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

RESOLUTION # 2019-11

Title: **APPOINTMENT OF HEALTH INSURANCE BROKERAGE CONSULTANT FOR THE YEAR 2019 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

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

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

WHEREAS, the term of said contract will be January 1, 2019 thru December 31, 2019 for an amount of $26,674.08; and

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

Appropriation # 9-01-23-220-400

CFO Signature: _____
Lauren Read, CFO

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

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

	MOTION	SECOND	AYE	NAY	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

MARSH & McLENNAN AGENCY

WORLD CLASS. LOCAL TOUCH.

PROFESSIONAL SERVICES AGREEMENT

TOWNSHIP OF LOWER

JANUARY 1ST, 2019

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Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 1/1/2019-12/31/19 (the "Effective Date"), by and between Township of Lower (herein referred to as "Client"), and Marsh & McLennan Agency LLC (Northeast) (herein referred to as "MMA").

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

TERMS AND CONDITIONS

ARTICLE I. SERVICES PROVIDED BY MMA

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

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

ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

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

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

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

ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE

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

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

ARTICLE IV. CONFIDENTIALITY

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

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

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

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

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

ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

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

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

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

Client shall indemnify, defend and hold MMA and its affiliates harmless in respect of any Loss incurred by MMA as a result of the Client's breach of this obligation or any modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA.

ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

6.1 the Client has full power and authority to enter into this Agreement;

6.2 the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and

6.3 this Agreement has been duly authorized and will be binding according to its terms.

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

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

ARTICLE VII. LIMITATION OF LIABILITY

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

7.2 Loss of Profit or Incidental, Consequential, Special Indirect, Punitive Damages In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for an loss of profit or incidental, consequential,

special, indirect, punitive or similar damages. The provisions of this section shall apply to the fullest extent permitted by law. Nothing in this section limiting the liability of a party shall apply to any liability that has been finally determined by a court to have been caused by the fraud of such party.

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

ARTICLE VIII. WAIVER OF JURY TRIAL

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

ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT

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

ARTICLE X. DISPUTES

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

have discovered, the act, error or omission that is the basis for such claim, whichever date is sooner.

ARTICLE XI. NOTICE

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

ARTICLE XII. GOVERNING LAW

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

ARTICLE XIII. AMENDMENTS

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

ARTICLE XIV. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XV. ENTIRE AGREEMENT

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

ARTICLE XVI. WARRANTIES OF MMA

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

ARTICLE XVII. ASSIGNMENT; SUCESSORS AND ASSIGNS

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

ARTICLE XVIII. SEVERABILITY

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

ARTICLE XIX. FORCE MAJEURE

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

ARTICLE XX. MISCELLANEOUS

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

The balance of this page left blank intentionally.

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

Marsh & McLennan Agency LLC (Northeast)	**Township of Lower**
By: Karen Szabo	**By:** _____
Printed Name: Karen Szabo	**Printed Name:** _____
Title: Practice Leader, EB	**Title:** _____
Date: 12/14/18	**Date:** _____

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Exhibit A: Scope of Services

EMPLOYEE BENEFITS

Strategic Planning and Stewardship

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

Vendor and Carrier Marketing

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

Vendor and Carrier Implementation Management

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

EMPLOYEE BENEFITS CONT'D

Renewal Analysis

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

Training, Development, and Education

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

Day-to-day Administration and Management

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

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

- ☒ Health Advocate

Surveys and Assessments

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

Exhibit B: Brokerage Service Fees

MMA will receive, as compensation for its services under this Agreement, fees in the amount of $26,674 per year, which amount will be billed and paid in:

- ☐ In one annual invoice
- ☐ Equal quarterly invoices in the amount of $
- ☒ Equal monthly installments in the amount of $2222.84
- ☐ Other _____

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

COMPENSATION IS:

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

TRAVEL EXPENSES:

☒ Included in fees above

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Exhibit C: Employee Benefits Coverage Types

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

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

MARSH & McLENNAN AGENCY

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

APPENDIX A
COMPENSATION DISCLOSURE

The abbreviated outline of coverages used throughout this document that relate to insurance provisions is not intended to be a substitute for the full language in the insurance policy(ies).

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

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

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

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

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

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

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.

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

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 X Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Not Applicable	

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: Marsh & McLennan Agency LLC
Signed: Title: Regional Executive Vice President
Print Name: William A. Cliente, II Date: 12/14/18

Subscribed and sworn before me this 14 day of December, 20 18.
Patricia A Rindge
(Affiant)
Patricia Rindge, Regional Coord
(Print name & title of affiant)
(Corporate Seal)

My Commission expires:
PATRICIA RINDGE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50061600
My Commission Expires 5/31/2022

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: Marsh & McLennan Agency LLC

Name of Agent: William A. Cilente, II

Title: Regional Executive Vice President

Date: 12-14-2018

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

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.

William A. Ciente, II

Sworn and Subscribed to before me
this 14 day of December, 2018

Patricia Rindge
Notary Public

PATRICIA RINDGE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50061600
My Commission Expires 5/31/2022

(APM00008056.DOC v. 1)

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
Saddle Brook, NJ 07663
Tel: 201.845.6600
Fax: 866.795.0931
www.marshmclennanagency.com

Marsh & McLennan Agency LLC is a Limited Liability Company with a single owner, Marsh USA Inc. Although Marsh & McLennan Agency LLC is a legal entity separate from its owner, Marsh USA Inc., it is treated as a branch of Marsh USA Inc. (a disregarded entity) for Federal income tax purposes.

The instructions to Form W-9 (on page 2) require that a single member LLC that is disregarded for federal tax purposes such as Marsh & McLennan Agency LLC provide the Employer Identification Number of its owner, Marsh USA Inc., as its EIN. Marsh USA Inc. reports the income earned by Marsh & McLennan Agency LLC for Federal income tax purposes. Marsh & McLennan Agency LLC has its own EIN for employment and excise tax purposes. This EIN is also being provided for information purposes only in the business name line of Form W-9 along with disregarded entity name of Marsh & McLennan Agency LLC.

Please make your payment to Marsh & McLennan Agency LLC at the address indicated on the attached Form W-9.

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: Marsh & McLennan Agency LLC

Organization Address: Park 80 West, Plaza Two, 250 Pehle Ave, Suite 400, Saddle Brook, NJ 07663

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

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):	William A. Cilente, II	Title:	Regional Executive Vice President
Signature:		Date:	12/14/18

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MARSH & MCLENNAN AGENCY LLC
Trade Name:	
Address:	820 BEAR TAVERN ROAD WEST TRENTON, NJ 08628
Certificate Number:	1453787
Effective Date:	December 08, 2008
Date of Issuance:	December 15, 2015

For Office Use Only:

20151215130444413

Certification: 18911

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-APR-2016 to 15-APR-2019

MARSH & MCLENNAN AGENCY LLC
250 PEHLE AVE., SUITE 400
SADDLE BROOK NJ 07663

FORD M. SCUDDER
Acting State Treasurer

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

RESOLUTION #2019-12

Title: **ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES FOR THE YEAR 2019**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower scheduled for January 2, 2019, at which time it is necessary to establish the official Council Meeting dates and times.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Council Meetings be held in the Meeting Room of Township Hall beginning at 7:00 p.m. prevailing time on the first and third Monday of each month with the exception of the holiday dates designated below when the meeting will be held on the date listed; and with the exception of the meeting dates designated below when the starting time will be changed to 5:00pm. The annual schedule of Council meetings shall be posted on the official Township bulletin board at Township Hall. Unless otherwise provided by law, all of the above described meetings shall be open to the public and action may be taken.

Meeting of January 21 shall be changed to Wednesday, January 23
Meeting of February 18 shall be changed to Wednesday, February 20
Meeting of September 2 shall be changed to September 4

Meeting of July 1 shall begin at 5:00 pm
Meeting of July 15 shall begin at 5:00 pm
Meeting of August 5 shall begin at 5:00 pm
Meeting of August 19 shall begin at 5:00 pm

	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

TOWNSHIP OF LOWER CLERK'S OFFICE
2600 BAYSHORE ROAD
VILLAS, NJ 08251
609-886-2005 x113

IN COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT

In compliance with Chapter 231 of the Laws of New Jersey, 1975, the following constitutes the 2019 schedule of **Lower Township Work Sessions and Regular Meetings** to be held the first and third Mondays of each month, unless otherwise noted, beginning at **7:00 p.m.** prevailing time.

Re-Org **Wednesday – January 2, 2019***
Wednesday – January 23, 2019*
Monday - February 4, 2019
Wednesday - February 20, 2019*
Monday - March 4, 2019
Monday - March 18, 2019
Monday – APRIL 1, 2019
Monday - April 15, 2019
Monday - May 6, 2019
Monday - May 20, 2019
Monday – June 3, 2019
Monday - June 17, 2019
Monday – July 1, 2019 – **5:00 pm****
Monday – July 15, 2019 – **5:00 pm****
Monday - August 5, 2019 – **5:00 pm****
Monday – August 19, 2019 – **5:00 pm****
Wednesday - September 4, 2019*
Monday - September 16, 2019
Monday - October 7, 2019
Monday - October 21, 2019
Monday - November 4, 2019
Monday - November 18, 2019
Monday - December 2, 2019
Monday – December 16, 2019

*Indicates a change due to holiday
Indicates a **TIME Change

Unless otherwise noted, all meetings will be open to the public and action may be taken. Meetings will be held in the Meeting Room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

Julie A. Picard, RMC
Township Clerk

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

RESOLUTION #2019-13

Title: ANNUAL APPROVAL OF EMERGENCY MANAGEMENT COUNCIL

WHEREAS, the Township Manager is required to annually appoint the Emergency Management Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following persons appointed by Manager James Ridgway are hereby approved as the Emergency Management Council for 2019.

NAME	CATEGORY	NAME	CATEGORY
Erik Simonsen	1	David Perry	1
James Ridgway	2	William Mastriana	2 & 7
Gary Douglass	2 & 8	Eileen Kreis	2
Ed Donohue	2	Donna Blackley	4
Gary Playford	2 & 5	Craig Loper	5
Martin Biersbach	7	Kevin Hart	3
Bryan Harron	4 & 9	Lewis Megonigal	4 & 9
David Lepor	4, 8 & 9	Christopher Kobik	2

BE IT FURTHER RESOLVED that Lower Township Mayor appointed Ed Donohue as OEM Coordinator and Gary Douglass as Deputy OEM Coordinator for a three year term January 1, 2019 thru December 31, 2021.

