRESSE LANE.

WHEREAS, The Township of Lower is the owner of certain land identified as Cresse Lane on the official tax map of the Township of Lower, County of Cape May, State of New Jersey ("Property"); and

WHEREAS, the Lower Township Municipal Utilities Authority has requested that the Township convey unto it a Utility Easement, as is more particularly described in the legal description which is attached hereto as "Exhibit A," in order to erect a Vacuum Sewer Station in furtherance of Grantee's current sewer expansion project;" and

WHEREAS, the Parties hereto desire to create, establish, and record a Utility Easement delineating the metes and bounds of an easement and formalizing the rights and obligations of the Township of Lower and the Lower Township Municipal Utility Authority; and

WHEREAS, in accordance with the provisions of N.J.S.A. 40:14B-1 et seq. and the several acts supplemental thereto and amendatory thereof, the Lower Township Municipal Utilities Authority is empowered to acquire for water, storm, sewer, and other utility services; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:12-5 and N.J.S.A. 40A:12-13, the granting of an easement by a municipality must be enacted by way of an approved Ordinance.

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

Section 1. The Township of Lower is hereby authorized to grant a utility easement to the Lower Township Municipal Utilities Authority over a portion of the property identified as Cresse Lane, as further identified in **Exhibit A** which is attached hereto;

Section 2. The Mayor and Township Clerk are hereby authorized to execute all documents necessary to convey and record this Utility Easement granted unto the Lower Township Municipal Utilities Authority, attached hereto as **Exhibit B**, and any other required conveyance documents;

Section 3. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof;

Section 4. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall become effective 20 days after final passage and publication according to law.

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

First Reading Aug 5, 2019

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

Adopted:

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

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

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

\_\_\_\_\_  
Roland Roy, Jr., Councilmember



**CONSULTING ENGINEERS • PLANNERS  
LAND SURVEYORS • ENVIRONMENTAL SERVICES**

629 Shiloh Pike • Bridgeton • New Jersey • 08302  
Phone: 856- 451-2990 • Fax: 856-455-9702  
www.fralinger.com

Albert A. Fralinger, Jr., PE, PLS & PP  
J. Michael Fralinger, Sr. (1957-2009)  
Charles M. Fralinger, PLS  
Carl R. Gaskill, PE, PLS, PP & CME  
Stephen J. Nardelli, PE, PP, CME & CPWM  
Barry S. Jones, PLS & PP  
Guy M. DeFabrites, PLS & PP  
Stephen P. McKeich, PLS  
William J. Olbrich, PLS  
Matthew Baldino, PE, CME  
Robert A. Mulford, III, PE, CME  
Scott A. Adams, PLS  
Corey R. Gaskill, PE, CME & CFM  
J. Michael Fralinger, Jr., PE, CME

Civil Engineering  
Land Use Planning & Design  
Site Engineering  
Traffic Engineering  
Land Surveying  
Municipal Engineering  
Soils Investigation  
Traffic Impact Studies  
NJDOT Permitting  
Phase I Environmental Studies  
Permeability Testing  
Septic System Design  
Wetlands Delineation  
Global Positioning Surveying (GPS)  
Geographic Information Systems (GIS)  
Planning/Zoning Board Representation  
3D Laser Scanning

**DEED DESCRIPTION  
PROPOSED UTILITY EASEMENT  
LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
OVER CRESSE LANE (50.00 FEET WIDE)  
LOWER TOWNSHIP, CAPE MAY COUNTY, NJ**

ALL that certain part and parcel of land situate, lying, and being in the Township of Lower, County of Cape May, State of New Jersey and being more particularly described as follows:

BEGINNING at a point for a corner in the curved northwesterly line of US Route #9 (width varies) with the southwesterly line of Cresse Lane (50.00 feet wide) and the easterly corner of Lot 2, Block 451.02; thence

(1) along the division line of said Lot 2, Block 451.02, Lot 1, Block 451.02 and Lot 36.05, Block 450, North 60° 34' 24" West, 190.04 feet, to a point for a corner in the southeasterly line of Seashore Road, County Route #626 (49.50 feet wide) also passing over an iron bar found 111.10 feet from the beginning of this course; thence

