WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
January 2, 2019 - 7:00 P.M.

Meeting called to order
Opening Announcement
Pledge of Allegiance
Invocation
Swearing in of Council Members - Ward 1 - Thomas Conrad will be sworn in by Freeholder Dir Gerald Thornton / Bible held by wife Stacey
Ward 2 - David Perry will be sworn in by CMC Sheriff Robert Nolan / Bible held by his wife Janet
Ward 3 - Roland Roy, Jr. will be sworn in by Jeffrey Lindsay / Bible held by his wife Melissa

Roll Call & Determination of Quorum
Work Session
Consent Agenda
Approval of Minutes - December 17, 2018
Approval of Closed Session Minutes – December 17, 2018

Res. #2019-01	Appointment of Municipal Solicitor for 2019 as a Professional Service Contract without Public Bidding (D. Stefankiewicz / Stefankiewicz & Belasco NTE $125,000)
Res. #2019-02	Appointment of Township Labor Attorney for the Year 2019 as a Professional Service Contract without Public Bidding (W.Blaney NTE $40,000)
Res. #2019-03	Appointment of Municipal Auditor for the Year 2019 as a Professional Service Contract without Public Bidding (Ford Scott NTE $40,000)
Res. #2019-04	Appointment of Bond Counsel for the Year 2019 as a Professional Service Contract without Public Bidding (Archer & Greiner)
Res. #2019-05	Appointment of Municipal Prosecutor for the Year 2019 (Blaney & Karavan $40,000)
Res. #2019-06	Appointment of Municipal Public Defender for the Year 2019 (S.Fuscellaro $15,000)
Res. #2019-07	Appointment of Joint Insurance Fund Risk Management Consultant (J.Byrne Agency 5% net assessment year 2 of 3)
Res. #2019-08	Appointment of Municipal Engineer for the year 2019 as a Professional Service Contract without Public Bidding (Mott MacDonald NTE $450,000)
Res. #2019-09	Appointment of Public Information Officer for the year 2019 as a Professional Service Contract without Public Bidding (L.Suit $12,900)
Res. #2019-10	Appointment of Township Tax Appeal Attorney for the year 2019 as a Professional Service Contract without Public Bidding (M.Karavan NTE $10,000)
Res. #2019-11	Appointment of Health Insurance Brokerage Consultant for the year 2019 as a Professional Service Contract without Public Bidding (Marsh & McLennan $26,674.08)
Res. #2019-12	Establishment of Council Meeting Dates and Times for the Year 2019 (annual)
Res. #2019-13	Annual Approval of Emergency Management Council (annual)
Res. #2019-14	Designation of Official Newspapers for Legal Advertising for the Year 2019 (CMC Herald)
Res. #2019-15	Authorizing the Tax Assessor to File Tax Appeals (annual)
Res. #2019-16	Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (annual)
Res. #2019-17	Authorizing the Clerk to Issue Bingo & Raffle Licenses Throughout 2019 to Qualified Organizations (annual)
Res. #2019-18	Setting Interest Rate for Delinquent Taxes (annual)
Res. #2019-19	Adopting 2019 Temporary Current Budget (required)
Res. #2019-20	Authorizing Payment of 2019 Debt Service (annual)
Res. #2019-21	Designation of Official Depositories (annual)
Res. #2019-22	Authorizing Payment of 2019 Animal Shelter and Spay/Neuter Fees (annual)
Res. #2019-23	Resolution to Defer the Regional School Tax (annual)
Res. #2019-24	Authorizing Payment of 2019 Regional School Taxes (Jan–June $6,540,605.50)
Res. #2019-25	Authorizing Payment to Lower Township Board of Education (Jan-June $8,662,973.50)
Res. #2019-26	Authorizing Payment of 2019 Pension Amounts Due 4/1/2019 ($1,727,021)
Res. #2019-27	Contract Award for Township of Lower Animal Control Services – Year 3 ($54,000)
Res. #2019-28	Authorizing Payment for Dispatch Services ($600,000 total for 2019)
Res. #2019-29	Authorization for Public Bidding (annual)
Res. #2019-30	Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission (annual)
Res. #2019-31	Resolution Establishing the Quote Threshold Pursuant to NJSA 40A:11-3a ($4,000)
Res. #2019-32	Resolution Authorizing Contracts with Approved State Contract Vendors for Contracting Units Pursuant to NJSA 40A:11-12a (annual)
Res. #2019-33	Approval of Annual Contribution to Volunteers in Medicine ($7,690)
Res. #2019-34	Approving 2019 Contract with Cape Assist ($3,213 Employee Assistance Program)

Res. #2019-35 Approval of Petty Cash Funds – 2019 (annual)
Res. #2019-36 Designation of a Public Agency Compliance Officer for Lower Township (M.Vitelli – annual)
Res. #2019-37 Authorizing the Cash Management Plan (annual)
Res. #2019-38 Re-appointment of Class II Member to the Planning Board (J.Dowe, Tax Assessor)
Res. #2019-39 A Resolution Approving Municipal Banking Agreements (OceanFirst Bank)
Res. #2019-40 Transfer of 2018 Appropriations ($5,000)
Res. #2019-41 A Resolution Awarding a Professional Service Contract Without Public Bidding to Rutala Associates Consulting Services Regarding the Economic Development Plan for the Lower Township Opportunity Zone
Res. #2019-42 A Resolution Authorizing a Memorandum of Agreement Between the Township of Lower and the County of Cape May Regarding Code Blue Warming Centers
Res. #2019-43 A Resolution Designating Lower Township's Municipal Warming Centers (Millman Ctr & Rec Ctr)
Res. #2019-44 Renewal of Trailer Park Licenses for the Year 2019
Res. #2019-45 Award National Cooperative Purchasing Agreement with Sourcewell Formerly National Joint Power Alliance (NJPA) for One (1) 2019 Peterbilt 367 Tri-Axle Cab and Chassis with Beau-Roc Dump Body ($180,711)
Res. #2019-46 Appointment of Lower Township Conflict Hearing Officer as a Professional Service Contract without Public Bidding (S.Secare NTE $7,500)
Res. #2019-47 2018 Vouchers $376,667.11
Res. #2019-48 2019 Vouchers $295,441.62
Res. #2019-49 A Resolution Approving Year Three of a Three Year Interlocal Service Agreement Between the Township of Lower and Lower Township Fire District #3 ($18,750)
Res. #2019-50 Authorizing Payment of 2019 County Taxes (First and Second Quarter) and 2018 Added Taxes ($5.241,300.43)
Res. #2019-51 Authorization for Refund of Taxes (2 properties $3,688.36)
Res. #2019-52 Authorization for the Payout of Accumulated Sick Time
Ordinance #2019-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (NJSA 40A:4-15.14) – This is the first reading. The second reading and public hearing has been scheduled for Jan 23, 2019
Ordinance #2019-02 An Ordinance Amending Chapter 600-6, Towing and Storage, Towing and Storage Fee Schedule, of the Code of the Township of Lower This is the first reading. The second reading and public hearing has been scheduled for Jan 23, 2019

Regular Agenda

Res. #2019-53 Appointment of Class III Member to the Planning Board (Councilman Roy)

Res. #2019-54 Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of Emergency Medical Services in Lower Township

Manager's Report

Council Comments

Call to the Public

Adjournment

COUNCIL MEETING MINUTES – December 17, 2018

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 17, 2018 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.
The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

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

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

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

Work Session

Certificate of Appreciation – Floyd "Flash" Hughes
Certificate of Appreciation - Mary Calfina
Mayor Simonsen and Council presented a Certificate of Appreciation to Mary Calfina for her many years of service as a volunteer coach, team parent and board member.
Mayor Simonsen and Council presented a Proclamation to Floyd "Flash" Hughes in appreciation for his dedicated years of service to the youth of Lower Township.
Coach Frank Simonsen offered his grateful appreciation to Floyd "Flash" Hughes and Mary Calfina for their valued assistance with the youth football program.