	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

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

RESOLUTION #2019-14

Title: **DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2019**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, is scheduled for January 2, 2019 at the Township Hall, Villas, New Jersey; and

WHEREAS, it has been deemed necessary to select a newspaper to serve as the official publication of all Township advertising; and

WHEREAS, it has been deemed necessary to designate a second newspaper for the publication of all meeting notices required under the Open Public Meetings Law; and

WHEREAS, it has been deemed necessary to establish a fee to cover the cost of providing notice of all public meetings to any persons requiring such notices.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of Township of Lower, County of Cape May, State of New Jersey that the official newspaper for all Township legal notices & advertising, including notices of public meetings, shall be the Cape May County Herald.

BE IT FURTHER RESOLVED that the second newspaper to be utilized for publication of notices of public meetings as required by the Open Public Meetings Law shall be the Cape May Star & Wave.

	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

CAPE MAY COUNTY
HERALD.COM
1508 Route 47
Rio Grande, New Jersey 08242- 1402
609-886-8600
Email: Legals@cmcHerald.com

October 26, 2018

Mayor Simonsen
Township of Lower
2600 Bayshore Road
Villas, NJ 08251-5000

Dear Mayor Simonsen,

A mark of good government is providing the best service at the lowest cost. To this end, we are requesting the Cape May County Herald Times be designated as your official newspaper for publishing public notices and legal advertisements.

The enclosed, notarized affidavit (per N.J.S.A. 35:2-1) provides our circulation information and advertising rates for public notices. With the Cape May County Herald and Herald Times, you are able to reach more people in Cape May County than with any other newspaper. To assure the strongest possible value, our circulation is audited and our readership surveyed, clearly documenting how many papers are distributed and who is reading them.

In addition to print readership, public notices placed with the Cape May County Herald enjoy on-line exposure, via www.CapeMayCountyHerald.com, under the public notices section of the New Jersey Press Association's website (www.njpa.org) and at www.njpublicnotices.com. With our print and on-line readership, your public notices will be given the best possible exposure. There is absolutely no better newspaper for reaching and informing your constituents.

Government officials are challenged to reduce government expenses while sustaining high levels of service. If *The Press of Atlantic City* is distributing your public notice across multiple counties, they may be charging a higher rate (as provided by the New Jersey statute) to distribute your notice to other counties. However, for any given edition, The Herald distributes nearly three times as many papers in Cape May County than The Press distributes. So, if your public notice is intended to reach Cape May County, you may be paying more money than you need to reach a third as many people. ***The Herald* can help you serve your constituency better, by spending less to reach more.**

We are eager to serve you and the community. If you have any questions, please contact me via phone, 609-886-8600 ext 33 or email legals@cmcherald.com

Sincerely,

Rachel Hamann
Public Notices Clerk

HERALD.COM

1508 Route 47
Rio Grande, New Jersey 08242- 1402
609-886-8600
Email: legals@cmcherald.com
www.CapeMayCountyHerald.com

STATE OF NEW JERSEY: :ss
COUNTY OF CAPE MAY :

I, Rachel Hamann, of full age, being duly sworn according to law, upon my oath depose and say:

1. I am the Public Notices Clerk of the Cape May County Herald Newspapers.
2. For the period October 1, 2017 to September 30, 2018, the average **net paid circulation for the Cape May County Herald Times** was 645 per week; average audited circulation for the Cape May County Herald was 30,664 per week
3. Pursuant to N.J.S.A. 35:2-1, the rate for official advertising in the Cape May County Herald-Times is 25 cents per statute line; the combined rate (both Cape May County Herald and Cape May County Herald- Times) for legal notices shall be 36 cents per statute line.

Rachel Hamann
Rachel Hamann
Public Notices Clerk

Sworn to and subscribed before me
this **26th day of October, 2018**

Kimberly Enteado
Notary Public
Exp. 01-08-2023

KIMBERLY ENTEADO
NOTARY PUBLIC OF NEW JERSEY
Comm. # 5007458
My Commission Expires 1/8/

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

RESOLUTION #2019-15

Title:: **AUTHORIZING THE TAX ASSESSOR TO FILE TAX APPEALS**

WHEREAS, by a directive from the Cape May County Board of Taxation pursuant to N.J.A.C. 18:12A-1(c), all tax appeals submitted to the Cape May County Board of Taxation by the Tax Assessor on behalf of the Township of Lower must be authorized by Resolution of the Township Council for the Tax Year 2019.

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

> *Township Council hereby authorizes the Tax Assessor to file Tax Appeals on behalf of the Township of Lower. The Tax Assessor shall have the right to terminate and/or settle by stipulation or otherwise, any such Tax Appeal that she/he shall institute.*

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward a certified copy of this Resolution to the Cape May County Board of Taxation and to furnish copies of same to the Township Assessor and Township Solicitor.

	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

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

RESOLUTION # 2019-16

Title: **CONFIRMATION OF OFFICIALS FOR JOINT INSURANCE FUND AND MUNICIPAL EXCESS LIABILITY FUND**

WHEREAS, it is necessary for the Township to designate certain persons for the receipt of notices and processing of claims for the Joint Insurance Fund; and

WHEREAS, the Township is desirous of updating the records of the Atlantic County Municipal Joint Insurance Fund with changes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following persons are named in the capacity listed for the Joint Insurance Fund for 2019 and shall remain in said positions until changed by resolution:

Fund Commissioner	Julie A. Picard
Alt. Fund Commissioner	James Ridgway, Township Manager
Claims Coordinator	Colleen Crippen
Safety Coordinator	Kathleen Brown
Township Clerk	Julie A. Picard

	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

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

RESOLUTION #2019-17

Title: **AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES THROUGHOUT 2019 TO QUALIFIED ORGANIZATIONS**

WHEREAS, the Township Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within the Township of Lower; and

WHEREAS, the below listed applicants have obtained their state registrations from NJ Legalized Games of Chance and have been in good standing with the Township for many years; and

WHEREAS, there appears to be no reason to deny said licenses for 2019 providing all paperwork is completed and required fees have been paid.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is authorized to issue bingo/raffle licenses for 2019 to the following organizations as applicable throughout the year.

Atlantic Cape Community College
Animal Alliance of Cape May County
Cape May Stage
Cape Regional Medical Center Aux.
Christ Child of CMC
Erma Volunteer Fire Company
Friends of Historic Cold Spring Village
Greater Cape May Elks Lodge #2839
Knights of Columbus
Kiwanis Club of Cape May
Lower Cape May Little League
Lower Cape Hockey Association
Lower Township Optimist Club
Soroptimist International
Senior Citizens of North Cape May
Lower Township Elementary School
Make a Wish Foundation
St. Barnabas By the Bay
St. John Neumann – St. Raymond's Holy Name Society
St. John Neumann – St. Raymond's Catholic Church
St. John Neumann – St. John of God Alter Rosary Society
St. John Neumann – St. John of God Catholic Church
Townbank Volunteer Fire Company
VFW Post 5343 Lt. Charles Buddy Lewis
Vietnam Vets of America – Chapter #602
Villas Volunteer Fire Company
Wildwood Catholic
Women's Community Club of Cape May

BE IT FURTHER RESOLVED, the Township Clerk may issue additional Bingo & Raffle Licenses to organizations not listed above upon a valid LGCC ID certificate and all appropriate paperwork and fees.

	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

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

RESOLUTION # 2019-18

Title: **SETTING THE INTEREST RATE FOR DELINQUENT TAXES**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 2, 2019 at the Township Hall, Villas, New Jersey; and

WHEREAS, R.S. 54:4-67 as amended authorizes municipalities to fix a rate of interest to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent. Delinquency is to be calculated on the sum of all taxes from year to year and not be calculated on an individual year basis, and N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the cancellation of tax delinquencies of less than Ten ($10.00) Dollars.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that interest be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent in accordance with R.S. 54:4-67 and that the rate of interest shall be eight percent (8%) based on a 365 day year on the first $1,5000.00 of delinquency and eighteen per cent (18%) based on a 365 day a year on any amount in excess of $1,500.00 to be calculated from the date the tax was payable until the date of actual payment. Interest will stay at eighteen per cent (18%) until taxes are completely current. No interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same become payable.

BE IT FURTHER RESOLVED that a penalty of 6% shall be levied against a taxpayer with a delinquency in excess of $10,000.00 who fails to pay the delinquency prior to the end of the calendar year. This 6% penalty shall also apply to delinquency in excess of $10,000.00 to third party lien holders and that an additional penalty shall be levied against tax sale certificates as follows:

> *When the taxes, interest and cost shall exceed the sum of $200.00, such additional sum shall be equal to 2% of such amount paid.*
> *When the taxes, interest and costs shall exceed the sum of $5,000.00, such additional sum shall be equal to 4% of such amount paid; and when that sum exceeds $10,000, such additional sum shall be equal to 6% of such amount paid. This section is retroactive only as to existing municipally held certificates but acts prospectively with regard to certificates held by third parties as of March 28, 1991.*

BE IT FURTHER RESOLVED that the Tax Collector be and hereby is directed to collect interest on delinquents at the aforesaid rate.

BE IT FURTHER RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector is hereby authorized to process, without further action on the part of the Township Council, the cancellation of any property tax delinquency of less than Ten ($10.00) Dollars.

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution be provided by the Municipal Clerk to the Tax Collector and the Chief Financial Officer.

	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

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

RESOLUTION #2019-19

Title: **ADOPTING 2019 TEMPORARY CURRENT BUDGET**

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contracts, commitments or payments are to be made prior to the final adoption of the 2019 Budget, temporary appropriations should be made by resolution prior to January 30th of the fiscal year; and

WHEREAS, the total of the appropriations so made shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year, excluding appropriations made for interest and debt redemption charges and capital improvement fund; and

WHEREAS, the total appropriations of the 2018 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is $25,412,559.07; and

WHEREAS, 26.25% of the total appropriations in the 2018 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is $6,670,796.76.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the 2019 Temporary Current Budget is set in an amount not to exceed $6,670,796.76.