(2) along said southeasterly line, North 49° 19' 49" East, 26.88 feet, to a point of curvature; thence

(3) along same, curving to the left and northeasterly, having a radius of 1,171.03 feet, an arc distance of 26.19 feet (Chord=North 48° 41' 22" East, 26.19 feet) to a point for a corner in the division line between the northeasterly line of Cresse Lane and Lot 3.03, Block 441; thence

(4) along the division line of the northeasterly line of said Cresse Lane and along Lot 3.03, Lot 4.02, and Lot 5, Block 441, South 60° 34' 24" East, 173.37 feet, to a point of curvature in said northwesterly line of US Route #9 (width varies); thence

(5) along same, curving to the left and southwesterly, having a radius of 5,699.65 feet, an arc distance of 50.01 feet (Chord=South 30° 42' 54" West 50.01 feet) to the Place of Beginning.

CONTAINING 0.208 acres (9,078 S.F.) of land, to be the same more or less.

BEING known as Cresse Lane (unimproved), as shown on the Lower Township Tax Assessment Map.

The above description was written pursuant to a survey prepared for Lower Township Municipal Utilities Authority by Fralinger Engineering PA, 629 Shiloh Pike, Bridgeton, NJ 08302, dated September 28, 2018 and is marked as Project No. 28918.02

9-28-18



Scott A. Adams  
Professional Land Surveyor  
New Jersey License No. 35819  
Date: September 28, 2018  
Project. No.: 28918.02

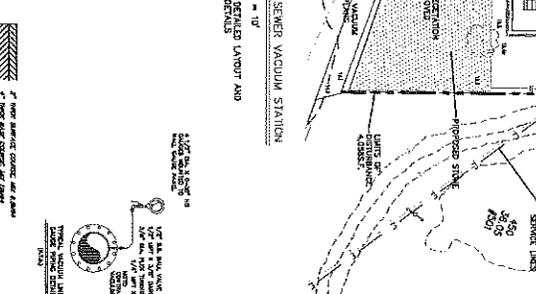
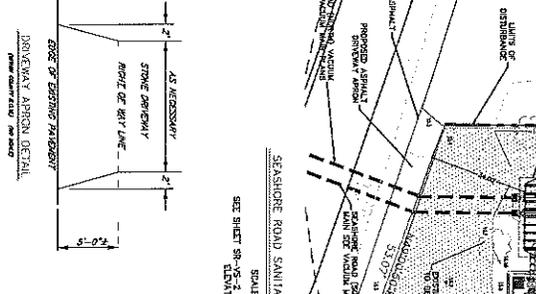
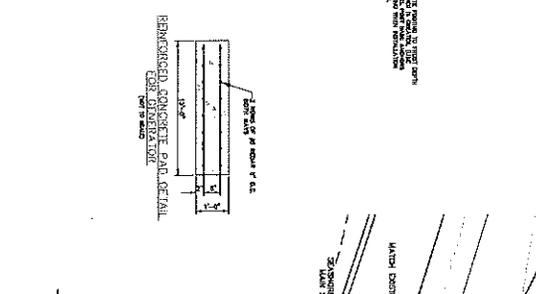
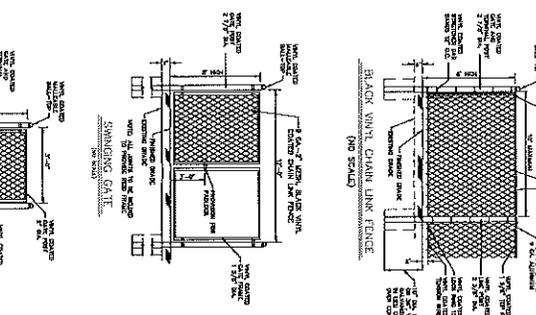
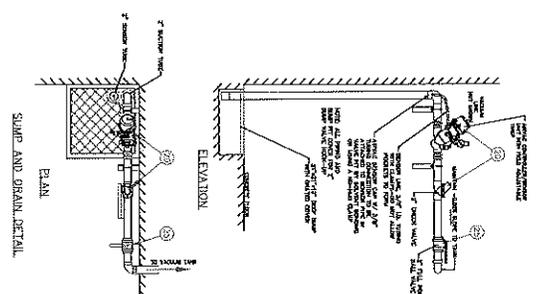
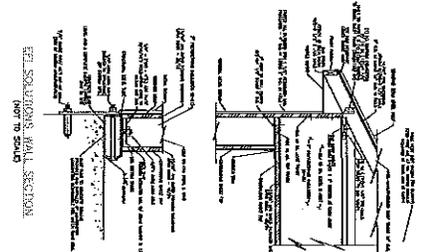