Consent Agenda

Approval of Minutes December 3, 2018
Approval of Closed Session Minutes – December 3, 2018

Res. #2018-374	Payment of Vouchers $ 789,889.67
Res. #2018-375	Authorization for Refund of Taxes (4 properties)
Res. #2018-376	Amending Resolution #2018-24; Designation of Official Depositories (adding OceanFirst Bank)
Res. #2018-377	Authorizing Use of Facsimile Signature for Payroll Checking
Res. #2018-378	Authorizing Use of Facsimile Signature for Council Checking
Res. #2018-379	Authorization for the Payout of Accumulated Compensatory Time (J.Saini $4,339.05)
Res. #2018-380	Transfer of 2018 Appropriations
Res. #2018-381	A Resolution Consenting to the Lower Township Municipal Utilities Authority Supplying Water to the Del Haven Section of Middle Township
Res. #2018-382	A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution #2013-271($77.69)
Res. #2018-383	Approving a Professional Service Contract with Mott MacDonald for Professional Landscape Architecture and Engineering Services for the Mulligan Field Renovations Project ($34,150)
Res. #2018-384	A Resolution Authorizing the Transfer of Firearms No Longer Needed By Lower Township Police Department to a Licensed Firearms Dealer for Private Sale
Res. #2018-385	Approval of Change Order #3 for Marcus Karavan, Esq. ($3,000)
Res. #2018-386	Bid Acceptance and Award of One (1) 2019 Ford Explorer XLT 4WD(Kindle Ford $31,505)
Res. #2018-387	Approving the Amended Shared Service Agreement Between the Township of Lower and Lower Cape May Regional School District – School Resource Officer (Sick, Vacation, Holiday time)
Res. #2018-388	Re-Appointment to the Recreation Advisory Board (R.Osborn)
Res. #2018-389	A Resolution Requesting Release of Performance Guarantee for Harborview Marina; Block 822.03, Lot 8 Escrow #P-01-01-05
Res. #2018-390	Approving a Partnership Agreement Between the County of Cape May and Strategic Partners for the New Jersey Economic Development Authority (NJEDA) Innovation Challenge Grant
Res. #2018-391	Authorizing a Shared Service Agreement Between the Township of Lower and the County of Cape May to Develop An Economic Development Plan for the Cape May County Airport and the Surrounding Opportunity Zone
Res. #2018-394	Authorization: Determination of Municipal Service Fee for 2019 – Required
Res. #2018-395	Authorization to Cancel Tax and Interest on a County Owned Property ($4,315.87)

Councilmember Perry motioned to table Res.#2018-386 and immediately rescinded the motion upon learning that the CFO has certified the funds.

Tom Poussart, Shawmount Ave, inquired about Res. #2018-387, whether the SRO is a current officer or a new hire. Mayor Simonsen informed that Officer Coombs is the current LEAD Officer. His salary as the SRO will be shared between the Township and LCMR School District.

On the Consent Agenda:

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

Regular Agenda

Res. #2018-392 Authorizing the Payment of Vouchers (D. Perry Contractual Reimbursement $502.99)

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

Ordinance #2018-20 - Salary and Benefit Ordinance for the Township of Lower – This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Tom Poussart, Shawmount Ave, commented on the timing of the salary increase just following the election. Mayor Simonsen informed that the Township code requires the salaries of Mayor and Council be reviewed every two years.
Councilmember Conrad added that the Salary and Benefit Ordinance is required to be adopted annually.

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

Manager's Report

Manager Ridgway gave an update on several topics including the future of Opportunity Zones; the Mulligan Field Project; Upgrades to wireless services, RAB plans for future projects; and the Schellengers' Landing Project. He also wished everyone a Merry Christmas.

Engineer's Report

Mark Sray, Mott MacDonald, gave updates on the following projects: Roseann Avenue Roadway and Utility Improvements; Roseann Avenue Phase 3; Beach Access Improvements; Recreation Center Restrooms Upgrade; and Emergency Repair to the Pipeline on Clubhouse Drive.

Administrative Reports

Clerk, Construction, Dog, Fire, Police, Treasurer, Tax, Vital Statistics

Council Comments
Councilmember Conrad shared memories of Steve Sheftz, gave an update on the Delaware Bayshore Council, commented on the opportunity zone, and wished everyone a blessed and merry Christmas and a safe new year.

Councilmember Perry informed about AC Electric and other agencies offering utility assistance programs. He wished everyone a merry Christmas and a safe and happy new year.

Councilmember Roy wished everyone a merry Christmas and a safe, happy and healthy new year.

Mayor Simonsen, on behalf of Deputy Mayor Sippel, applauded the Recreation Department for a successful Ferry Merry Christmas event.
Mayor Simonsen spoke about the importance of school safety and the Township's shared service agreement with LCMR. He communicated progress from NJ Transit about adding the airport to their bus route, and reminded about the Reorg Meeting and the New Year's Eve Party. He also shared kind words in memory of Steve Sheftz, and wished every a blessed and merry Christmas.

Councilmember Conrad thanked the Rotary Club and the Recreation, Police and Public Works Departments for a great Christmas parade.

Call to the Public
Chris Marlowe, Seagrove Ave, inquired about board updates on the Twp website.
Eileen Kreis addressed Mr. Marlowe's question.

Closed Session
Res. #2018-393 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Possible Acquisition of Land**

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

Council adjourned to Closed Session at 7:38 p.m.

Council returned to Open Session at 8:12 p.m.

Adjournment
There being no further business to address, motion to adjourn moved by Councilmember Perry, seconded by Councilmember Conrad. Motion to adjourn was unanimous. Meeting adjourned at 8:12 p.m.

_____
Mayor

_____
Township Clerk

Approved:

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

RESOLUTION #2019-01

Title: **APPOINTMENT OF MUNICIPAL SOLICITOR FOR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township Of Lower has the need to acquire legal counsel, and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed $17,500; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, David Stefankiewicz of Stefankiewicz & Belasco has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of $28,000 per annum for attendance at meetings plus all other services to be billed at $150.00 per hour; $190.00 per hour for two or more attorneys simultaneously required to collaborate; for a total price not to exceed $125,000 for the year; and

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

Appropriation # 9-01-20-155-200

CFO Signature _____
Lauren Read, CFO

WHEREAS, David Stefankiewicz of Stefankiewicz & Belasco has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE ITRESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints David Stefankiewicz of Stefankiewicz & Belasco as Solicitor and approves the contract with David Stefankiewicz of Stefankiewicz & Belasco for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPLE						
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 January 2, 2019.

_____
Julie A Picard, Township Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 2nd day of January, 2019, by and between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION** of the State of New Jersey (hereinafter referred to as "Township") and **DAVID A. STEFANKIEWICZ, ESQUIRE**, an attorney-at-law of the State of New Jersey (hereinafter referred to as "Township Solicitor"), of the Law Firm of Stefankiewicz & Belasco, LLC (hereinafter, referred to as the "Law Firm"), having an office at 111 E. 17th Avenue, Suite 100, North Wildwood, New Jersey 08260.

WITNESSETH

WHEREAS, pursuant to Resolution adopted by the Township Council on the 2nd day of January 2019, David A. Stefankiewicz, Esquire, was appointed Township Solicitor for the Township of Lower; and

WHEREAS, said appointment was made in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey under the Fair and Open Process which requires the execution of a written contract; and

WHEREAS, the Township Solicitor hereby represents that both he and his law firm are in good standing with the State of New Jersey and are authorized to practice law and do business therein; and

WHEREAS, the Chief Financial Officer of the Township of Lower has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **APPOINTMENT:** The Township hereby employs David A. Stefankiewicz, Esquire, as its Township Solicitor until December 31, 2019 or until such time as a successor is appointed after the one (1) year term of this Contract has ended.

2. **COMPENSATION**: Township shall pay to the Township Solicitor the sum of Twenty-Eight Thousand ($28,000.00) Dollars payable in equal bi-monthly amounts as basic compensation to attend work sessions and regular and special meetings of Council which services do not constitute and are exempt from billable legal services as defined in the following Section.