	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

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

RESOLUTION #2019-20

Title: **AUTHORIZING PAYMENT OF 2019 DEBT SERVICE**

WHEREAS, the amounts listed below are owed for debt service in the current year 2019 and are due on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for debt service payments be made through one annual resolution so that such payments are made in a timely and efficient manner, and

WHEREAS, funds for debt service are available in the 2019 budget appropriations for Bond Principal, Bond Interest, Note Interest, Loan Principal and Loan Interest as certified by the Chief Financial Officer _____.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following debt service payments are hereby authorized:

DATE	TOTAL	PRIN	INT	
1/15/2019	310,697.50		310,697.50	BOND
2/9/2019	24,873.28	21,424.58	3,448.70	LOAN
2/15/2019	9,327.48	7,568.60	1,758.88	LOAN
3/7/2019	27,982.44	23,627.74	4,354.70	LOAN
7/15/2019	2,024,175.00	1,700,000.00	324,175.00	BOND
8/9/2019	24,873.26	21,638.82	3,234.44	LOAN
8/15/2019	9,327.48	7,644.28	1,683.20	LOAN
9/7/2019	27,982.44	23,864.02	4,118.42	LOAN
	2,459,238.88	1,805,768.04	653,470.84	

	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

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

RESOLUTION #2019-21

Title: **DESIGNATION OF OFFICIAL DEPOSITORIES**

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey the official depositories for the Township funds shall be: OceanFirst Bank, Sturdy Savings & Loan, Crest Savings, Bank of America, PNC and NJ Cash Management Fund;

BE IT FURTHER RESOLVED that all disbursements by check require two signatures:

ACCOUNT	AUTHORIZED OFFICIALS
Municipal Court Account – General	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – Bail	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Payroll Account	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Tax Redemption Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Tax Premium Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Checking Account	Mayor, Deputy Mayor, Twp. Clerk, Asst. Twp. Clerk, CFO, Asst. Treasurer
Dog Damage Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Unemployment Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Grants Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Revitalization Savings Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Economic Development Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Historic Commission Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Forfeiture Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Community Police Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Developer's Escrow Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Harbortown (Escrow Savings)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Online Payment Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

	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

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

RESOLUTION #2019-22

Title: AUTHORIZING PAYMENT OF 2019 ANIMAL SHELTER AND SPAY/NEUTER FEES

WHEREAS, the amounts listed below are due to Cape May County and it is necessary to receive authorization for the payment of bills, and

WHEREAS, payment of County fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner, and

WHEREAS, Animal shelter payments are charged to appropriation 9-01-27-340-200 and as certified by the Chief Financial Officer _____ payable as follows:

$ 17,828.00 due 2/15/2019 Annual Spay/Neuter fees
$ 28,438.00 due 2/15/2019 1st Qtr Shelter fees
$ 28,438.00 due 5/15/2019 2nd Qtr Shelter fees
$ 28,438.00 due 8/15/2019 3rd Qtr Shelter fees
$ 28,438.00 due 11/15/2019 4th Qtr Shelter fees

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned payments to Cape May County are hereby authorized.

	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

Schedule A
LOWER TOWNSHIP

Schedule A establishes the financial requirements for municipal and County participation. Each increment is based upon a full 12 months at each step, beginning on January 1st and ending on December 31st of each year. Payment of Operating Contract Costs shall be made quarterly on the same schedule as tax disbursement to the County. The contribution to the County Spay and Neuter fund shall be made in a lump sum on or before February 1st of each year.

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2016	$ 17,828.00	$ 26,742.25	$ 26,742.25	$ 26,742.25	$ 26,742.25	$ 106,969.00
2017	$ 17,828.00	$ 27,296.25	$ 27,296.25	$ 27,296.25	$ 27,296.25	$ 109,185.00
2018	$ 17,828.00	$ 27,861.50	$ 27,861.50	$ 27,861.50	$ 27,861.50	$ 111,446.00
2019	$ 17,828.00	$ 28,438.00	$ 28,438.00	$ 28,438.00	$ 28,438.00	$ 113,752.00
2020	$ 17,828.00	$ 29,026.00	$ 29,026.00	$ 29,026.00	$ 29,026.00	$ 116,104.00

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

RESOLUTION #2019-23

Title: **RESOLUTION TO DEFER THE REGIONAL SCHOOL TAX**

WHEREAS, by statute, when a municipality raises school taxes on a school year basis, an amount of not more than 50% of the school levy may be deferred to the following year; and

WHEREAS, the 2018 Regional School Levy was $13,081,211 and not more than 50% is $6,540,605.50.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, the governing body thereof, that it desires to defer regional school taxes to the year 2019 in the amount of $6,540,605.50.

	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

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

RESOLUTION #2019-24

Title: **AUTHORIZING PAYMENT OF 2019 REGIONAL SCHOOL TAXES**

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2019 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #9-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

SCHOOL TAXES DUE 1/15/19	$ 1,308,121.10
SCHOOL TAXES DUE 2/15/19	$ 1,308,121.10
SCHOOL TAXES DUE 3/15/19	$ 1,308,121.10
SCHOOL TAXES DUE 4/15/19	$ 1,308,121.10
SCHOOL TAXES DUE 5/15/19	$ 1,308,121.10
TOTAL PAYMENT DUE 1/1/19 - 6/30/19	$ 6,540,605.50

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned tax payments are hereby authorized.

	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

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

RESOLUTION #2019-25

Title: AUTHORIZING PAYMENT TO LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2019 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #9-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

SCHOOL TAXES DUE 1/1/19	$ 1,732,594.70
SCHOOL TAXES DUE 2/1/19	$ 1,732,594.70
SCHOOL TAXES DUE 3/1/19	$ 1,732,594.70
SCHOOL TAXES DUE 4/1/19	$ 1,732,594.70
SCHOOL TAXES DUE 5/1/19	$ 1,732,594.70
TOTAL PAYMENT DUE 1/1/19 - 6/30/19	$ 8,662,973.50

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned tax payments are hereby authorized.

	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

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

RESOLUTION #2019-26

Title: **AUTHORIZING PAYMENT OF 2019 PENSION AMOUNTS DUE APRIL 1, 2019**

WHEREAS, the amounts listed below are due to NJ Pensions and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of Employer share of PERS and PFRS fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, PERS Pension contributions and PFRS Pension contributions are budgeted and sufficient funds available as follows as certified by the Chief Financial Officer _____ payable as follows:

$ 644,126 to 9-01-36-471-500 PERS PENSION due 4/1/2019
$1,082,895 to 9-01-36-475-500 PFRS PENSION due 4/1/2019

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned payments are hereby authorized.

	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

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

RESOLUTION #2019-27

Title: **CONTRACT AWARD FOR TOWNSHIP OF LOWER ANIMAL CONTROL SERVICES -- YEAR 3**

WHEREAS, the Township of Lower awarded an Animal Control Service Contract to Shore Animal Control Services, LLC on January 4, 2017 via Resolution #2017-35; and

WHEREAS, in order to extend the contract by one (1) year, Lower Township Council must pass a Resolution approving the extension; and

WHEREAS, the CFO has certified that sufficient funds will be available in the current budget as follows: her signature below:

Appropriation #: 9-01-27-340-299

CFO Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

ANIMAL CONTROL SERVICES

TERM: **January 1, 2019 – December 31, 2019**
AWARD TO: **Shore Animal Control Services, LLC**
TOTAL: **$54,000 for the year 2019 – Year 3 of Proposal**

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

	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

BID PROPOSAL FORM

2016-07 Animal Control
Proposal and Contract Agreement:

The Township of Lower reserves the right to reject any or all bids if it deems it in the best public interest to do so.
The undersigned, having read the Scope of Service and specifications attached hereto, hereby agrees to provide the services, as outlined as follows:

	In Numbers	In Words
Animal Control Service 2017:	$53 000	FIFTY THREE THOUSAND PER YEAR
Animal Control Service 2018:	$54000	FIFTY FOUR THOUSAND PER YEAR
Animal Control Service 2019:	$54000	FIFTY FOUR THOUSAND PER YEAR

SHORE ANIMAL CONTROL SERVICES LLC
Company Name

270738129
Federal I.D. # or Social Security #

73 HOPE CORSON RD SEAVILLE NJ 08230
Address

Signature of Authorized Agent

DR NICK HOLLAND
Type or Print Name

Title: OWNER

609 602 1802
Telephone Number

SEPTEMBER 28 2016
Date

Upon final approval by Resolution this will be the official contract along with the executed purchase order to enter into the agreement for Animal Control Services for the Township of Lower.

Township of Lower Mayor

Municipal Clerk, Julie Picard

Resolution # 2017-35

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

RESOLUTION #2019-28

Title: **AUTHORIZING PAYMENT FOR DISPATCH SERVICES**

WHEREAS, the amounts listed below are due to Cape May County for payment of a shared service agreement for dispatch services per Resolution #2016-224, and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment to Cape May County may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, sufficient funds are available for Dispatch Service payments through budget appropriation: County Interlocal 9-01-25-250-225 as certified by the Chief Financial Officer's signature _____ and is payable as follows:

$150,000.00 due 2/15/2019
$150,000.00 due 5/15/2019
$150,000.00 due 8/15/2019
$150,000.00 due 11/15/2019
$600,000.00 TOTAL

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned payments to Cape May County are hereby authorized.

	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

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

RESOLUTION #2019-29

Title: **AUTHORIZATION FOR PUBLIC BIDDING**

WHEREAS, the Township Of Lower is required to publicly bid certain items during the course of the year in accordance with the Local Public Contracts Law; and

WHEREAS, the Township may also desire to obtain public bids on certain other items that may become necessary during the course of the year but which are not required to be publicly bid.

NOW, THEREFORE, BE IT RESOLVED:

That Margaret Vitelli, Lower Township's Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services in 2019 as they become necessary in accordance with the Local Public Contract Law.

BE IT FURTHER RESOLVED that all contracts awarded through public bidding be made a Resolution of the Township Council with the required Chief Financial Officer's certification as to the availability of funds for the items/services to be procured.

	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

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

RESOLUTION #2019-30

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 2, 2019.

_____

Julie A Picard, Township Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM

STATE OF NEW JERSEY
COUNTY OF CAPE MAY

We, members of the governing body of the TOWNSHIP OF LOWER being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the MAYOR AND COUNCIL of the Township of Lower in the county of Cape May;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

_____
Thomas Conrad, Council Ward 1

_____
David Perry, Council Ward 2

_____
Rolland Roy, Jr., Council Ward 3

_____
Frank Sippel, Deputy Mayor

_____
Erik Simonsen, Mayor

Sworn to and subscribed before me this
2nd day of January, 2019
Notary Public of New Jersey

_____
Julie A Picard, Township Clerk

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

RESOLUTION #2019-31

Title: **RESOLUTION ESTABLISHING THE QUOTE THRESHOLD PURSUANT TO NJSA 40A:11-3a**

WHEREAS, pursuant to N.J.S.A. 40A: 11-3a, the current legal threshold for quotes for Lower Township is $6,000.00 or 15% of the Qualified Purchasing Agents bid threshold of $40,000.00; and

WHERAS, the Township Council hereby establishes a quote limit which will not require multiple quotes from the using departments for any purchase under $4,000.00 and the Township Manager is hereby authorized to allow exceptions up to the legal limit of $6,000.00, if it is determined to be in the best interest of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a quote threshold of $4,000 is hereby established and any purchase under $4,000.00 will not require multiple quotes from the using departments, and the Township Manager may allow exceptions up to the legal quote limit of $6,000.00, if it is determined to be in the best interest of the Township.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 2, 2019.