SAA/rjg

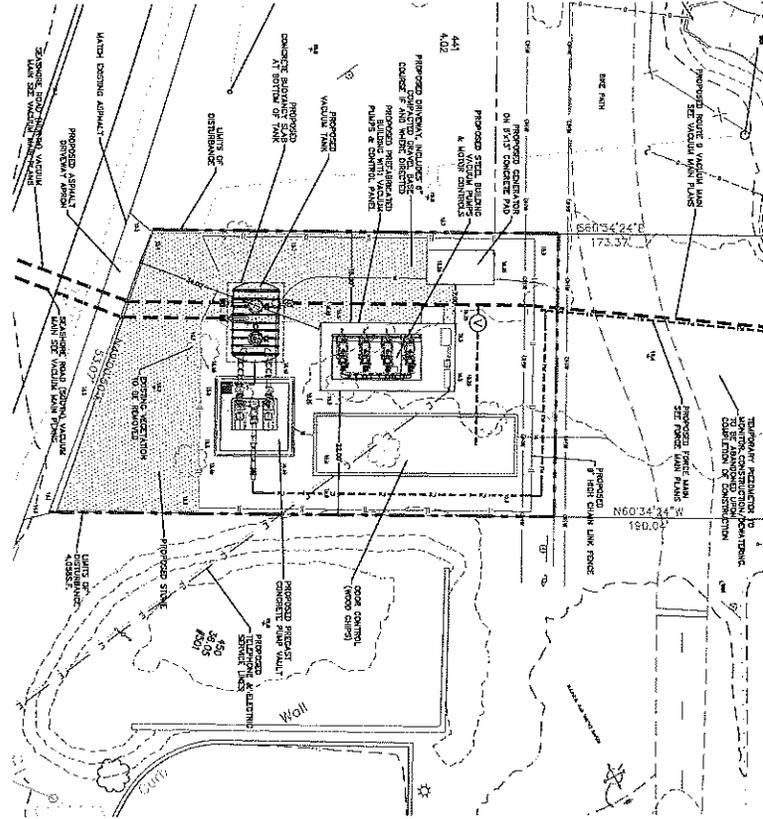




MATERIALS LIST			
NO.	DESCRIPTION	QTY	REMARKS
1	CONCRETE	1	FOR FOUNDATION
2	CONCRETE	1	FOR WALLS
3	CONCRETE	1	FOR SLABS
4	CONCRETE	1	FOR CURBS
5	CONCRETE	1	FOR CHASES
6	CONCRETE	1	FOR SLOPED ROADS
7	CONCRETE	1	FOR CURBS
8	CONCRETE	1	FOR CHASES
9	CONCRETE	1	FOR SLOPED ROADS
10	CONCRETE	1	FOR CURBS
11	CONCRETE	1	FOR CHASES
12	CONCRETE	1	FOR SLOPED ROADS
13	CONCRETE	1	FOR CURBS
14	CONCRETE	1	FOR CHASES
15	CONCRETE	1	FOR SLOPED ROADS
16	CONCRETE	1	FOR CURBS
17	CONCRETE	1	FOR CHASES
18	CONCRETE	1	FOR SLOPED ROADS
19	CONCRETE	1	FOR CURBS
20	CONCRETE	1	FOR CHASES
21	CONCRETE	1	FOR SLOPED ROADS
22	CONCRETE	1	FOR CURBS
23	CONCRETE	1	FOR CHASES
24	CONCRETE	1	FOR SLOPED ROADS
25	CONCRETE	1	FOR CURBS
26	CONCRETE	1	FOR CHASES
27	CONCRETE	1	FOR SLOPED ROADS
28	CONCRETE	1	FOR CURBS
29	CONCRETE	1	FOR CHASES
30	CONCRETE	1	FOR SLOPED ROADS
31	CONCRETE	1	FOR CURBS
32	CONCRETE	1	FOR CHASES
33	CONCRETE	1	FOR SLOPED ROADS
34	CONCRETE	1	FOR CURBS



