

**WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**  
**January 4, 2016 - 7:00 P.M.**

**Meeting called to order.**

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

Proclamation honoring Matt Szczur; Proclaiming January 9, 2016 "Matthew Francis Szczur Day" in Lower Township - Manager Jim Ridgway

**Consent Agenda**

Approval of Minutes - December 21, 2015

- Res. #2016-01 Appointment of Municipal Solicitor for 2016 as a Professional Service Contract without Public Bidding (D.Stefankiewicz)
- Res. #2016-02 Annual Approval of Emergency Management Council
- Res. #2016-03 Appointment of JIF Management Consultant (J.Byrne Agency)
- Res. #2016-04 Appointment of Municipal Auditor for the year 2016 as a Professional Service Contract without Public Bidding (Ford Scott & Associates \$40,000)
  
- Res. #2016-05 Resolution to Defer the Regional School Tax (annual)
- Res. #2016-06 Adopting 2016 Temporary Current Budget
- Res. #2016-07 Authorizing Payment of 2016 Debt Service
- Res. #2016-08 Authorizing Cash Management Plan (annual)
- Res. #2016-09 Designation of Official Depositories (annual)
- Res. #2016-10 Authorizing Payment to Lower Township Board of Education (1/1/16 - 7/31/16)
- Res. #2016-11 Authorizing Payment for 2015 Regional School Taxes (1/15/16 – 7/31/16)
- Res. #2016-12 Annual Approval of Petty Cash Funds (annual)
- Res. #2016-13 Transfer of 2015 Appropriations (\$45,300)
- Res. #2016-14 Setting the Interest Rate for Delinquent Taxes (annual)
- Res. #2016-15 Establishment of Meeting Dates and Times for the Year 2016 (annual)
- Res. #2016-16 Designation of Official Newspapers for Legal Advertising for the Year 2016 (Star & Wave & Herald)
- Res. #2016-17 Authorizing the Clerk to Issue Bingo & Raffle Licenses throughout the Year to Qualified Organizations (annual)
- Res. #2016-18 Authorizing Tax Assessor to File Tax Appeals (annual)
- Res. #2016-19 Approving 2016 Contract with Cape Assist (annual \$3,213.)
- Res. #2016-20 Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (annual)
- Res. #2016-21 Appointment of Municipal Public Defender for the Year 2016 (V.Roach \$11,200)
- Res. #2016-22 Designation of Public Agency Compliance Officer for Lower Township (M.Vitelli – annual)
- Res. #2016-23 Authorization for Public Bidding (annual)
- Res. #2016-24 Appointment of Municipal Engineer for the Year 2016 as a Professional Service Contract Without Public Bidding (Hatch, Mott, MacDonald)
  
- Res. #2016-25 Appointment of Bond Counsel for the Year 2016 as a Professional Service Contract Without Public Bidding (Archer & Greiner)
- Res. #2016-26 Contract Award for Township of Lower Animal Control Services – Year 3 (Shore Animal Control \$51,020)
- Res. #2016-27 Approval of Annual Contribution to Volunteers in Medicine (\$7,690.)
- Res. #2016-28 Authorization for Refund of Taxes (3 properties \$2,384.81)
- Res. #2016-29 Authorization for the Payout of Accumulated Sick Time ( \$43,574.15 contractual)
- Res. #2016-30 Appointment of Public Information Officer as a Professional Service Contract without Public Bidding (L.Suit \$10,400)
- Res. #2016-31 Resolution Restating the Bid Threshold / Quote Limit pursuant to N.J.S.A. 40A:11-3 (annual)
- Res. #2016-32 Appointment of Township Labor Solicitor for the year 2016 as a Professional Service Contract Without Public Bidding (W. Blaney not to exceed \$25,000)
  
- Res. #2016-33 Appointment of Municipal Prosecutor for the year 2016 (Frank Guaracini, Blaney & Karavan Law Firm \$23,000)
- Res. #2016-34 Approving Amendment to Inter-Local Service Agreement – Fire Suppression Service (making payable to Wildwood Crest Volunteer Fire Company No. 1)
  