_____

Julie A Picard, Township Clerk

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

RESOLUTION # 2019-32

Title: **RESOLUTION AUTHORIZING CONTRACTS WITH APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12a**

WHEREAS, the Township of Lower, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Lower has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of Lower intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, State of New Jersey that the Purchasing Agent is hereby authorized to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts.

BE IT FURTHER RESOLVED, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds shall certify the full maximum amount against the budget at the time the contract is awarded. No contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

BE IT FURTHER RESOLVED, the duration of the contracts between the Township of Lower and the Referenced State Contract Vendors shall be from January 1, 2019 to December 31, 2019. *

	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

2019 Exhibit A

Vendor	State Contract #
Advanced Electronic Design d/b/a Patrol PC	A-81300
Atlantic Tactical	A-82102
Beyer Fleet LLC	A-40813
CDW Government	A-89849
Celebrity Chrysler Jeep	A-40803
Chapman Ford Sales Inc.	A-40811
Chas S. Winner Ford	A-88728
Day Chevrolet	A-89938
Dell Marketing Co	A-81247
Eagle Point Gun	A-81319
Edmunds & Associates	A-81201
Garden State Highway Products	A-65133
General Sales Administration/Major Police	A-81330
General Spring Service	A 40981
GTBM /Gold Type Business Machines	A-81341
Hertrich Fleet Services	A-88729
HON Company	A-81641
Insight Public Sector	A-89853
KML Technology Inc	A-83903
Kyocera Document Solution	A-40465
Lawnmen Supply	A-81309
Liilliston Ford	A-79598
Lilliston Chrysler	A-40809
Malouf Ford Inc	A-79154
Mohawk Resourses LTD	A-80129
Morophotrak Inc	A-81520
Motorolla Solutions Inc.	A-83909
Neopost	A-75256
Office Business Systems Inc	A-69830
Pedroni	A-81391
Riggins	A-81390
Rubbercycle LLC	A-81417
Service Tire Truck Center	A-71687
SHI International	A-89849
Suburban Propane	A-79926
Taser International	A-81321
Ted Kingston	A-83927
Tricomm Service	A-80802
Valu-Auto Parts	A-57706
Verizon Wireless	A-82583
W.B Mason	A-88839
Winner Ford	A-45069
Liberty Parks and Playgrounds	A-81432

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

RESOLUTION # 2019-33

Title: **APPROVAL OF ANNUAL CONTRIBUTION TO VOLUNTEERS IN MEDICINE**

WHEREAS, Volunteer in medicine of Cape May County's primary mission is to understand and serve the health and wellness needs of the medically uninsured or under-served population living or working in Cape May County; and

WHEREAS, VIM has begun a Municipal Partners Program to create a permanent symbolic relationship between the VIM clinic and the sixteen municipalities; and

WHEREAS, VIM has requested each municipality donate fifty cents ($0.50) for each taxable line to the program to help with specialized services for eye care, pediatrics and podiatry in addition to the primary care being offered.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize and approve a contribution of $7,690. for the year 2019.

BE IT FURTHER RESOLVED that the CFO, Lauren Read is hereby authorized to issue a check to Volunteers in Medicine for $7,690 chargeable to budget line Council Special Projects 01-20-110-281 where sufficient funds are available as evidenced by her signature.

Lauren Read, CFO

	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

Volunteers in Medicine
FREE CLINICS OF SOUTH JERSEY
www.vimsj.org • 609-463-2846

October 31, 2018

Honorable Erik Simonsen and Council
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Dear Mayor Simonsen and Council,

Volunteers in Medicine continues to serve the health and wellness needs of the medically uninsured and underserved people living and working in Cape May County. In the Clinic's early days, we initiated the Municipal Partners Program. This program was designed to create a permanent symbiotic relationship between the clinic and all sixteen county municipalities; you are a highly valued partner in this program.

As VIM continues to provide health services to the needy residents of Lower Township, we respectfully ask that your annual budget include a partnership donation of $7690 to Volunteers in Medicine.

VIM believes that a measure of any society or community is how its citizens care for those in need; the Township of Lower is a shining example of neighbor's caring for neighbors. Thank you for your continued support and leadership on this very important issue.

Sincerely,

Jacqueline Meiluta
Executive Director

CC: Jim Ridgway

VIM Board of Trustees: *Susan N. Adams • Joanne Carrocino, FACHE • Katherine Custer • Craig DeGenova*
Rev. Joanne Drane, PhD • Meghan Fortmann • Micki Goldberg • Carol Harris • Joseph Iudica
Trina McSorley • Daniel P. Nugent • Carolyn Peterson • Matthew Piskun, PharmD, MBA
Lorraine Thayer, RN MSN APN • Mary Tighe, RN

423 North Route 9, Cape May Court House, NJ 08210
3073 English Creek Road, Egg Harbor Twp, NJ 08234

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

RESOLUTION #2019-34

Title: **APPROVING 2019 CONTRACT WITH CAPE ASSIST**

WHEREAS, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred ($17,500) Dollars; and

WHEREAS, the Township is desirous of renewing its contract with Cape May County Council on Alcoholism and Drug Abuse, Inc. administered by Cape Assist for the Employee Assistance Program; and

WHEREAS, the contract amount for 2019 is Twenty-One Dollars ($21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars ($3,213.00) and funds are available in the current fund entitled Group Health 01-23-220-402 as evidenced by the Treasurer's signature below:

_____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor and Clerk are hereby authorized to sign the attached contract agreement for the year 2019.

	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

CAPE ASSIST
Preventing Substance Abuse

AGREEMENT

EMPLOYEE ASSISTANCE PROGRAM

This is an agreement between the CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation (hereafter "Cape Assist") and Municipality of Lower Township (hereafter "Employer") to establish an EMPLOYEE ASSISTANCE PROGRAM (hereafter "EAP") to commence on 1/1/2019 and terminate on 12/31/2019.

WHEREAS, the Employer recognizes the need for an EAP for its employees and desires to retain Cape Assist to establish, administer, and provide personnel for an EAP, it is hereby agreed that

CAPE ASSIST WILL:

* Meet and confer with appropriate personnel of the Employer to develop the policies that will define the scope of the program, and, the procedures and the activities of the program that will most effectively meet the needs of the Employer to be referred to as the "EAP Policies and Procedures."

* Conduct a training program for the Employer's administrative and supervisory Personnel on EAP Policies and Procedures.

* Conduct an initial orientation and educational seminar on EAP Policies and Procedures, for all employees who are eligible to participate in the EAP.

* Provide assessment, evaluation, intervention, referral and case management Services for employees referred to the EAP.

3819 New Jersey Avenue, Wildwood, New Jersey 08260 • 609/522-5960
www.capeassist.org

THE EMPLOYER WILL:

- Designate specific members of its administrative staff to assist Cape Assist's representatives in the development of EAP Policies and Procedures.

* Designate and set aside an appropriate meeting place for the initial orientation seminar on EAP Policies and Procedures for all employees who are eligible for the EAP and for any additional education or training program that the parties agree are necessary to facilitate the EAP.

* Provide a private, confidential meeting place where the Employer's can meet with Cape Assist Staff when they wish to be counseled at their work site consistent with EAP Policies and Procedures, if requested.

BOTH PARTIES AGREE:

- To strictly adhere to the confidential regulations that are defined in Federal Law 42 CFR Part 2 and pertains to the confidentiality of patient/client records.

- To abide by the EAP Policies and Procedures.

- To review and update the Policies and Procedures annually or on an as needed basis, when the need to do so is identified by either the Employer or Cape Assist.

In Consideration for the EAP services to be provided by Cape Assist, the Employer agrees to pay:

A flat rate of $3,213.00 for 153 employees for twelve (12) months beginning January 1, 2019 and ending December 31, 2019. Annual cost per employee is $21.00. Full payment to be received within thirty (30) days of formal acceptance of Agreement. Increases or decreases in personnel of 10% or more shall be reported to Cape Assist and will result in Agreement modification.

INDEMNITY AND HOLD HARMLESS AGREEMENT PROVISION

Cape May County Council on Alcoholism and Drug Abuse, Inc. agrees to indemnify and hold harmless the Employer and their agents, servants and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case of the work herein, which 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or part by Cape May County Council on Alcoholism and Drug Abuse, Inc.'s negligent act or omission or that of a subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Employer is subsequently made a party to the action ty third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

The employer agrees to indemnify and hold harmless Cape May County Council on Alcoholism and Drug Abuse, Inc. and their agents, servants, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death for property damage, including loss of use, and 2) caused in whole or part by the Employer's negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractors or subcontractor may be liable. This indemnification and agreement Shall apply in all instances whether Cape May County Council on Alcoholism and Drug Abuse, Inc. is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

Nothing herein shall constitute a waiver of or otherwise limit any right either the Employer or Cape Assist may claim for immunity pursuant to N.S.S.A. 2a:53Aa-7, et seq, or, any other law of this State.

CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation.

by _____ _____
Executive Director Date

Witness _____ _____
Name Date

Municipality of Lower Township:

by_____
Name

_____ _____
Title Date

by _____

_____ _____
Title Date

Witness _____ _____
Name Date

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

RESOLUTION #2019-35

Title: **APPROVAL OF PETTY CASH FUNDS - 2019**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash fund; and

WHEREAS, it is the desire of the Lower Township Council to approve the following petty cash funds:

Location	Amount	Custodian
Treasurer's Office	$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	$550.00	Chief William Mastriana Captain Martin Biersbach

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned funds are hereby approved for the use as petty cash as defined by N.J.S.A. 40A:5-21.

	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

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

RESOLUTION #2019-36

Title: **DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR LOWER TOWNSHIP**

WHEREAS, in accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, the Public Agency Compliance Officer is the liaison between Lower Township and the Division of Public Contracts Equal Employment Opportunity Compliance for all matters concerning implementation and administration of the statute; and

WHEREAS, the Public Agency Compliance Officer is responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and the service providers. The P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that **Margaret Vitelli** be appointed the Public Agency Compliance Officer for the Township of Lower.