3. **BILLABLE LEGAL SERVICES**: All other legal services performed by the Township Solicitor on behalf of the Township shall be billable at the billing rate set forth herein with the exception of those set forth in the preceding Section 2. These legal services include but are not limited to preparation and review of Resolutions and Ordinances as necessary; receiving, reviewing, responding, consulting and advising the Township and its representatives on legal matters; drafting and addressing all correspondence pertaining to the Township's day-to-day legal affairs and responding to all questions from Council, the Mayor and the Township Manager and such other Township officers, employees and agents related to the governance of the Township; reviewing legal issues and providing advice as to applicable privileges and/or legal requirements relevant to such items; assisting the Township Clerk/Manager in connection with duties under the Open Public Records Act and all other laws governing the operation of the Township; reviewing, researching and rendering written and/or verbal legal opinions that the Township may require on matters related to governance or legal affairs of the Township; reviewing documents related to bonding procedures and consulting with bond counsel; preparing as necessary and reviewing as to form and sufficiency all documents related to the public bidding process for Township projects and rendering opinions thereon for purposes of awarding or

rejecting bids; addressing questions of land use law from the Zoning and Construction officials; keeping abreast of current legal changes and issues affecting the Township; preparing and reviewing real estate documents including but not limited to deeds and easements on behalf of the Township; handling legal research projects; engaging in consultations with internal and outside professionals and/or agencies; dealing with the media on legal issues; attendance and/or participation at informal meetings, hearings, and/or information sessions on behalf of the Township and/or assisting the Township Manager in extraordinary matters outside of the day-to-day operation of the Township; representing the Township in all matters involving litigation and all other legal matters except for litigation and legal matters which require retention of a specialist(s) for which the Solicitor shall consult with the Township concerning choice of counsel and shall serve as the liaison between said counsel and the Township and review the performance of said counsel; apprise the Township of the status of litigation and legal matters in a timely manner; selecting outside counsel for real estate tax appeals should solicitor in his sole discretion elect not to handle such appeals and to review and monitor the performance of said counsel if so retained; and otherwise performing all other obligations and duties requested by the Township or customarily performed by a municipal solicitor in the course of governmental business in the State of New Jersey. It is contemplated that some or all of the work required hereunder may be performed by Robert Belasco, Esquire and/or other attorneys in the Solicitor's law firm under the direction and supervision of the Solicitor.

The Township shall compensate the Township Solicitor for all services described in this Paragraph 3 at the rate of One Hundred Fifty ($150.00) Dollars per hour including work performed by any other attorney employed by his firm. However, in the event two (2) or more attorneys are required to simoultaneaously collaborate on any legal matter and/or jointly hanhdle any legal matter which

occurs from time to time, the Solicitor shall be paid a combined rate of One Hundred-Ninety ($190.00) Dollars per hour. All services required in the Paragraph shall be compensated on an hourly basis in increments of tenths of an hour. Billing in accordance with this Section shall not exceed One Hundred Twenty-Five Thousand ($125,000.00) Dollars without the prior approval of the Township.

4. The Township shall have no responsibility to provide or pay for items generally regarded to be included in the overhead costs of a law practice.

5. The Township shall not be required to furnish any medical hospitalization or major medical coverage to the Township Solicitor.

6. The Township Solicitor shall provide his own professional liability and workmen's compensation insurance and shall provide same for any and all employees of his law firm.

7. The specific term of this agreement shall be for one (1) year from the date of the reorganization meeting in January 2019, until the first meeting of the Township Council in 2020, or until reappointment or until the appointment of a successor at the expiration of this Contract. This Agreement may be extended upon the written execution thereof by all parties and in accordance with the law.

8. Any controversy or claim arising out of or relating to the interpretation of this Contract shall be settled by arbitration in Cape May County under the laws of the State of New Jersey before an arbiter chosen by the American Arbitration Association; the decision of the arbitrator shall be final and binding upon both parties and any award made by the arbiter may be entered as a Judgment in any Court of competent jurisdiction.

9. This Contract has been awarded to David A. Stefankiewicz, Esquire, based on his merits and abilities to provide the goods and services as described herein. This Contract was awarded as a professional service contract. As such, the undersigned does hereby attest that David A. Stefankiewicz,

Esquire, his subsidiaries, assigns or principals controlling in excess of 10% of the company he works for has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19: 44A-8 or 19: 44A-16, in the one (1) year preceding the award of the Contract that would, pursuant to P.L. 2004, c. 19, affect his eligibility to perform this Contract, nor will he make a reportable contribution during the term of the Contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the Contract is awarded.

10. During the performance of this Contract, the Township Solicitor agrees as follows:

a. The Township Solicitor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Township Solicitor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Township Solicitor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. The Township Solicitor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Township Solicitor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The Township Solicitor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of Township Solicitor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Township Solicitor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The Township Solicitor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Township Solicitor or subcontractor, where applicable agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Township Solicitor or subcontractor where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are

taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

h. The Township Solicitor or subcontractor, where applicable, shall furnish such reports or other documents to the a affirmative Action office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c. 127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction for a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17: 27.

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

WITNESS:

_____

THE TOWNSHIP OF LOWER

By: _____

WITNESS:

_____

TOWNSHIP SOLICITOR

By: _____

12/24/15

Taxpayer Identification# 810-800-449/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Frusciono

James J. Frusciono
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
STEFANKIEWICZ & BELASCO LLC

TRADE NAME:

ADDRESS:
111 E 17TH STREET, SUITE 100
NORTH WILDWOOD NJ 08260

SEQUENCE NUMBER:
2009437

EFFECTIVE DATE:
12/24/15

ISSUANCE DATE:
12/24/15

Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Exhibit A – Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq.,
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; reselection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Exhibit A – Mandatory Equal Employment Opportunity Language
N.J.S.A. 10:5-31 et seq.,
N.J.A.C. 17:27

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

Submitted by:

Name of Firm: Stefankiewicz and Belasco, LLC

By: [signature]

Title: Solicitor

Date: 11/26/18

Law Office Of
Stefankiewicz & Belasco
111 E 17Th Ave Ste 100
North Wildwood, New Jersey 08260

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the law office by the name Stefankiewicz & Belasco, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the 2019 contract year to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II – Ownership Disclosure Certification

● I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ● Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Stefankiewicz and Belasco, LLC
Signature of Affiant: _____ Title: Solicitor Lower Township
Printed Name of Affiant : DAVID A. STEFANKIEWICZ Date: 11/16/18

Subscribed and sworn before me this 26 day of November, 2018

My Commission expires: 9/20/2023

MICHELE E. SNYDER NOTARY PUBLIC ID # 50090664 COMMISSION EXPIRES 9/20/2023 STATE OF NEW JERSEY

(Witnessed or attested by)

(Seal)

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 86-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
		Ø
11/16/18	~~Law Office Of~~	
	~~Stefankiewicz & Belasco~~	
	111 E 17Th Ave Ste 100	
	~~North Wildwood,~~ New Jersey 08260	

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

X

Subscribed and sworn before me this 16th day of November 16, 2018.

My Commission expires:

Maureen M. Karavangelos
(Witnessed or attested by)

(Seal)

MAUREEN M KARAVANGELOS
ID # 2433763
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 8, 2023

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Stefankiewicz + Belasco LLC

Organization Address: 111 E. 17th Ave #100 N. Wildwood, NJ 08260

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
DAVID A Stefankiewicz	Redacted
Robert T. Belasco	Original on File

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of Lower* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of Lower* to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Township of Lower* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:	X	Date:	11/16/18

CONTACT INFORMATION
AND LOCATION OF OFFICES FROM WHICH
SERVICES SHALL BE PERFORMED

Please be advised that our law firm and each member can be reached by office telephone; cell phone; facsimile, and e-mail as follows:

Robert T. Belasco, Esquire
STEFANKIEWICZ & BELASCO, LLC
111 East 17th Avenue – Suite 100
North Wildwood, New Jersey 08260

Phone: 609-729-5250 ext. 216
Telefax: 609-729-0954
Cell Phone: 609-600-7070
rbelasco@sblawteam.com

David A. Stefankiewicz, Esquire
STEFANKIEWICZ & BELASCO, LLC
111 East 17th Avenue – Suite 100
North Wildwood, New Jersey 08260

Phone: 609-729-5250 ext. 214
Telefax: 609-729-0954
Cell Phone 609-602-5040
dstef@sblawteam.com

OFFICE STAFFING PLAN AND RESOURCES

Please be advised that our office is conveniently located at 111 East 17th Avenue, North Wildwood, New Jersey 08260. Our location, office layout and staffing is designed to serve our clients in the most competent, effective and professional manner, incorporating modern technologies with the personal benefits of a small law office. State of the art technology allows us to conduct legal research online, tapping into legal data bases that are available to many law offices. Our technology allows virtually unlimited access to these data bases so that online research does not subject our clients to additional costs.