SEASHORE ROAD SANITARY SEWER VACUUM STATION  
 SCALE: 1" = 10'  
 SEE SHEET SR-VS-2 FOR GENERAL LAYOUT AND ELEVATION DETAILS



SEASHORE ROAD VACUUM STATION - SITE GRADING PLAN	
SANITARY SEWER TRENCH EXPACTION PROJECT	
LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY	
DESIGNED BY	1000000000
CHECKED BY	1000000000
DATE	1000000000
SCALE	1000000000
PROJECT	1000000000

**Frutiger Engineering**  
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475 1/2 Ave. S.  
 Suite 100  
 St. Paul, MN 55108  
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 Fax: 612-291-2201  
 www.frutiger.com

NO.	DATE	REVISION	BY

CARL R. GASKIN, P.E., P.L.S., P.P.  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 1000000000  
 STATE OF MINNESOTA

UTILITY EASEMENT AGREEMENT

Prepared by:



ROBERT T. BELASCO, ESQUIRE

THIS UTILITY EASEMENT AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2019

**BY AND BETWEEN:** TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey, whose address is 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter the "Grantor"),

**AND** LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a duly-organized Municipal Utilities Authority whose offices are located at 2900 Bayshore Road, Villas, New Jersey 08251 (hereinafter the "Grantee").

Grantor and Grantee may collectively be denominated as the "Parties" in this Agreement and each may be called, separately, a "Party."

**WHEREAS,** GRANTOR is the owner of certain land commonly known as Cresse Lane on the official tax map of the Township of Lower, County of Cape May, State of New Jersey ("Property"); and

**WHEREAS,** the Grantee has requested that the Grantor convey unto it a Utility Easement, as is more particularly described in the legal description which is attached hereto as "Exhibit A," in order to erect a Vacuum Sewer Station in furtherance of Grantee's current sewer expansion project; and

**WHEREAS,** the Parties hereto desire to create, establish, and record a Utility Easement delineating the metes and bounds of an easement and formalizing the rights and obligations of the Parties hereto; and

**WHEREAS,** in accordance with the provisions of N.J.S.A. 40:14B-1 et seq. and the several acts supplemental thereto and amendatory thereof, the Grantee is empowered to acquire for water, storm, sewer, and other utility services such estate in the Property and hereditaments herein and hereinafter particularly described as is hereafter expressed to be hereby granted; and

**WHEREAS,** it is ordained that the Utility Easement shall be constructed and maintained through, upon, and under all that certain tract or parcel of land and hereditaments hereinafter particularly described.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and the sum of \$1.00, receipt whereof is hereby acknowledged, the Parties do hereby agree as follows:

A. The GRANTOR does hereby grant, bargain, sell, release, convey and confirm unto the GRANTEE, its successors and assigns forever, the full perpetual right and liberty of constructing, maintaining, and using a Utility Easement to be built of such materials and dimensions and in such manner as shall be determined upon for the flow of sewerage and water through the same by the GRANTEE through, upon, and under all that certain tract and parcel of land in the Township of Lower, in the County of Cape May, bounded and described as set forth in Exhibit A.

B. That this instrument shall not be construed as a sale of the property described herein but shall only be construed as an easement giving the GRANTEE the right to construct and maintain a Utility Easement as more particularly described in this instrument.