	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

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

RESOLUTION #2019-37

Title: **AUTHORIZING THE CASH MANAGEMENT PLAN**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following shall constitute the Cash Management Plan for the Township of Lower and the Treasurer shall deposit and manage its funds pursuant to this plan:

Definitions

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

Designation of Depositories

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

Audit Requirement

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

Authority to Invest

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

Investment Instruments

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

Records and Reports

1. The Treasurer shall report all investments in accordance with N.J.S.A. 40:5-15.2.

   At a minimum the Treasurer shall:

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

Cash Flow

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.
2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.
3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.
4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:
   - ❑ 21.25% on or before April 1
   - ❑ 22.50% on or before July 1
   - ❑ 25.00% on or before October 1
   - ❑ 31.25% on or before December 31

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

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

Annual Allowance Amounts

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses and/or eligible dependent care services. At the beginning of each plan year, a specific dollar amount must be elected. For 2019, the allowable amount is $2,500.00 for medical and $5,000.00 for dependent care reimbursements.

Banking Policies

Periodically, the Treasurer will utilize the competitive contracting process to request proposals from local banking institutions to provide banking services for the Township. This is to assure that banking services being provided to the Township are based on a competitive "bidding" process. The Township will have the option to extend the contract if it is in the best interest of the Township to do so. At least once every year the Treasurer will evaluate current banking services to assure compliance with the specifications contained in the contract and any new services that may become available in the banking industry. A detailed banking policy will be kept in the Office of the Treasurer detailing the Township's specific banking requirements.

Fund Balance Policy

It is in the best interest of the Township to establish a fund balance policy to assure adequate funds are available to mitigate current and future risk, ensure stable tax and utility rates and strengthen the Township's credit worthiness. Regarding the current fund balance, it is the policy of the Township to maintain fund balance at a level of no less than 10% (post utilization in subsequent year budget) to 20% (pre utilization in subsequent year budget) of the current fund budget with an optimal balance equaling two months of current fund expenditures.

Electronic Receipts Policy NEW

It is in the best interest of the Township to provide more and improved access for residents to pay their property taxes. To that end the Township accepts online tax payments in the form of ACH withdrawal, credit cards and debit cards. In addition the Township will also allow the usage of in-person credit card tax payments.

	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

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

RESOLUTION #2019-38

Title: **RE-APPOINTMENT OF CLASS II MEMBER TO THE PLANNING BOARD**

WHEREAS, Jennifer Dowe holds the Class II position on the Lower Township Planning Board, and her appointment expired December 31, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following re-appointment to the Lower Township Planning Board is hereby confirmed.

Name	Type/Class	Exp. Date
Jennifer Dowe	Class II	December 31, 2019

	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

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

RESOLUTION #2019-39

Title: **A RESOLUTION APPROVING MUNICIPAL BANKING AGREEMENTS**

WHEREAS, the Township of Lower awarded a Competitive Contract to OceanFirst Bank on November 19, 2018 for Banking Services for the period of January 1, 2019 through December 31, 2021 with an option for two additional years; and

WHEREAS, OceanFirst Bank has been designated as one of Lower Township's Official Depositories; and

WHEREAS, OceanFirst Bank has requested the attached Municipal Agreements be officially approved by Township Council Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Municipal Agreements between OceanFirst Bank and the Township of Lower attached hereto are hereby approved (with confidential information redacted and signature page omitted)

**Official signed documents are on file with the CFO

	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

RESOLUTION

Municipality of Lower Township
County of Cape May
State of **New Jersey**

WHEREAS, the Municipality Township of Lower has determined at a of legal meeting of the governing body of the Municipality, to designate OceanFirst Bank N.A. as an approved depository for the Municipality's funds for the performance of banking transactions;

NOW THEREFORE, BE IT RESOLVED, by the governing body of the Municipality, as follows:

1. **OPENING THE ACCOUNT:** That an account or accounts be opened (or continued and maintained) with OceanFirst Bank, titled:
Township of Lower under the Taxpayer Identification Number (TIN) 216005700 and there may be deposited to its credit in one or more accounts with the Bank any monies, checks and other instruments which may come into possession of this Municipality. It is agreed that said account or accounts shall be subject to the Bank's rules and regulations as may be in effect from time to time. Any other property may be deposited with the Bank for safekeeping, custody or other purposes. Items for deposit, collection or discount may be endorsed by any person authorized to sign checks, or the endorsement thereof may be made in writing or by a facsimile signature stamp without designation of the person so endorsing.

2. **AUTHORIZED SIGNERS:** Any (specify 2 of the following Council/Committee number) Members, officers, employees or agents (use titles, not names):
Township Clerk, Deputy Clerk, CFO, Asst. Treasurer of this Municipality is/are authorized, on behalf of this Municipality and in its name, (a) to sign checks, savings withdrawals, drafts, notes, wire transfer requests, acceptances and other instruments and orders for the payment of money or for the withdrawal or delivery of funds or other property at any time held by the Bank and to receive any thereof, and to issue instructions for the conduct of any account of this Municipality with the Bank; (b) to accept drafts, checks, any other instruments or orders, including any payable to the Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by this Municipality; and (c) to endorse, negotiate, and receive, or authorize the payment of or the proceeds of any negotiable or other instruments or orders for the payment of money payable to or belonging to this Municipality; and (d) to open and have access to a safe deposit box or boxes subject to the terms and conditions specified in the applicable lease.

Accounts:

3. **TERMS AND CONDITIONS:**

A. The Bank may honor all such checks and other instruments for the payment or delivery of money or property when signed as authorized above, regardless of whether such action would create or increase an overdraft and regardless of amount, including any payable to the Bank or to any signer or other officer or employee of the Municipality or to cash or bearer, and may receive the same in payment of or as security for the personal indebtedness of any signer or other officer or employee or other person to the Bank or in any transaction whether or not known to be for the personal benefit of any such person, without inquiry as to the circumstances of their issue or the disposition of their proceeds, and without liability to the Bank, and without any obligation upon the Bank to inquire whether the same be drawn or required for the Municipality's business or benefit.

B. The Bank shall be entitled to honor and charge the Municipality for all such checks, drafts or other orders regardless of by whom or by what means the facsimile signature or signature on the checks, drafts or other orders may have been affixed, if such facsimile signature or signatures resemble the facsimile specimen duly filed with the Bank by any of the named Council/Committee Members, officers, employees or agents.

4. **INSTRUCTIONS TO THE BANK:** Those persons authorized by the preceding resolution are also authorized on behalf of this Municipality to give instructions to the Bank as to the account(s) or other dealings between this Municipality and the Bank by any means including (but not limited to) telephone, telegraph, telex, audio response, fax transmission, computer or data link, electronically, orally or in writing and the Bank shall be entitled to follow such instructions without inquiry or confirmation as long as the Bank honestly believes at the time of receipt that such instructions were given by a person authorized by the preceding resolution.

5. **WIRE INSTRUCTIONS:** All wire transfer instructions must be presented in writing to the Bank by those persons authorized by this resolution. These instructions must be signed by an authorized representative(s) and specify the amount, receiving institution's name, address, ABA number and account name and number where the funds are to be deposited and any other additional information that may be necessary. The Municipality is also asked to comply with the Bank's security procedures which include (but are not limited to) a call-back procedure. Upon receipt of the signed wire instructions, a call-back at the telephone number on the Bank's records will be performed to verify the accuracy of the wire instructions. OceanFirst reserves the right to refuse a wire transfer transaction if the above requirements are not met. The Municipality further acknowledges and agrees that the above security procedures are a commercially reasonable method for providing security against unauthorized payment orders.

6. **ADDITIONAL AGREEMENTS:** Those persons authorized by the foregoing are also authorized on behalf of this Municipality to enter into and execute all agreements and other documents requested by the Bank in connection with any dealings including (a) agreements for cash management services; (b) funds transfer agreements, including but not limited to wire transfers, which may incorporate the selection of security procedures and the delegation of authority to other individuals who may then initiate and/or confirm funds transfers; (c) agreements of indemnity in favor of the Bank; and (d) Night Depository Agreement(s).

7. **LIABILITY:** The Municipal Clerk or other Municipal Officer is authorized to certify to the Bank the persons now holding these offices and any changes hereafter in the persons holding these offices together with specimens of the signatures of such present and future officers, and this Municipality shall fully protect, defend, indemnify, and hold the Bank harmless from any claim, loss, cost, damage, or expense arising out of its acting on such certification.

8. **CHANGES TO RESOLUTION:** The Municipal Clerk is authorized, if the Bank shall so request, to furnish a certified copy of these resolutions to the Bank, which shall be entitled to assume conclusively that the foregoing resolutions remain in full force and effect until the Bank has received express written notice of their rescission or modification, accompanied by a copy of the resolution effecting such rescission or modification duly certified by the Municipal Clerk of this Municipality.

9. **AUTHORIZED SIGNORS:** I FURTHER CERTIFY that the names of the persons who respectively hold the offices or positions mentioned in the foregoing resolutions and their actual signatures are as follows:

NAME	TITLE	SIGNATURE
Julie Picard	Township Clerk	
Karen Fournier	Deputy Clerk	
Lauren Read	CFO	
Colleen Crippen	Asst. Treasurer	

10. TAXPAYER IDENTIFICATION NUMBER (TIN) CERTIFICATION:

Under penalties of perjury, I certify that:

1.The number shown on this form is the Municipality's correct taxpayer identification number and

2. The Municipality is not subject to backup withholding because: (A) it is exempt from backup withholding, or (B) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified the Municipality that it is no longer subject to backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Municipality of Township of Lower at a meeting held on

_____

_____, Municipal Clerk

(Seal)

Accounts:

RESOLUTION

Municipality of Lower Township
County of Cape May
State of **New Jersey**

WHEREAS, the Municipality Township of Lower has determined at a of legal meeting of the governing body of the Municipality, to designate OceanFirst Bank N.A. as an approved depository for the Municipality's funds for the performance of banking transactions;

NOW THEREFORE, BE IT RESOLVED, by the governing body of the Municipality, as follows:

1. **OPENING THE ACCOUNT:** That an account or accounts be opened (or continued and maintained) with OceanFirst Bank, titled:
Township of Lower under the Taxpayer Identification Number (TIN) 216005700 and there may be deposited to its credit in one or more accounts with the Bank any monies, checks and other instruments which may come into possession of this Municipality. It is agreed that said account or accounts shall be subject to the Bank's rules and regulations as may be in effect from time to time. Any other property may be deposited with the Bank for safekeeping, custody or other purposes. Items for deposit, collection or discount may be endorsed by any person authorized to sign checks, or the endorsement thereof may be made in writing or by a facsimile signature stamp without designation of the person so endorsing.