Additionally, the firm employs a legal assistant, Maggie Parson, and an experienced paralegal, Maureen Karavangelos. Both women have over 20 years combined legal experience.

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

RESOLUTION #2019-02

Title: **APPOINTMENT OF TOWNSHIP LABOR ATTORNEY FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire a Labor Attorney and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed $17,500, and William G. Blaney of Blaney & Karavan, P.C. has submitted a proposal indicating that he will provide the goods or services described above for a price of $140.00 per hour not to exceed $ 40,000; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 9-01-20-155-287

CFO Signature _____
Lauren Read, CFO

WHEREAS, Blaney & Karavan, PA has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political committee or candidate in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints William Blaney Esq. as Labor Attorney and approves the contract with William Blaney, Esq of Blaney & Karavan for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township 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 January 2, 2019.

_____
Julie A Picard, Township Clerk

THIS AGREEMENT made and entered into this 2nd day of January, 2019, by and between:

LOWER TOWNSHIP, with offices at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter called the Party of the First Part); and

WILLIAM G. BLANEY of 2123 Dune Drive, Suite 11, Avalon, N.J. 08202, (hereinafter called the Party of the Second Part).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that William G. Blaney, Esq. (Labor Attorney) and other members of the law firm of Blaney & Karavan, P.C. are specially qualified as a professional in rendering services in the field of collective bargaining negotiations, personnel administration, employer-employee relations, and other related matters in this field.

2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.

3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue to December 31, 2019, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid. Party of the second part further agrees that this Agreement may be terminated by the Township immediately "for cause." As used herein, the

term "for cause" shall include, but not be limited to, party of the second part's embezzlement, dishonesty, disloyalty, breach of this Agreement; the continued or repeated failure of inability of party of the second part to perform his duties and responsibilities pursuant to the terms of this Agreement; the commission by the party of the second part of an act of immoral turpitude which has or could have an adverse effect on Township or its business; party of the second part's conviction or plea of nolo contendere to a felony or misdemeanor or if such misdemeanor involves a crime of dishonesty or fraud; the use by party of the second part of drugs or alcohol intemperately; or the commission by the party of the second part of any willful or intentional act causing intentional injury or potential harm to Township; its employees, agents or its business. As used herein "disloyalty" shall be defined as unauthorized disclosure of information about Township or unauthorized public statements about Township or its business which could have or does have an adverse effect on the Township or Township's business.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of collective bargaining negotiations, personnel administration, employer-employee relations, including the furnishing of advice, guidance and consultation pertaining to the same, conferring with Township officials regarding representation proceedings, existing contractual arrangements, an analysis of all existing contracts, preparing strategy for collective bargaining negotiations, negotiating the collective bargaining agreements, preparation of proposals, analysis of counter proposals, preparing economic analysis of contract proposals, conferring with administrative personnel, representation during disciplinary hearings and mediation, fact-finding or arbitration, if required, grievance handling and such other matters

pertaining to labor or labor relations as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request verbally or in writing from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Forty Five ($140.00) Dollars per hour, (not to exceed $40,000.00),which shall be paid from time to time upon the submission of proper verified legal statements on Township forms, detailing the work actually performed, for services rendered. Where any resolution, ordinance, or contract provides for payment or reimbursement by a third party or legal fee to the Township, such payment shall be made to the Township of Lower and not to the party of the second part's office, directly.

8. It is understood and agreed that the aforesaid compensation does not include the cost of toll telephone calls, photocopy expenses, postage, travel expenses, including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness fees, or other similar costs shall be paid in addition to the aforesaid hourly fee for services. It is anticipated that there may be large photocopying expenses incurred on a particular project, that party of the second part will discuss same with the Township Manager who will render a decision as to whether a Township employee shall incur the photocopying duties rather than the private firm in order to save costs.

9. The Party of the Second Part shall provide at its own cost and expense proof of the following insurance to the Party of the First Part:

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of five hundred thousand ($500,000) with a minimum annual aggregate of one million ($1,000,000) dollars.

C. Errors and Omissions/Professional Liability

A minimum limit of liability of one million ($1,000,000) dollars per incident and in the annual aggregate.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Party of the Second Part. The Party of the First Part shall take no action to cancel or materially change any of the insurance required under this Contract without the Party of the Second Part's prior approval. The maintenance of insurance under this section shall not relieve the Party of the First Part of any liability greater than the limits or scope of the applicable insurance coverage.

10. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of Lower Township for any purpose but as an independent professional contractor for services.

11. The execution of this contract has been authorized on behalf of Lower Township by Resolution No. 19-02 dated January 2, 2019.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

LOWER TOWNSHIP

ATTEST:

By:_____

_____

WILLIAM G. BLANEY, ESQUIRE

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BLANEY & KARAVAN, P.C.
Trade Name:	
Address:	3311 NEW JERSEY AVE WILDWOOD, NJ 08260-2323
Certificate Number:	0505139
Effective Date:	March 31, 1986
Date of Issuance:	October 30, 2018

For Office Use Only:

20181030103057600

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Firm Name: Blaney Kerawan

Name of Agent: William G. Blaney

Title: President

Date: 12/20/18

Certification 50550

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2015 TO 15-APR-2020

BLANEY & KARAVAN, P.C.
3311 NEW JERSEY AVE., PO BOX 1344
WILDWOOD NJ 08260

FORD M. SCUDDER
Acting State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Blaney Kavanan has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation _ Sole Proprietorship X Subchapter S Corporation
_ Limited Partnership _ Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William G. Blaney	Redacted Original on File
Maureen H. Kavanan	

Part 3 B Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Blaney Kavanan
Signed: [signature] Title: President
Print Name: William G Blaney Date: 12/20/18

Subscribed and sworn before me this 20 day of December, 2018
[signature]
My Commission expires:

William G. Blaney
(Affiant)
William G. Blaney, President
(Print name & title of affiant) (Corporate Seal)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 20 day of December, 2018

Notary Public

(APM08008056.DOC v. 1)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Blaney Karavan

Organization Address: 2123 Pine Drive, St. 11, Avalon, NJ 08202

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): Subchapter S

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
William G. Blaney	Redacted - Original on File
Nancy H. Karavan	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
William G. Blaney	Redacted Original on File
Marcus H. Karwan	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William G. Blaney	Title:	President
Signature:	[signature]	Date:	12/20/18

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

RESOLUTION #2019-03

Title: **APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal auditor and is satisfied with the services rendered by the current vendor and desires to authorize this appointment using as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed $17,500, and Ford Scott and Associates, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed $ 40,000; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 9-01-20-130-299,135,207

Signature _____

WHEREAS, Ford Scott and Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott and Associates, LLC has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Ford Scott and Associates, LLC from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Ford Scott and Associates, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 January 2, 2019.

_____
Julie A Picard, Township Clerk

FORD-SCOTT
& ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS
1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226
PHONE 609.399.6333 • FAX 609.399.3710
www.ford-scott.com

December 6, 2018

Mayor and Governing Body
and Chief Financial Officer
Township of Lower
2600 Bayshore Road
Villas, N.J. 08251

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide the Township of Lower for the year ended December 31, 2018. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the Township of Lower as of and for the year ended December 31, 2018. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2019 Local Municipal Budget from information provided to us by officials of the Township of Lower.
- Assistance in the preparation of the 2018 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2018 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2018 Annual Debt Statement.

We have also been engaged to report on supplementary information other than Required Supplementary Information (RSI) that accompanies the Township of Lower's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedules of Expenditures of Federal & State Awards (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

> Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
>
> If applicable, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB 15-08 (if applicable).