C. The GRANTEE has the full perpetual right and liberty of constructing, maintaining, and using said Utility Easement, to be built of such materials and dimensions and in such manner as shall be determined upon for the flowage of sewerage and water through, upon, and under all the above mentioned and described premises of the Grantor and its heirs, successors, and assigns forever, together with the perpetual right of ingress, egress, and regress into, upon, and from said lands by the GRANTEE, its contractors, agents, employees, and servants for the purpose of building, maintaining, inspecting, repairing, and cleaning said Utility Easement and of laying materials therein and thereon of every kind and description necessary for the purposes aforesaid, and also such possession of said land by the said party of the second part, and its successors and assigns, as shall be necessary for the reasonable and proper exercise and use of the rights hereinabove described. If such repairs or maintenance of the Utility Easement lines are necessary, the GRANTEE will be responsible for replacing any fill, earth, and or asphalt and will replace any part of the pavement that is removed, settled, or damaged by installation, repairs, or maintenance. The GRANTEE and its successors and assigns shall also indemnify, defend, and hold GRANTOR and their successors and assigns harmless from any and all actions that may arise in connection with the GRANTEE's use of the Property pursuant to this Agreement.

D. The GRANTOR shall not erect or construct any structures or plant any trees, shrubs, or other landscaping plants or permanently store anything upon the Utility Easement area. If the above are erected, constructed, or placed in the Utility Easement and the removal of same is required by GRANTEE for any servicing or repairs, GRANTEE will not be responsible for the replacement or reimbursement of the same.

E. The GRANTOR and its agents, tenant, and invitees may pass and repass over the Utility Easement area by motor vehicle, on foot and otherwise use the Utility Easement area for ingress and egress purposes.

**THIS AGREEMENT** shall be binding on the heirs, successors, and assigns of the Parties hereto and shall run with the land.

**IN WITNESS WHEREOF**, the Parties have signed this Utility Agreement on the date first written above.

GRANTOR  
TOWNSHIP OF LOWER

GRANTEE  
LOWER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

\_\_\_\_\_  
Erik Simonsen – Mayor

\_\_\_\_\_  
Mike Chapman – Executive Director

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
ATTEST:

STATE OF NEW JERSEY

SS:

COUNTY OF CAPE MAY

I CERTIFY that on August \_\_\_\_, 2019, Erik Simonsen, Mayor of the Township of Lower, personally came before me and stated to my satisfaction, that this person:

- a) Is the duly elected Mayor of the Township of Lower, New Jersey;
- b) Executed this document as duly authorized by resolution of the Township of Lower;
- c) Signed, sealed and delivered the same as his act and deed for the purposes therein expressed.

\_\_\_\_\_  
(Print name and title below signature)

STATE OF NEW JERSEY

SS:

COUNTY OF CAPE MAY

I CERTIFY that on August \_\_\_\_, 2019, Mike Chapman, Executive Director of the Lower Township Municipal Utilities Authority, personally came before me and stated to my satisfaction, that this person:

- a) Is the duly appointed executive chairman of the Lower Township Municipal Utilities Authority;
- b) Executed this document as duly authorized by resolution of the Lower Township Municipal Utilities Authority;
- c) Signed, sealed and delivered the same as his act and deed for the purposes therein expressed.

\_\_\_\_\_  
(Print name and title below signature)

# Clerk Report July 2019

Register Report - Last month  
7/1/2019 through 7/31/2019

8/6/2019

Page 1

Account	Description	Category	Amount
	INCOME		25,368.65
	Business Mercantil 2019-2020		15,813.00
	Licenses & Permits		500.00
	Opra Request		0.65
	Rental 2019-2020		4,950.00
	Special Events		45.00
	Street Openings		800.00
	Vac Prop Reg		3,000.00
	Yard Sale Permit		260.00
	TRANSFERS		-25,368.65
	Council Checking		-25,368.65
	OVERALL TOTAL		0.00