2. **AUTHORIZED SIGNERS:** Any (specify 2 of the following Council/Committee number) Members, officers, employees or agents (use titles, not names):
Mayor, Deputy Mayor, Township Clerk, Deputy Clerk, CFO, Asst. Treasurer
of this Municipality is/are authorized, on behalf of this Municipality and in its name, (a) to sign checks, savings withdrawals, drafts, notes, wire transfer requests, acceptances and other instruments and orders for the payment of money or for the withdrawal or delivery of funds or other property at any time held by the Bank and to receive any thereof, and to issue instructions for the conduct of any account of this Municipality with the Bank; (b) to accept drafts, checks, any other instruments or orders, including any payable to the Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by this Municipality; and (c) to endorse, negotiate, and receive, or authorize the payment of or the proceeds of any negotiable or other instruments or orders for the payment of money payable to or belonging to this Municipality; and (d) to open and have access to a safe deposit box or boxes subject to the terms and conditions specified in the applicable lease.

Council Account #

3. **TERMS AND CONDITIONS:**

A. The Bank may honor all such checks and other instruments for the payment or delivery of money or property when signed as authorized above, regardless of whether such action would create or increase an overdraft and regardless of amount, including any payable to the Bank or to any signer or other officer or employee of the Municipality or to cash or bearer, and may receive the same in payment of or as security for the personal indebtedness of any signer or other officer or employee or other person to the Bank or in any transaction whether or not known to be for the personal benefit of any such person, without inquiry as to the circumstances of their issue or the disposition of their proceeds, and without liability to the Bank, and without any obligation upon the Bank to inquire whether the same be drawn or required for the Municipality's business or benefit.

B. The Bank shall be entitled to honor and charge the Municipality for all such checks, drafts or other orders regardless of by whom or by what means the facsimile signature or signature on the checks, drafts or other orders may have been affixed, if such facsimile signature or signatures resemble the facsimile specimen duly filed with the Bank by any of the named Council/Committee Members, officers, employees or agents.

4. **INSTRUCTIONS TO THE BANK:** Those persons authorized by the preceding resolution are also authorized on behalf of this Municipality to give instructions to the Bank as to the account(s) or other dealings between this Municipality and the Bank by any means including (but not limited to) telephone, telegraph, telex, audio response, fax transmission, computer or data link, electronically, orally or in writing and the Bank shall be entitled to follow such instructions without inquiry or confirmation as long as the Bank honestly believes at the time of receipt that such instructions were given by a person authorized by the preceding resolution.

5. **WIRE INSTRUCTIONS:** All wire transfer instructions must be presented in writing to the Bank by those persons authorized by this resolution. These instructions must be signed by an authorized representative(s) and specify the amount, receiving institution's name, address, ABA number and account name and number where the funds are to be deposited and any other additional information that may be necessary. The Municipality is also asked to comply with the Bank's security procedures which include (but are not limited to) a call-back procedure. Upon receipt of the signed wire instructions, a call-back at the telephone number on the Bank's records will be performed to verify the accuracy of the wire instructions. OceanFirst reserves the right to refuse a wire transfer transaction if the above requirements are not met. The Municipality further acknowledges and agrees that the above security procedures are a commercially reasonable method for providing security against unauthorized payment orders.

6. **ADDITIONAL AGREEMENTS:** Those persons authorized by the foregoing are also authorized on behalf of this Municipality to enter into and execute all agreements and other documents requested by the Bank in connection with any dealings including (a) agreements for cash management services; (b) funds transfer agreements, including but not limited to wire transfers, which may incorporate the selection of security procedures and the delegation of authority to other individuals who may then initiate and/or confirm funds transfers; (c) agreements of indemnity in favor of the Bank; and (d) Night Depository Agreement(s).

7. **LIABILITY:** The Municipal Clerk or other Municipal Officer is authorized to certify to the Bank the persons now holding these offices and any changes hereafter in the persons holding these offices together with specimens of the signatures of such present and future officers, and this Municipality shall fully protect, defend, indemnify, and hold the Bank harmless from any claim, loss, cost, damage, or expense arising out of its acting on such certification.

8. **CHANGES TO RESOLUTION:** The Municipal Clerk is authorized, if the Bank shall so request, to furnish a certified copy of these resolutions to the Bank, which shall be entitled to assume conclusively that the foregoing resolutions remain in full force and effect until the Bank has received express written notice of their rescission or modification, accompanied by a copy of the resolution effecting such rescission or modification duly certified by the Municipal Clerk of this Municipality.

9. **AUTHORIZED SIGNORS:** I FURTHER CERTIFY that the names of the persons who respectively hold the offices or positions mentioned in the foregoing resolutions and their actual signatures are as follows:

NAME	TITLE	SIGNATURE
Erik Simonsen	Mayor	
Frank Sippel	Deputy Mayor	
Julie Picard	Township Clerk	
Karen Fournier	Deputy Clerk	
Lauren Read	CFO	
Colleen Crippen	Asst. Treasurer	

10. TAXPAYER IDENTIFICATION NUMBER (TIN) CERTIFICATION:

Under penalties of perjury, I certify that:

1.The number shown on this form is the Municipality's correct taxpayer identification number and

2. The Municipality is not subject to backup withholding because: (A) it is exempt from backup withholding, or (B) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified the Municipality that it is no longer subject to backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Municipality of Township of Lower at a meeting held on

_____

_____, Municipal Clerk

(Seal)

Council Account #

RESOLUTION

Municipality of Lower Township
County of Cape May
State of **New Jersey**

WHEREAS, the Municipality Township of Lower has determined at a of legal meeting of the governing body of the Municipality, to designate OceanFirst Bank N.A. as an approved depository for the Municipality's funds for the performance of banking transactions;

NOW THEREFORE, BE IT RESOLVED, by the governing body of the Municipality, as follows:

1. **OPENING THE ACCOUNT:** That an account or accounts be opened (or continued and maintained) with OceanFirst Bank, titled:
Township of Lower under the Taxpayer Identification Number (TIN) 216005700 and there may be deposited to its credit in one or more accounts with the Bank any monies, checks and other instruments which may come into possession of this Municipality. It is agreed that said account or accounts shall be subject to the Bank's rules and regulations as may be in effect from time to time. Any other property may be deposited with the Bank for safekeeping, custody or other purposes. Items for deposit, collection or discount may be endorsed by any person authorized to sign checks, or the endorsement thereof may be made in writing or by a facsimile signature stamp without designation of the person so endorsing.

2. **AUTHORIZED SIGNERS:** Any (specify 2 of the following Council/Committee number) Members, officers, employees or agents (use titles, not names):
Township Clerk, Deputy Clerk, CFO, Asst. Treasurer, Tax Collector, Asst. Tax Collector of this Municipality is/are authorized, on behalf of this Municipality and in its name, (a) to sign checks, savings withdrawals, drafts, notes, wire transfer requests, acceptances and other instruments and orders for the payment of money or for the withdrawal or delivery of funds or other property at any time held by the Bank and to receive any thereof, and to issue instructions for the conduct of any account of this Municipality with the Bank; (b) to accept drafts, checks, any other instruments or orders, including any payable to the Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by this Municipality; and (c) to endorse, negotiate, and receive, or authorize the payment of or the proceeds of any negotiable or other instruments or orders for the payment of money payable to or belonging to this Municipality; and (d) to open and have access to a safe deposit box or boxes subject to the terms and conditions specified in the applicable lease.

Tax Redemption # Tax Premium #

3. **TERMS AND CONDITIONS:**

A. The Bank may honor all such checks and other instruments for the payment or delivery of money or property when signed as authorized above, regardless of whether such action would create or increase an overdraft and regardless of amount, including any payable to the Bank or to any signer or other officer or employee of the Municipality or to cash or bearer, and may receive the same in payment of or as security for the personal indebtedness of any signer or other officer or employee or other person to the Bank or in any transaction whether or not known to be for the personal benefit of any such person, without inquiry as to the circumstances of their issue or the disposition of their proceeds, and without liability to the Bank, and without any obligation upon the Bank to inquire whether the same be drawn or required for the Municipality's business or benefit.

B. The Bank shall be entitled to honor and charge the Municipality for all such checks, drafts or other orders regardless of by whom or by what means the facsimile signature or signature on the checks, drafts or other orders may have been affixed, if such facsimile signature or signatures resemble the facsimile specimen duly filed with the Bank by any of the named Council/Committee Members, officers, employees or agents.

4. **INSTRUCTIONS TO THE BANK:** Those persons authorized by the preceding resolution are also authorized on behalf of this Municipality to give instructions to the Bank as to the account(s) or other dealings between this Municipality and the Bank by any means including (but not limited to) telephone, telegraph, telex, audio response, fax transmission, computer or data link, electronically, orally or in writing and the Bank shall be entitled to follow such instructions without inquiry or confirmation as long as the Bank honestly believes at the time of receipt that such instructions were given by a person authorized by the preceding resolution.

5. **WIRE INSTRUCTIONS:** All wire transfer instructions must be presented in writing to the Bank by those persons authorized by this resolution. These instructions must be signed by an authorized representative(s) and specify the amount, receiving institution's name, address, ABA number and account name and number where the funds are to be deposited and any other additional information that may be necessary. The Municipality is also asked to comply with the Bank's security procedures which include (but are not limited to) a call-back procedure. Upon receipt of the signed wire instructions, a call-back at the telephone number on the Bank's records will be performed to verify the accuracy of the wire instructions. OceanFirst reserves the right to refuse a wire transfer transaction if the above requirements are not met. The Municipality further acknowledges and agrees that the above security procedures are a commercially reasonable method for providing security against unauthorized payment orders.

6. **ADDITIONAL AGREEMENTS:** Those persons authorized by the foregoing are also authorized on behalf of this Municipality to enter into and execute all agreements and other documents requested by the Bank in connection with any dealings including (a) agreements for cash management services; (b) funds transfer agreements, including but not limited to wire transfers, which may incorporate the selection of security procedures and the delegation of authority to other individuals who may then initiate and/or confirm funds transfers; (c) agreements of indemnity in favor of the Bank; and (d) Night Depository Agreement(s).