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the Provisions of the Uniform Guidance and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter paragraphs. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state award programs, if applicable; federal and state award programs, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance and New Jersey OMB 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, if applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance, and New Jersey OMB 15-08.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards (if required), and related notes of the entity in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, the Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedules of expenditures of federal and state awards and the related notes, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal and state awards, if applicable, and all accompanying information in conformity with the Regulatory Basis of Accounting promulgated by the Division of Local Government Services in the State of New Jersey; and for compliance with applicable laws and regulations (including federal and state statutes), and the provisions of contracts and grant agreements (including award agreements.) Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and New Jersey OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting prescribed by the NJ Division of Local Government Services. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals, will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $40,000. In addition, we will bill separately at our standard hourly rates for any additional services requested by the Township of Lower. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Township of Lower and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Leon P. Costello

Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE:

This letter correctly sets forth the understanding of the Township of Lower.

By: _____
Chief Financial Officer
Title: _____

Date: _____

By: _____
Mayor
Title: _____

Date: _____

DAVIE KAPLAN
Certified Public Accountants

November 30, 2016

To the Partners of Ford, Scott & Associates, LLC
and the Peer Review Committee of the NJCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ford, Scott & Associates, LLC has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

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

RESOLUTION #2019-04

Title: **APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel and is satisfied with the services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the contract may exceed $17,500, and Archer & Greiner, P.C. has submitted a proposal indicating that they will provide the goods or services described above; and

WHEREAS, the term of this contract is one year, January 1, 2019 – December 31, 2019; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation: Applicable Bond Ordinances

CFO Signature: _____
Lauren Read, CFO

WHEREAS, Archer & Greiner has completed and submitted a Business Entity Disclosure Certification which certifies that Archer & Greiner has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Archer & Greiner from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Archer & Greiner for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 January 2, 2019.

_____
Julie A Picard, Township Clerk

BOND COUNSEL SERVICES
A G R E E M E N T

THIS AGREEMENT, made as of this 3rd day of January, 2019, between the TOWNSHIP OF LOWER, a body politic of the State of New Jersey, herein designated as the "Township", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Highway 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes.

When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the Township, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township.

I. Bond Counsel will provide legal services listed in the Township's solicitation of qualifications, which are incorporated herein by this reference.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of $3,500, plus $1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of $400 for each single purpose ordinance and $550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be $1,000.00 for Bond Counsel's approving legal opinion in connection with such a financing and $.50 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving refundings or the combination of numerous

ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a bond issue providing the payment of a prior issue of bonds, there will be a fee of $5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from $75 to $150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or federal or state department/agency/authority financing undertaken by the Township.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided

that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the TOWNSHIP OF LOWER has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF LOWER

ATTEST:

BY:_____

_____,
Authorized Officer

_____

_____,
Township Clerk

ARCHER & GREINER P.C.

BY:_____
JOHN M. CANTALUPO

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Archer & Greiner, PC

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18 day of December 2018

(Notary Public)

My Commission expires:

(Affiant)

Christopher R. Gibson, President

(Print name & title of affiant)

(Corporate Seal)

LISA FORTUCCI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 10, 2023

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
< *TOWNSHIP OF LOWER* >

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the ***Township*** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
	No one stockholder owns 10% or more.

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Archer & Greiner, PC
Signature of Affiant: _____ Title: President
Printed Name of Affiant : Christopher R. Gibson Date: 12/18/18

Subscribed and sworn before me this 18 day of December, 2018

My Commission expires:

_____ (Witnessed or attested by)

_____ (Seal)

LISA FORTUCCI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 10, 2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Archer & Greiner, PC		
Address:	One Centennial Square		
City:	Haddonfield	State: NJ	Zip: 08033

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Christopher R. Gibson Printed Name	President Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

Certification 11582

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2016 to 15-JUL-2019

ARCHER & GREINER, P.C
ONE CENTENNIAL SQUARE
HADDONFIELD NJ 08033

FORD M. SCUDDER
Acting State Treasurer

12/30/04

Taxpayer Identification# 222-092-948/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or need more information, please call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
ARCHER & GREINER, A PROFESSIONAL CORPORA

TRADE NAME:

ADDRESS:
1 CENTENNIAL SQUARE
HADDONFIELD NJ 08033

SEQUENCE NUMBER:
0060793

EFFECTIVE DATE:
12/12/75

ISSUANCE DATE:
12/30/04

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

RESOLUTION #2019-05

Title: **APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2019**

WHEREAS, there exists a need for the service of a Municipal Prosecutor in the Township of Lower, County of Cape May, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Blaney & Karavan Law Firm is hereby appointed as the Lower Township Municipal Prosecutor for the year 2019 for a term commencing on the date of this Resolution and continuing until December 31, 2019.

BE IT FURTHER RESOLVED that the Blaney & Karavan Law Firm as the Lower Township Municipal Prosecutor shall be paid a salary of $ 40,000 in equal monthly payments without benefits, payable monthly on the first Council meeting of every month and CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 9-01-20-155-285

CFO Signature: _____
Lauren Read, CFO

BE IT FURTHER RESOLVED that Blaney & Karavan have completed and submitted a Business Entity Disclosure Certification which certifies that Blaney & Karavan have not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Blaney & Karavan from making any reportable contributions through the term of the appointment.

BE IT FURTHER RESOLVED that any notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., be duly published in the Township's official newspaper.

	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 January 2, 2019.

_____
Julie A Picard, Township Clerk

THIS AGREEMENT made and entered into this 2nd day of January, 2019, by and between:

THE TOWNSHIP OF LOWER, with offices at 2600 Bayshore Road, Villas, NJ 08251 (hereinafter called the Party of the First Part); and

BLANEY & KARAVAN, P.C. of 2123 Dune Drive, St. 11, Avalon, N.J. 08202, (hereinafter called the Party of the Second Part).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that the law firm of Blaney & Karavan, P.C. is specially qualified as a professional in rendering services in the field of Municipal Prosecutor.

2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.

3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue for a period of one (1) year from January 1, 2019

through December 31, 2019, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of municipal prosecution as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, of a yearly stipend of $40,000.00 without benefits for all regular municipal court sessions, payable in equal monthly installments and $80.00 per hour for Special Court Sessions within 30 days of receipt of an invoice for the same. Checks will be made payable to Blaney & Karavan, PC.

8. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of the Township of Lower for any purpose but as an independent professional contractor for services.

10. The execution of this contract has been authorized on behalf of the Township of Lower by Resolution No. 19-05 dated Jan 2 2019.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

TOWNSHIP OF LOWER

ATTEST:

By:_____

_____

WILLIAM G. BLANEY, ESQUIRE, President
On behalf of Blaney & Karavan, PA

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BLANEY & KARAVAN, P.C.
Trade Name:	
Address:	3311 NEW JERSEY AVE WILDWOOD, NJ 08260-2323
Certificate Number:	0505139
Effective Date:	March 31, 1986
Date of Issuance:	October 30, 2018

For Office Use Only:

20181030103057600

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Firm Name: Blaney Kavanan

Name of Agent: William G. Blaney

Title: President

Date: 12/20/18

Certification 50550

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 TO 15-APR-2020

BLANEY & KARAVAN, P.C.
3311 NEW JERSEY AVE., PO BOX 1344
WILDWOOD NJ 08260

FORD M. SCUDDER
Acting State Treasurer

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 25th day of December, 20 18

Notary Public

(APM00008056.DOC v.1)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Blaney Kavanaugh has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation _ Sole Proprietorship X Subchapter S Corporation
_ Limited Partnership _ Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	
William G. Blaney	Redacted Original on File
Marvin H. Kavanaugh	

Part 3 B Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Blaney Kavanaugh
Signed: [signature] Title: President
Print Name: William G. Blaney Date: 12/20/18

Subscribed and sworn before me this 20th day of December, 2018.

My Commission expires:

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

[signature] (Affiant)
William G. Blaney President
(Print name & title of affiant) (Corporate Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Blaney Karavan

Organization Address: 2123 Pine

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): Subchapter S

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address
William G. Blaney	Redacted Original on File
Marcus H. Karavan	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
William G. Blaney	Redacted - Original on File
Marcus H. Karavan	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William G. Blaney	Title:	President
Signature:		Date:	12/20/16

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

RESOLUTION #2019-06

Title: **APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2019**

WHEREAS, there exists a need for the service of a Municipal Public Defender in the Township of Lower, County of Cape May, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED that Seth Fuscellaro is hereby appointed by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as the Lower Township Public Defender for a term commencing on the date of this Resolution and continuing until December 31, 2019.