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

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 07/01/2019 To 07/31/2019

August 07, 2019 11:06:59AM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$6,398,425.00	Cubic Footage:	687754 Cu.ft	Permit Issued:	97
Cost Of Alteration:	\$2,982,412.00	Square Footage:	45065 Sq.ft	Updates Issued:	12
Cost Of Demolition:	\$6,200.00			All Fees Waived:	2
Total Cost:	\$9,387,037.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$41,501.00	Building:	\$0.00	Building:	\$2,100.00	Building Fees:	\$39,401.00
Electrical:	\$9,636.00	Electrical:	\$0.00	Electrical:	\$275.00	Electrical Fees:	\$9,361.00
Fire :	\$3,070.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$3,070.00
Plumbing:	\$7,506.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$7,506.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$1,830.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$1,830.00
				* Total Waived:	\$2,375.00	Technical Fees:	\$61,168.00

<u>DCA</u>	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$2,552.00	\$0.00	\$2,552.00
Alteration Training Fee:	\$5,667.00	\$4,085.00	\$1,582.00
DCA Minimum Fee:	\$14.00	\$0.00	\$14.00
Sub total Training Fee:	\$8,233.00	\$4,085.00	\$4,148.00

TECHNICAL ISSUES

Building Technical:	44
Electrical Technical:	72
Fire Protection Technical:	14
Plumbing Technical:	36
Elevator Technical:	
Mechanical Technical:	20

CERTIFICATE ISSUES

Certificate of Occupancy:	2
Certificate of Approval:	29
Certificate of Continued Occupancy:	0

Certificate of Occupancy Fee:	\$4,671.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$4,671.00

PERMIT FEES:	\$61,168.00
DCA FEES:	\$4,148.00
CERTIFICATE FEES:	\$4,671.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$69,987.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$100.00
GRAND TOTAL FEES:	\$70,087.00

\* By State law (see N.J.S. 52:27D-126c): \$2,375.00

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

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 07/01/2019 To 07/31/2019

August 7, 2019 11:07:36AM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$3,301.00	\$66,786.00	\$0.00	\$70,087.00
	<b>GRAND TOTALS:</b>	\$3,301.00	\$66,786.00	\$0.00	\$70,087.00





## BUREAU OF FIRE SAFETY - TOWNSHIP OF LOWER

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

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

For the month of JULY 2019, the Lower Township Bureau of  
Fire Safety made deposits of \$29,726.50 in the Lower  
Township Tax office.

Sincerely,

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

cc: file

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

**2019 CASH RECEIPTS  
JULY**

Township of Lower  
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
<b>Receipts</b>		
Preliminary year taxes (2020)	305830.65	305,830.65
Current year taxes (2019)	3,499,540.00	33,145,056.00
Prior year taxes (2018)	78,498.44	633,636.76
Prior year taxes (2017)		0.00
Previously exempt property		0.00
State Audit Pay Back	996.56	4,746.56
Municipal Lien		20,626.61
Recording		20.00
Bankruptcy		0.00
6% Penalty	-	2,240.55
Municipal Service Fees		66,793.49
Tax Search Fees	10.00	20.00
Interest	18,501.50	114,781.25
Lot clearing	875.00	2,800.00
Returned Check Fees	60.00	480.00
Duplicate Bills	25.00	505.00
Trash	6,197.00	31,233.75
<b>TOTAL DEPOSITS</b>	<b>3,910,534.15</b>	<b>34,328,770.62</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>3,385,112.45</b>	<b>31,610,318.14</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>525,421.70</b>	<b>2,718,452.48</b>
<b>TOTAL DEPOSITS</b>	<b>3,910,534.15</b>	<b>34,328,770.62</b>
NSF Reversals	1,235.40	32,002.08
WIPP NSF Reversals	805.49	21,587.22
NSF Fee Reversals		468.00
<b>TOTAL NSF</b>	<b>2,040.89</b>	<b>54,057.30</b>
<b>TOTAL</b>	<b>3,908,493.26</b>	<b>34,274,713.32</b>

Prepared by Kathy Brown

**2019 JULY  
VITAL STATISTICS**

Marriages,Civil Unions	13
Domestic Partners	0
Ceritified Copies	185
Certified Copies EDRS	4
Burial Permits	0

Marriages, Civil Unions State	\$325.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$39.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,850.00
Certified Copies EDRS	\$40.00
Burial Permits	\$0.00

<b>TOTAL</b>	<b>\$2,254.00</b>
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