7. **LIABILITY:** The Municipal Clerk or other Municipal Officer is authorized to certify to the Bank the persons now holding these offices and any changes hereafter in the persons holding these offices together with specimens of the signatures of such present and future officers, and this Municipality shall fully protect, defend, indemnify, and hold the Bank harmless from any claim, loss, cost, damage, or expense arising out of its acting on such certification.

8. **CHANGES TO RESOLUTION:** The Municipal Clerk is authorized, if the Bank shall so request, to furnish a certified copy of these resolutions to the Bank, which shall be entitled to assume conclusively that the foregoing resolutions remain in full force and effect until the Bank has received express written notice of their rescission or modification, accompanied by a copy of the resolution effecting such rescission or modification duly certified by the Municipal Clerk of this Municipality.

9. **AUTHORIZED SIGNORS:** I FURTHER CERTIFY that the names of the persons who respectively hold the offices or positions mentioned in the foregoing resolutions and their actual signatures are as follows:

NAME	TITLE	SIGNATURE
Julie Picard	Township Clerk	
Karen Fournier	Deputy Clerk	
Lauren Read	CFO	
Colleen Crippen	Asst. Treasurer	
Kathy Brown	Tax Collector	
Maria Brewster	Asst. Tax Collector	

10. TAXPAYER IDENTIFICATION NUMBER (TIN) CERTIFICATION:

Under penalties of perjury, I certify that:

1.The number shown on this form is the Municipality's correct taxpayer identification number and

2. The Municipality is not subject to backup withholding because: (A) it is exempt from backup withholding, or (B) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified the Municipality that it is no longer subject to backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Municipality of Township of Lower at a meeting held on

_____

_____, Municipal Clerk

(Seal)

Tax Redemption # , Tax Premium #

RESOLUTION

Municipality of Lower Township
County of Cape May
State of **New Jersey**

WHEREAS, the Municipality Township of Lower has determined at a of legal meeting of the governing body of the Municipality, to designate OceanFirst Bank N.A. as an approved depository for the Municipality's funds for the performance of banking transactions;

NOW THEREFORE, BE IT RESOLVED, by the governing body of the Municipality, as follows:

1. **OPENING THE ACCOUNT:** That an account or accounts be opened (or continued and maintained) with OceanFirst Bank, titled:
Township of Lower under the Taxpayer Identification Number (TIN) 216005700 and there may be deposited to its credit in one or more accounts with the Bank any monies, checks and other instruments which may come into possession of this Municipality. It is agreed that said account or accounts shall be subject to the Bank's rules and regulations as may be in effect from time to time. Any other property may be deposited with the Bank for safekeeping, custody or other purposes. Items for deposit, collection or discount may be endorsed by any person authorized to sign checks, or the endorsement thereof may be made in writing or by a facsimile signature stamp without designation of the person so endorsing.

2. **AUTHORIZED SIGNERS:** Any (specify 2 of the following Council/Committee number) Members, officers, employees or agents (use titles, not names):
CFO, Asst. Treasurer, Court Administrator, Deputy Court Administrator, Judge of this Municipality is/are authorized, on behalf of this Municipality and in its name, (a) to sign checks, savings withdrawals, drafts, notes, wire transfer requests, acceptances and other instruments and orders for the payment of money or for the withdrawal or delivery of funds or other property at any time held by the Bank and to receive any thereof, and to issue instructions for the conduct of any account of this Municipality with the Bank; (b) to accept drafts, checks, any other instruments or orders, including any payable to the Bank, and to waive demand, protest, and notice of protest or dishonor of any instrument made, drawn, or endorsed by this Municipality; and (c) to endorse, negotiate, and receive, or authorize the payment of or the proceeds of any negotiable or other instruments or orders for the payment of money payable to or belonging to this Municipality; and (d) to open and have access to a safe deposit box or boxes subject to the terms and conditions specified in the applicable lease.

Municipal Court Bail #
Municipal Court General #

3. **TERMS AND CONDITIONS:**

A. The Bank may honor all such checks and other instruments for the payment or delivery of money or property when signed as authorized above, regardless of whether such action would create or increase an overdraft and regardless of amount, including any payable to the Bank or to any signer or other officer or employee of the Municipality or to cash or bearer, and may receive the same in payment of or as security for the personal indebtedness of any signer or other officer or employee or other person to the Bank or in any transaction whether or not known to be for the personal benefit of any such person, without inquiry as to the circumstances of their issue or the disposition of their proceeds, and without liability to the Bank, and without any obligation upon the Bank to inquire whether the same be drawn or required for the Municipality's business or benefit.

B. The Bank shall be entitled to honor and charge the Municipality for all such checks, drafts or other orders regardless of by whom or by what means the facsimile signature or signature on the checks, drafts or other orders may have been affixed, if such facsimile signature or signatures resemble the facsimile specimen duly filed with the Bank by any of the named Council/Committee Members, officers, employees or agents.

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6. **ADDITIONAL AGREEMENTS:** Those persons authorized by the foregoing are also authorized on behalf of this Municipality to enter into and execute all agreements and other documents requested by the Bank in connection with any dealings including (a) agreements for cash management services; (b) funds transfer agreements, including but not limited to wire transfers, which may incorporate the selection of security procedures and the delegation of authority to other individuals who may then initiate and/or confirm funds transfers; (c) agreements of indemnity in favor of the Bank; and (d) Night Depository Agreement(s).

7. **LIABILITY:** The Municipal Clerk or other Municipal Officer is authorized to certify to the Bank the persons now holding these offices and any changes hereafter in the persons holding these offices together with specimens of the signatures of such present and future officers, and this Municipality shall fully protect, defend, indemnify, and hold the Bank harmless from any claim, loss, cost, damage, or expense arising out of its acting on such certification.

8. **CHANGES TO RESOLUTION:** The Municipal Clerk is authorized, if the Bank shall so request, to furnish a certified copy of these resolutions to the Bank, which shall be entitled to assume conclusively that the foregoing resolutions remain in full force and effect until the Bank has received express written notice of their rescission or modification, accompanied by a copy of the resolution effecting such rescission or modification duly certified by the Municipal Clerk of this Municipality.

9. **AUTHORIZED SIGNORS:** I FURTHER CERTIFY that the names of the persons who respectively hold the offices or positions mentioned in the foregoing resolutions and their actual signatures are as follows:

NAME	TITLE	SIGNATURE
Lauren Read	CFO	
Colleen Crippen	Asst. Treasurer	
Laura Milbrandt	Court Administrator	
Sarah Van Seeters	Deputy Court Administrator	
Francis Hillegass	Judge	

10. TAXPAYER IDENTIFICATION NUMBER (TIN) CERTIFICATION:

Under penalties of perjury, I certify that:

1.The number shown on this form is the Municipality's correct taxpayer identification number and

2. The Municipality is not subject to backup withholding because: (A) it is exempt from backup withholding, or (B) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified the Municipality that it is no longer subject to backup withholding.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Municipality of Township of Lower at a meeting held on

_____

_____, Municipal Clerk

(Seal)

Municipal Court Bail #
Municipal Court General #

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

RESOLUTION #2019-40

Title: **TRANSFER OF 2018 APPROPRIATIONS**

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following transfers totaling $5,000.00 be made between the 2018 budget appropriation reserves:

LINE ITEM		ACCT. NUMBER	TO	FROM
BUILDINGS & GROUNDS	OE	8-01-20-310-200	5,000.00	
HEALTH INSURANCE	OE	8-01-23-220-400		5,000.00
			5,000.00	5,000.00

	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

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

RESOLUTION #2019-41

Title: **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**

WHEREAS, the Township of Lower has a need to retain the services of a professional planner to assist with the preparation of an Economic Development and Marketing Plan for the Lower Township Opportunity Zone located at the Cape May County Airport and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Rutala Associates, LLC has submitted a proposal to provide said services to the Township of Lower in the amount of not to exceed $50,000.00; and

WHEREAS, the Township of Lower and the County of Cape May have entered into a Shared Service Agreement on December 17, 2018 wherein the County has agreed to provide $12,500 for this service and the Township has been awarded a grant in the amount of $25,000 from the United States Department of Agriculture to develop an Economic Development Plan for the Opportunity Zone, requiring matching funds of $25,000; and

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

$25,000 - USDA Grant	9-01-56-750-679
$12,500 - Shared Service with Cape May County	C-04-55-415-900
$12,500 - Lower Township	C-04-55-415-900

CFO Signature: _____

Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Rutala Associates to provide the above stated services with a not to exceed amount of $ 50,000.

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

James M. Rutala Associates, LLC

December 13, 2018

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

Re: Rutala Associates Consulting Services Proposal
Economic Development Plan for the Lower Township Opportunity Zone

Dear Mr. Ridgway:

Rutala Associates is pleased to provide this proposal for the preparation of the Economic Development Plan for the Lower Township Opportunity Zone.

Rutala Associates is a multi-disciplined firm, representing public, private and nonprofit clients to provide planning, energy, economic development and management services.

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

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

Scope of Work, Tasks, Timeline

The proposed project entails the development of an Economic Development and Marketing Plan for Tract 218.04 (the Study Area) in Lower Township, New Jersey. The Township is seeking to move aggressively on the development and implementation of the Plan. To initiate this process, a Steering Committee will be established by the Township to include representatives from the Delaware River and Bay Commission, Cape May County Government, business leaders and residents.

The Plan will consist of a narrative and data portion based on research, interviews, and outreach conducted in support of the Plan. The narrative will examine statistics about targeted industries and markets, and undertake various analyses (SWOT, land use, economic modeling, demographics) to hone recommendations and strategies to implement those recommendations. A principal component of the Plan is a marketing strategy that will be initiated in concert with the Plan. A marketing strategy will be developed using the findings and insights gained through the economic development. The tasks will be scheduled so that the marketing strategy and implementation can begin as the plan is being finalized.

717 River Drive ▪ Linwood, New Jersey ▪ Phone: 609.743.0354 ▪ E-mail: jmrutala@comcast.net

In addition to grant narratives and implementation strategies, Rutala Associates will deliver a suite of products and deliverables that can will be used for marketing purposes. These include mailing products and fliers, maps, charts, graphs, and data tables, contact information for businesses, institutions, and industry groups, and other outreach materials and events.