BE IT FURTHER RESOLVED that Seth Fuscellaro, as the Lower Township Public Defender shall be paid a salary of $15,000.00 without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days and the funds are available in the current fund as evidenced by the Chief Financial Officer's Certification and Signature:

_____

Lauren Read, Chief Financial Officer

BE IT FURTHER RESOLVED that any notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11–1 et seq., be duly published in the Township's official Newspaper.

	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 January 2, 2019.

_____

Julie A Picard, Township Clerk

LAW OFFICE OF
SETH A. FUSCELLARO, P.A.
100 E. RIO GRANDE AVENUE
WILDWOOD, NEW JERSEY 08260

PHONE: (609) 522-6633
FAX: (609) 522-5030
www.fuscellarolaw.com

SETH A. FUSCELLARO, ESQUIRE
email: seth@fuscellarolaw.com

Member of New Jersey &
New York Bar Associations

NJSBA No. 039071998

December 3, 2018

Mrs. Julie Picard
Township Clerk
2600 Bayshore Road
Villas, NJ 08251

RE: Township of Lower
Municipal Court Public Defender

Dear Mrs. Picard:

Please accept this correspondence along with the enclosures as a confirmation of my interest in the Township of Lower, Municipal Court Public Defendant position. Enclosed please find my resume listing my qualifications and experience for this position. My office location is as stated above and is fully staffed with the capabilities to handle the position and services to be provided as the Public Defender to the Township of Lower. Enclosed please find my resume which lists my qualifications and experience for this position. In accordance with the Fair and Open Process for Contracts of the Municipality, my proposed salary of $15,000 does not exceed the $15,000.00 per year option.

I have confirmed with my Associate, Toni D. Z. Fuscellaro, Esquire of her availability to cover this position for myself should a conflict with my scheduling occur. In addition, I do not foresee any conflicts with my representation of approved clients for a public defender in the Township of Lower.

I thank you for giving me your consideration for the position and hope to serve your community in the future.

Very truly yours,
LAW OFFICE OF SETH A. FUSCELLARO, P.A.

Seth A. Fuscellaro

Enclosure

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

RESOLUTION #2019-07

Title: **APPOINTMENT OF JOINT INSURANCE FUND RISK MANAGEMENT CONSULTANT**

WHERAS, the Governing Body of the Township of Lower is a member of the **Atlantic County Municipal Joint Insurance Fund**, a self- insurance pooling fund, following a detailed analysis; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a **RISK MANAGEMENT CONSULTANT** to perform various professional services as detailed in the Bylaws; and

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required, and was included in the cost considered by the Governing Body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby appoint J. Byrne Agency as its Risk Management Consultant in accordance with N.J.S.A. 40A:11-5 at a fee of 5% of the combined ACMJIF and MELJIF net assessment amount as per their proposal (year 2 of a three year proposal) for the period of January 1, 2019 to December 31, 2019.

BE IT FURTHER RESOLVED that the proper officials are hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5 (1), (a), (i).

	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 January 2, 2019.

_____

Julie A Picard, Township Clerk

Agreement

Risk Management Consultant
Atlantic County Municipal Joint Insurance Fund

This agreement, entered into this 1st day of January, 2018, between the Township of Lower (hereinafter referred to as the municipality) and the J. Byrne Agency, Inc. (Corporation) of the State of New Jersey, having its principal office at 5200 New Jersey Avenue, Wildwood, NJ (hereinafter referred to as the Consultant)

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the municipality desires these professional services pursuant to the resolution adopted by the Township Council of the Municipality at a meeting held on ;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1) The consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:

   A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.

   B) Assist the Municipality in understanding and selecting the various coverage's available from the Atlantic County Municipal Joint Insurance Fund.

   C) Review with the Municipality any additional coverage's that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverage's outside the Fund.

D) Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.

E) Review the Municipality's assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.

F) Review the loss engineering reports and generally assist the safety committee in its loss containment objectives.

G) Assist where needed in the settlement of claims, with the understanding that the scope of he Consultant's involvement does not include the work normally done by a public adjuster.

H) Any other services required by the Fund's ByLaws.

2) The term of this agreement shall be for three (3) years from the first day of January, 2018, or from the effective date of coverage.

3) The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to five percent (5%) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of the payment of the member's assessment. The consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.

4) For any coverage's, authorized by the Municipality, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.

Township of Lower

ATTEST: [signature] By: [signature]
Julie Picard, Clerk Erik Simonsen, Mayor

DATED: 1-3-2018

J. BYRNE AGENCY

ATTEST: [signature] By: [signature]
Thomas P. Byrne, AIA
President

DATED: 1/9/18

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

RESOLUTION #2019-08

Title: **APPOINTMENT OF MUNICIPAL ENGINEER FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township has a need to acquire a Municipal Engineer and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed $17,500, and Mott MacDonald, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed $450,000; and

WHEREAS, the Township Manager is granted authority to approve engineering proposals costing $10,000 or less with a valid purchase order; availability of funds authorized by the CFO and signatures of the appropriate officials; and

WHEREAS, the anticipated term of this contract is one year, January 1, 2019 thru December 31, 2019; and

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

Appropriation: Various Capital Ordinances

CFO Signature: _____
Lauren Read, CFO

WHEREAS, Mott MacDonald, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Mott MacDonald, LLC has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Mott Macdonald, LLC from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Mott MacDonald, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 January 2, 2019.

_____
Julie A Picard, Township Clerk

MOTT MACDONALD

Ms. Julie Picard, RMC
Township Clerk
2600 Bayshore Road
Villas, NJ 08251

Your Reference
2019 Engineering Services

Our Reference
405951

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

T +1 (609) 465 9377
F +1 (609) 465 5270
www.mottmac.com

2019 Agreement for Professional Engineering and Planning Services
Township of Lower, Cape May County, New Jersey

December 10, 2018

Dear Ms. Picard:

Mott MacDonald looks forward to continuing to provide professional consultation services to the Township of Lower as the Municipal Engineer, Planning Board Engineer and Zoning Board of Adjustment Engineer in 2019. Mott MacDonald proposes to provide Mr. Mark Sray, PE, CME to serve as the Township Engineer and Mr. Shawn A. Carr, PE, CME to serve as the Assistant Municipal Engineer, Planning Board Engineer and Zoning Board of Adjustment Engineer.

Mr. Sray and Mr. Carr will continue to provide effective and responsive Municipal Engineering services to the Township of Lower from our office located in nearby Cape May Court House, New Jersey. In addition to our firm's Municipal Engineering experience, Mr. Sray and Mr. Carr can draw upon the variety of talented professionals of various engineering disciplines employed by the firm to provide professional engineering and technical assistance to the Township.

As in the past nine years, we can provide services in a variety of areas of expertise and we are available to assist the Township and the Township Planning & Zoning Boards with general engineering and environmental consultation services on an as-needed basis, in a timely and effective manner.

As requested we have enclosed two (2) executed copies of our 2019 Professional Engineering and Planning Services contract with the Township. Upon execution of the agreements, please return one (1) copy to our office for our files. We have also included the following items as requested:

- 2019 Fee Schedule (Exhibit B of the enclosed contract);
- Certificate of Insurance;
- Business Registration Certificate;
- Mandatory Equal Opportunity form;
- Certificate of Employee Information Report
- Business Entity Disclosure Certification
- Statement of Ownership
- Affidavit of Pay-To-Play Compliance form; and
- Form W-9

MOTT MACDONALD

We look forward to continuing to serve the Township of Lower in 2019 and beyond. Should you have any questions or require additional information, please feel free to contact our office.

Very truly yours,

Mott MacDonald, LLC

Cathleen Marcelli, PE, CME
Vice President
T 732.780.6565 F 732.577.0551
cathleen.marcelli@mottmac.com

Enclosures

cc: Mark R. Sray, PE, CME
Shawn A. Carr, PE, CME

SF-MUN-ENG
041801 042302

AGREEMENT
FOR
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

THIS AGREEMENT is made and entered into this day of January, 2019, by and between **MOTT MacDONALD, LLC,** having its principal place of business at 111 Wood Avenue South, Iselin, New Jersey 08830, hereinafter called "ENGINEER"; and **TOWNSHIP OF LOWER** a municipal corporation of the State of New Jersey, having offices at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering and planning consulting services through the year 2019 (sometimes referred to herein as the "Work"), and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder, and

WHEREAS, CLIENT wishes to retain the services of Mark R. Sray and Shawn A. Carr, Professional Engineers licensed by the State of New Jersey, with the firm Mott MacDonald, LLC in the position of Township Engineer and Assistant Township Engineer/Zoning Board Engineer/Planning Board Engineer, respectively, for a one-year period commencing on January 1, 2019 (sometimes referred to herein as the "Work"), and

WHEREAS, funds are available for this purpose;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

a. ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

b. The ENGINEER is hereby authorized to perform General Municipal Engineering Services as ordered by the CLIENT.

c. For other Services Work Orders specifying the specific professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral directives from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

d. No Work Orders shall be issued unless funds have been appropriated for this purpose and duly committed to this Agreement. Each Work Order shall contain a certificate, from the CLIENT's authorized representative, of the availability of funds for this purpose and shall be accompanied by a certified copy of the CLIENT's Resolution authorizing the Work.

e. ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

f. ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its

professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for any other persons, including but not limited to the agents, employees and contractors of CLIENT. **ENGINEER's SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.**

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

a. If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

b. Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

c. Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

d. Services after completion of the Work ordered -- Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

e. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

a. Provide all criteria and full information as to CLIENT's requirements for the services.

b. Assist ENGINEER by placing at his disposal all available information pertinent to the services including previous reports and any other data relative to the Work.

c. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

d. Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

e. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

f. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

g. Furnish or request ENGINEER to provide necessary Additional Services as required for the Work.

h. Provide all record-keeping and file all reports required to comply with the CLIENT's legal responsibility.

SECTION 4 - PERIOD OF SERVICE

a. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the services through completion.

b. If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of

completion of the services shall be equitably adjusted appropriately.

c. This Agreement shall cover the period from January 1, 2019, through December 31, 2019.

SECTION 5 - PAYMENTS TO ENGINEER

a. CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's 2019 Rate Schedule, attached hereto as Exhibit B.

b. A not to exceed amount shall be established by mutual agreement for each work order.

c. The not to exceed amount shall not be exceeded without the express written authorization of CLIENT. If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

d. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

e. For Additional Services rendered under Section 2(a) on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project. The ENGINEER may also be contracted and paid on a lump sum basis for specific projects, as agreed upon by the CLIENT.

f. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

g. For Reimbursable Expenses. In addition to payments provided for in Paragraph 5(d), CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

h. The terms ENGINEER's Hourly Rate Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5(l) hereinafter.

i. Times of Payments -- ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon a time and materials summary or percent complete for projects contracted on a lump sum basis) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

j. Other Provisions Concerning Payments If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

k. In the event of a termination under paragraph 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

l. Reimbursable Expenses.
Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery

charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B.

m. ENGINEER's Hourly Rate Schedule. ENGINEER's 2019 Rate Schedule is set forth in Exhibit B.

SECTION 6 - GENERAL PROVISIONS

a. Termination -- Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

b. Reuse of Documents -- All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

c. Project Records -- As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

d. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

e. This Agreement is to be governed by the laws of the State in which the services are to be performed.

f. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

g. Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, except as stated in Paragraph 6(f) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

h. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to any one other than CLIENT and ENGINEER.

i. Estimates of Cost -- Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an

engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

j. Notwithstanding anything else to the contrary herein, the liability of either party to the other under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the greater of: (a) the amount of professional service fees paid to the ENGINEER under this Agreement; or (b) the amount of liability insurance posted by the CLIENT at the time of execution of this Agreement. ENGINEER and the CLIENT hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages.

SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

The following Exhibits are attached to and made a part of this Agreement:

a. Further Description of Basic Services (Exhibit A).

b. The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).

c. Mandatory Affirmative Action Clause (Exhibit C).

d This Agreement is subject to the following special provisions -- The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

e. Insurance -- ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

i. Worker's Compensation Insurance with statutory coverage and $1,000,000 employer's liability coverage.

ii. Commercial General Liability Insurance with aggregate annual limits of $1,000,000.

iii. Automobile Liability Insurance with aggregate annual limits of $1,000,000.

iv. Professional Liability Insurance with aggregate annual limits of $1,000,000.

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of Pages 1 to 6, inclusive), together with the Exhibits identified in Section 7 above), constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 9 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political contribution Disclosure. This contract has been awarded to ENGINEER based on the merits and abilities of ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that ENGINEER, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

_____

TOWNSHIP OF LOWER

By _____

_____
Type or Print Name

_____
Title

ATTEST:

Marcie Gurzak

MOTT MacDONALD, LLC

By Cathleen Marcelli
Cathleen Marcelli
Vice President

EXHIBIT B

MOTT MACDONALD

2018 Hourly Rate Schedule
Township of Lower
Township of Lower Planning Board
Township of Lower Zoning Board of Adjustment

	Per Hour*
Municipal Engineer	$153.00
Planning Board Engineer/Zoning Board Engineer/Assistant Municipal Engineer	$138.50
Vice Presidents / Principals	$170.00
Principal Project Managers / Associates / Senior Associates	$153.00
Sr. Project: Engineer, Architect, Manager, Scientist, Geologist	$153.00
Project Managers / Project Engineers / Project Architects.	$139.00
Project Scientists / Project Geologists	$135.50
Sr. Engineers / Sr. Designers / Sr. Architects / Sr. GIS & CAD Specialists	$131.50
Sr. Scientists / Sr. Geologists / Sr. Environmental Specialists	$131.50
Engineers / Designers / Architects	$90.00 to $123.50
Senior Inspectors (V) / Senior Surveyors (Licensed, V)	$101.00 to $139.00
Scientists / Geologists / Environmental Scientists	$83.50 to $121.50
Inspectors / Surveyors / Crew Chiefs / Field Technicians	$64.50 to $113.50
Drafters / CAD Operators / GIS Technicians / Engineering Technicians.	$64.50 to $97.00
Administration / Project Support	$51.00 to $83.50

*** Hourly rates for special consultations and services in conjunction with litigation are available on request.**

EXPENSES

Personal Auto / Company Auto	$0.535[1] / mile
Company Vans / Company Pick-Up	$0.535 / mile
Photocopies, Printing & Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service	Direct + 10%
Subcontractors (including Contract Laboratory)	Direct + 10%
Telephone (Cellular)	Variable
Field Equipment	Variable

[1]Varies, changes in accordance with Federal Rate Standard

Invoices are payable within 30 days of invoice date.
Delinquent bills are subject to finance charges of 1.5% per month.
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of New Jersey, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance Company	21873
INSURER B: Travelers Property Casualty Company of Ame	25674
INSURER C: American Automobile Insurance Company	21849
INSURER D: Lloyd's Syndicate 1886	C5136
INSURER E:	
INSURER F:	

INSURED
Mott MacDonald LLC
111 Wood Avenue South
Iselin, NJ 088304112 USA

COVERAGES

CERTIFICATE NUMBER: W9088059 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			MZX80988373	06/30/2018	06/30/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MZX80988373	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP-15S91842-18-NF	06/30/2018	06/30/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCW0029061801	06/30/2018	06/30/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			B080120388P18	06/30/2018	06/30/2019	Per Claim	$1,000,000
							Per Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 06/22/2018 WITH ID: W6564440.

Division: WWW

Re: 2019 Township Engineer and Asst. Township Engineer / Zoning Board Engineer/ Planning Board Engineer.

CERTIFICATE HOLDER

Township of Lower
2600 Bayshore Road
Villas, NJ 08251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MOTT MACDONALD LLC
Trade Name:	
Address:	111 WOOD AVENUE SOUTH ISELIN, NJ 08830-4112
Certificate Number:	1169109
Effective Date:	August 01, 2005
Date of Issuance:	July 25, 2016

For Office Use Only:

20160725083242072

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: Mott MacDonald, LLC

Name of Agent: Cathleen Marcelli

Cathleen Marcelli

Title: Vice President

Date: December 10, 2018

Certification 2062

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2018 to 15-AUG-2021

MOTT MACDONALD, LLC
111 WOOD AVE. SOUTH, 5T FLOOR
ISELIN NJ 08830

ELIZABETH MAHER MUOIO
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF LOWER

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Mott MacDonald, LLC* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *January 1, 2019* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or joint
Thomas Conrad	Candidate committee or local political party
David Perry	Committee formed for the election of members of
Rolland Roy	the Lower Township governing body

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SEE ATTACHED STATEMENT OF OWNERSHIP	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Mott MacDonald, LLC

Signature of Affiant: _____ Title: Executive Vice President

Printed Name of Affiant: Albert N. Beninato Date: December 6, 2018

Subscribed and sworn before me this 6th day of December 2018.