Deliverables:

- Economic Development Plan for Tract 218.04
- Marketing plan for Tract 218.04
- Implementation plan/matrix for Economic Development and Marketing Plan
- Mapping products
- Data products
- Graphs, visuals, and charts associated with the plan
- Development strategies for the Opportunity Zone
- Public meeting attendance
- Marketing materials: direct mailings, workshops, site tours/visits, investor/business outreach, promotional website, social media management

Task 1: Background and Stakeholder Development

Duration: 1 month

Rutala Associates will meet with Lower Township staff managing the project to develop a Steering Committee consisting of regional partners and stakeholders identified by the Township. It is anticipated that the Steering Committee will meet monthly during the duration of this Plan.

An initial meeting with Township officials will be held to gather ideas, themes, and broad goals for the plan. Rutala Associates will present general marketing opportunities and develop a list of data and materials to be collected from the Township and stakeholders. Simultaneously, the consultant will begin examining these documents and other preliminary data to assemble a broad overview of issues facing economic development in Tract 218.04.

Task 2: Data Analysis, Research, and Outreach

Duration: 2 months

Following the collection of data from stakeholders and the initial public presentation, Rutala Associates will comprehensively analyze available information, plans, and data to inform the economic development plan. This will include data procurement, mapping, and data analysis methods and sources. The consultant will also undertake interviews with stakeholders both in and out of the Study Area to better understand issues facing businesses in the community. The consultant will also conduct research into industries and markets targeted by stakeholders for expansion and perform analyses and modeling to determine outlooks and scenarios for economic development in the Tract.

Task 3: Plan Development and Implementation Preparation

Duration: 3 months

Based on the collected data, input from the public and stakeholders, and findings by Rutala Associates, the consultant will draft a complete Economic Development and Marketing Plan inclusive of charts, tables, maps, and appurtenant document features. The consultant will also provide a list of actionable activities and performance measures for implementing the plans. Based on findings from the previous task, Rutala Associates will also produce marketing materials and an interim marketing strategy so that potential partners can receive outreach prior to the finalization of the plan.

Task 4: Plan Finalization

Duration: 1 months

The consultant will finalize the plan for public presentation and publication. Final publication will occur following a public meeting, whereby suggestions and revisions will be incorporated during this time.

Cost Proposal

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

January	$8,000
February	$8,000
March	$8,000
April	$8,000
May	$8,000
June	$8,000
July	$2,000

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

Thank you for this opportunity and we look forward to working with the Township of Lower. We are of course, available at your convenience to discuss this proposal and address any of your questions.

Respectfully submitted,

Rutala Associates, LLC

James M. Rutala

James M. Rutala, PP, AICP, MBA

Accepted by the Township of Lower:

_____

Signature

_____ _____

Printed Name Date

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

General Terms

This Agreement (the "Agreement") between Rutala Associates and Client consists of the proposal (attached and incorporated by reference) and these General Terms. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether written or oral, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding or either party unless made in writing and executed by Rutala Associates and a duly authorized agent of the Client.

Article 1 Client's Responsibilities

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

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

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

Article 2 Estimated Schedule and Project Budget

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

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

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

Article 3 Compensation and Payments

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

Article 4 Termination

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

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

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

Article 5 Dispute Resolution

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

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

Article 6 Use and Ownership of Rutala Associates' Documents

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

Article 7 Non-Disclosure Agreement

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

Article 8 Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

RESOLUTION #2019-42

Title: A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY REGARDING CODE BLUE WARMING CENTERS

WHEREAS, N.J.S.A. § App.A:9-43:19, PL 2017 Chapter 68 (The Code Blue Law), requires county governing bodies and municipalities to develop plans to establish emergency warming centers for at-risk individuals when a Code Blue alert is issued; and

WHEREAS, Cape May County is providing supportive funding to three municipalities, including Lower Township, that had the largest usage of the prior year's Code Blue Placements; and

WHEREAS, Cape May County has requested that Lower Township approve the attached Memorandum of Agreement setting forth the responsibilities and obligations of both parties.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council formally approves the attached Memorandum of Agreement and authorizes the Mayor, Clerk and Solicitor to sign the document on the Township's behalf.

	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

MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF CAPE MAY
AND
TOWNSHIP OF LOWER

This memorandum of agreement is entered into on this ___ day of _____, 2018, between the **County of Cape May,** (County), whose administrative offices are located at 4 Moore Road, Cape May Court House, New Jersey, 08210, and the **Township of Lower,** (Municipality), whose administrative offices are located at 2600 Bayshore Road, Villas, NJ 08251.

WHEREAS, PL 2017 Chapter 68 (The Code Blue Law) requires municipalities to plan for their unsheltered individuals by providing emergency warming centers, and

WHEREAS, it is the intention of the County to provide supportive funding to the three municipalities with individuals reporting zip codes contained within those municipalities as their last permanent address and that have had the largest usage of prior year Code Blue placements, and

WHEREAS, the Municipality is one of the three municipalities referenced above that will provide an emergency warning center;

NOW, THEREFORE, the parties agree as follows:

I. County Responsibilities

The County shall provide $20,000 annually to support the operations of the Municipal Warming Centers.

II. Municipality Responsibilities

1. The Municipality shall designate a place with heat and access to a restroom for unsheltered individuals to assemble from the hours of 6:30PM to 6:30AM, at a minimum, during a Code Blue declaration ("Warming Center").

2. Prior to January 1, 2019, the Municipality shall provide the County with the address of the Warming Center and a contact name and phone number for the location.

3. The Municipality shall open the Warming Center on or before January 1, 2019, and on every Code Blue declaration thereafter.

4. The Municpality shall provide a report of County funding on May 1 and January 31.

III. Insurance and Indemnification

1. The parties represent that each is insured for liability purposes and agree to remain insured by for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

2. To the fullest extent permitted by law, and at its sole cost and expense, the Municipality hereby agrees to defend and indemnify the County and to hold it harmless from and against any and all damages, claims, losses, suits and/or liabilities of any sort (including reasonable attorney's fees and litigation costs) arising out of or alleging to arise out of the services contained in this Agreement, including any theories of negligence claimed or asserted against the County.

IV. Effective Date; Termination

1. This Agreement shall be approved by and be deemed effective on the date of a resolution of the governing bodies of the County and the Municipality duly adopted in accordance with law at public meetings held in accordance with the provisions of the Open Public Meetings Act and the provisions of the Uniform Shared Services and Consolidation Act.

2. This agreement shall automatically renew from year to year unless a party notifies the other in writing by no later than October 1 of the preceding year.

V. Miscellaneous

1. This Agreement shall be governed by the laws of the State of New Jersey. In the event of a dispute arising out of this Agreement, the parties agree that they immediately will meet and make a good faith effort to resolve said dispute. In the event that the dispute cannot be resolved amicably, then any litigation arising out of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County.

2. The parties have read this Agreement and it is a full statement of their understandings. This Agreement is not subject to oral modification and may only be changed by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement.

3. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the substantive provisions of this Agreement.

4. The County and Municipality agree that no inference concerning the meaning or interpretation of this Agreement shall be drawn based upon the fact that it was drafted by the County of Cape May's legal counsel.

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

ATTEST:	COUNTY OF CAPE MAY
_____	_____
Elizabeth Bozzelli Clerk of the Board	Gerald M. Thornton Freeholder Director

APPROVED AS TO FORM:

_____

Jeffrey R. Lindsay, Esquire
County Counsel

ATTEST:

_____

Julie Picard, Clerk

TOWNSHIP OF LOWER

_____

Erik Simonsen, Mayor

APPROVED AS TO FORM:

_____

David Stefankiewicz
Municipal Solicitor

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

RESOLUTION # 2019-43

Title: **A RESOLUTION DESIGNATING LOWER TOWNSHIP'S MUNICIPAL WARMING CENTERS**

WHEREAS, the Township of Lower has an obligation under the laws of the State of New Jersey, and the County of Cape May Code Blue Alert Plan, to designate a Municipal Emergency Warming Center; and

WHEREAS, pursuant to N.J.S.A. § App.A:9-43.18 to -43.21, P.L. 2017 Chapter 68 "The Code Blue Law", an Emergency Warming Center is identified as a short-term emergency facility that operates when temperatures reach 25 degrees Fahrenheit or lower without precipitation, 32 degrees Fahrenheit or lower with precipitation, or wind chill temperatures below 0 degrees Fahrenheit or less; and

WHEREAS, the paramount purpose of an emergency warming center is the prevention of death and injury from exposure to the elements; and

WHEREAS, an Emergency Warming Center is not to be confused with an Emergency Shelter, which is activated only during the most severe weather emergencies that include a loss of power, major flooding, and/or major winter weather conditions; and

WHEREAS, the Township of Lower recognizes that excessive cold and severe weather conditions put at-risk individuals in danger of illness and/or death; and

WHEREAS, as the temperatures get colder, the County Office of Emergency Management will soon be declaring Code Blue Alerts that meet the requirements after evaluating weather forecasts and advisories produced by the National Weather Service; and

WHEREAS, after a Code Blue alert has been issued, the Township of Lower will open a facility as an emergency warming center operational from 6:00 p.m. to 6:00 a.m. EST; and

WHEREAS, the Township shall receive $20,000 from the County of Cape May to offset the costs associated with establishing an Emergency Warming Center; and

WHEREAS, the Township may use the funding provided by Cape May County for costs associated with the warming centers, such as staff, utilities, rent, food and insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower, that County of Cape May, State of New Jersey, herby designates the Lower Township Recreation Center, 2600 Bayshore Road, Villas, NJ 08251 and the Lower Township Millman Community Center located at 209 Bayshore Road, Villas, NJ 08251as the Emergency Warming Centers of the Township of Lower.

BE IT FURTHER RESOLVED that the Township Clerk is hereby instructed to forward a copy of this Resolution to the Governor of the State of New Jersey, the members of the 1st Legislative District, the Board of Chosen Freeholders of Cape May County and to all municipalities in Cape May County.

	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

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

RESOLUTION #2019-44

Title: RENEWAL OF TRAILER PARK LICENSES FOR THE YEAR 2019

WHEREAS, the following applicants have submitted applications for renewal of their trailer park licenses for the year 2019; and

WHEREAS, the appropriate license fees have been received and the real estate taxes on subject properties are current.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the renewal of the following trailer park licenses for the year 2019 are hereby approved:

NAME	LOCATION
Patricia Major t/a Broadway Mobile Park	901 Broadway
William Herker t/a Cape May Landing	755 Route 9
Inter Coastal Enterprises, Inc. t/a Shawcrest Mobile Home Park	5200 Shawcrest Road
National RV Communities t/a Cape May Crossing	878 Route 109 South
William Herker t/a Cape Meadows	306 Route 9

	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