My Commission expires: October 24, 2020

KAREN MARCOTULLIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 24, 2020

Karen Marcotullio

(Witnessed or attested by)
Karen Marcotullio, Notary

Mark O'Connor, Asst. Secretary
(Corporate Seal)

MOTT MACDONALD, LLC

STATEMENT OF OWNERSHIP

Mott MacDonald, through several of its wholly owned subsidiaries, has been providing engineering services in the United States for nearly 100 years. With more than 60 offices and 2300 employees in the United States and Canada, Mott MacDonald's North American subsidiaries combine to be ranked as one of the largest engineering companies in the United States.

Mott MacDonald, LLC, a Delaware limited liability company, is a wholly owned subsidiary of Mott MacDonald Group, Inc., a Delaware Corporation headquartered in Iselin, New Jersey. Mott MacDonald Group, Inc. is 100% owned by Mott MacDonald International Limited, a corporation organized under the laws of England. Mott MacDonald International Limited is 100% owned by Mott MacDonald Group Limited, a corporation organized under the laws of England.

No individual shareholder owns more than 10% of Mott MacDonald Group Limited.

MOTT MACDONALD, LLC

By: _____

Albert N. Beninato, P.E.
Executive Vice President

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Mott MacDonald LLC

Organization Address: 111 Wood Avenue South, Iselin, NJ 08830

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
SEE ATTACHED OWNERSHIP DISCLOSURE STATEMENT	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Albert N. Beninato	Title:	Executive Vice President
Signature:		Date:	December 6, 2018

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
	No contributions	

5. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and in the event any statements made in the Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Albert N. Beninato, Executive Vice President

Sworn and subscribed to before me this
6th day of December 2018.

Karen Marcotullio, Notary Public

KAREN MARCOTULLIO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 24, 2020

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

RESOLUTION #2019-09

Title: **APPOINTMENT OF PUBLIC INFORMATION OFFICER FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has the need to acquire a Public Information Officer and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed $17,500, and Lauren Suit has submitted a proposal indicating that she will provide the goods or services described above for a price not to exceed $12,900; and

WHEREAS, the term of this contract is January 2, 2019 to December 31, 2019; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 9-01-20-100-285

CFO Signature: _____
Lauren Read, CFO

WHEREAS, Lauren Suit has completed and submitted a Business Entity Disclosure Certification which certifies that Lauren Suit has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Lauren Suit from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Lauren Suit for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 January 2, 2019.

_____
Julie A Picard, Township Clerk

Professional Service Contract Request for the Position of Public Information Officer

Duties of the Public Information Officer:

- Drafting and editing press releases that are designed to aid economic development, bolster tourism, publicize upcoming special events, and disseminate information to the public.
- Distributing information to the media.
- Media consulting.
- Social media management.
- Event photography and distribution.
- Attend Lower Township Council meetings to gather information for press releases and news items.
- Attendance at Lower Township special events.
- Weekly consultation with Township Administrator.
- Monitor news stories about the Township and maintain an archive of articles about Lower Township.

Proposed Budget:

$1,075.00 per month for a period of 12 months, not to exceed a total of $12,900.00

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: _____

Name of Agent: Lauren Suit

Title: Public Information Officer

Date: 1/1/19

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Lauren Suit has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

√ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation ☒ Sole Proprietorship _ Subchapter S Corporation
_ Limited Partnership _ Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 B Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lauren Suit
Signed: Lauren Suit Title: Public Information Officer
Print Name: Lauren Suit Date: 1/1/19

Subscribed and sworn before me this 26 day of December, 20 19

JULIE A SYLVESTER-PICARD
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 26, 2021

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Lauren Suit

Organization Address: 10 Holiday Road Villas NJ 08251

Part I **Check the box that represents the type of business organization:**

☑ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☑ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 2 day of Sept 2018

Notary Public

(APM00008058.DOC v. 1)

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lauren Spirt	Title:	Public Information Officer
Signature:	Lauren Spirt	Date:	1/1/19

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SUIT, LAUREN HUGGINS
Trade Name:	
Address:	10 HOLIDAY RD VILLAS, NJ 08251
Certificate Number:	1878917
Effective Date:	June 04, 2014
Date of Issuance:	July 01, 2014

For Office Use Only:

20140701132222108

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

RESOLUTION #2019-10

Title: **APPOINTMENT OF TOWNSHIP TAX APPEAL ATTORNEY FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

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

WHEREAS, Marcus Karavan, Esq. has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of $125.00 per hour not to exceed $10,000; and

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

Appropriation #: 9-01-210-155-289 – Tax Appeals

CFO Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Marcus Karavan of Blaney Karavan as Counsel for Lower Township Tax Appeals at a fee of $125.00 per hour with a not to exceed amount of $10,000.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
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 January 2, 2019.

_____
Julie A Picard, Township Clerk

AGREEMENT & CONTRACT TO SERVE AS SPECIAL TAX COUNSEL TO THE TAX ASSESSOR'S OFFICE FOR TAX RELATED AND LAND USE MATTERS

The within Agreement by and between MARCUS H. KARAVAN, ESQUIRE, of Blaney & Karavan, P.C. and the TOWNSHIP OF LOWER is as follows:

1. The Township of Lower hereby appoints Marcus H. Karavan, Esquire, of Blaney & Karavan, P.C. to serve as TAX APPEAL COUNSEL, for the Township of Lower.

2. Marcus H. Karavan, Esquire, of Blaney & Karavan, P.C. shall provide the Township of Lower with copies of monthly billings with fees calculate at hourly rates as set forth below:

   Professional legal services relative to defending matters before the Tax Board, defending matters before the Tax Court and/or related tax work including, but not limited to:

   Office conferences, court appearances, research, litigation, etc.

   $125.00 per hour
   Not to exceed $10,000.00

   Additional charges to include postage; courier services; costs of deposition transcripts; cost of any and all court transcripts; cost of filing fees, if applicable.

3. The Township shall be responsible for expert fees, Court costs and filing fees.

This agreement shall be effective, January 1, 2019 and shall terminate December 31, 2019.

In Witness whereof, we sealed the day and year above first written agreement.

Blaney & Karavan, P.C.

_____
Township of Lower

_____
Marcus H. Karavan, Esquire

Dated:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BLANEY & KARAVAN, P.C.
Trade Name:	
Address:	3311 NEW JERSEY AVE WILDWOOD, NJ 08260-2323
Certificate Number:	0505139
Effective Date:	March 31, 1986
Date of Issuance:	October 30, 2018

For Office Use Only:

20181030103057600

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: Blaney Kavanan

Name of Agent: William G. Blaney

Title: President

Date: 12/20/18

Certification 50550

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 TO 15-APR-2020

BLANEY & KARAVAN, P.C.
3311 NEW JERSEY AVE., PO BOX 1344
WILDWOOD NJ 08260

FORD M. SCUDDER
Acting State Treasurer

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 27th day of December, 2018

Notary Public

(APM00008056.DOC v.1)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Blaney Kavanaugh has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation _ Sole Proprietorship X Subchapter S Corporation
_ Limited Partnership _ Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	
William G. Blaney	Redacted Original on File
Marian H. Kavanaugh	

Part 3 B Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Blaney Kavanaugh
Signed: [signature] Title: President
Print Name: William G. Blaney Date: 12/20/18

Subscribed and sworn before me this 20th day of December, 2018.

My Commission expires:

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

[signature]
(Affiant)
William G. Blaney President
(Print name & title of affiant) (Corporate Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Blaney Karavan

Organization Address: 2123 Dune

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): Subchapter S

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
William G. Blaney	Redacted Original on File
Marcus H. Karavan	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
William G. Blaney	Redacted - Original on File
Marcus H. Karavan	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William G. Blaney	Title:	President
Signature:		Date:	12/20/16