- Res. #2016-35 Payment of 2016 Vouchers \$55,505.20
- Res. #2016-36 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GOVDEALS Online Auction Website
- Res. #2016-37 Payment of 2015 Vouchers - \$165,592.94

**Regular Agenda**

- Res. #2016-38 Appointment of Class III Member to the Planning Board (Councilman David Perry)
  
- Res. #2016-39 Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of Emergency Medical Services in Lower Township

**Council Comments**

**Call to the Public**

**Adjournment**

COUNCIL MEETING MINUTES – DECEMBER 21, 2015

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was called to order on December 21, 2015 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad  
 Councilmember David Perry  
 Deputy Mayor Clark  
 Mayor Michael Beck

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

Mayor Beck invited Steve Selby, Lower Township's Healthy Youth Coalition Coordinator, to give an update on an upcoming event.

Mr. Selby announced that Lower Township's Healthy Youth Coalition will be hosting a public meeting on February 3, 2016 at 7:00 p.m. and encouraged everyone to attend. He left his contact information for anyone with questions or concerns.

**Work Session**

Beach Access Update - Manager Jim Ridgway, Steve Morey

Manager Ridgway invited Steve Morey, Hatch Mott MacDonald, to give an update on the beach access presentation. Mr. Morey informed that Hatch Mott MacDonald completed the photo documentation and topographic surveys of thirty-three eligible beach accesses. Emergency accesses were found at Emerson Avenue and Village Road. A proposed plan will be ready to present to Council at the first meeting in February.

**Consent Agenda**

Mayor Beck asked Solicitor Stefankiewicz about Resolution #2015-368 awarding the lease of public land. He expressed concern about the wording of the lease and possible use of land. Solicitor Stefankiewicz suggested more restrictive language with Council's consent.

Mayor Beck motioned to TABLE Resolution #2015-368 to allow the solicitor to tighten up the language.

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

- |                     |   |
|---------------------|---|
| Approval of Minutes | December 7, 2015  |
| Res. #2015-363      | Payment of Vouchers \$ 845,761.80   |
| Res. #2015-364      | Amend Township Manager James Ridgway's Memorandum of Understanding (adding vacation days)   |
| Res. #2015-365      | Authorizing the Donation of Tumbling Mats no longer needed for Public Use to the Lower Cape May Regional School District  |
| Res. #2015-366      | Reappointment to Recreation Advisory Board (R.Osborn)   |
| Res. #2015-367      | Reappointment to Recreation Advisory Board (L.Bedell, Jr.)  |
| Res. #2015-368      | A Resolution Awarding the Lease of Public Land Located at the Intersection of Seaview and Rochester Avenues after the December 1, 2015 Open Public Auction (\$10,000 per yr to Achristavest ) |

Res. #2015-369

A Resolution Supporting New Jersey State Assembly Bill No. 2733/A4764 "Reinstating Municipal to Regulate Residential Rental Properties"

Res. #2015-370

Amending Resolution #2015-332 – State Health Benefits Program Chapter 48, P.L. 1999

Res. #2015-371

Authorization for the payout of Accumulated Compensatory Time (J.Piggott \$283.13)

Res. #2015-372

Transfer of 2015 Appropriations

Res. #2015-373

Approving Contract with USABLE for Group Life as an Extraordinary Unspecifiable Services Contract

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

**Regular Agenda**

Res #2015-374

Lower Township Rescue Squad Voucher \$5,000.00

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

**Administrative Reports**

Clerk, Construction, Dog, Finance, Police, Tax, Vital Statistics

**Council Comments**

Councilman Conrad informed that an open space grant application has been submitted for land acquisition of the Nathaniel Foster House and commended Grants Coordinator Colleen Crippen for her work. He extended wishes for a Merry Christmas and Happy New Year and God's blessings to all.

Councilman Perry wished everyone a Merry Christmas and a Happy, Healthy New Year.

Manager Ridgway commented on the success of the Ferry Merry Christmas Event and announced the upcoming New Year's Eve party at the Recreation Department. He also informed that the state is paying for body cameras for the Lower Township Police Department in the amount of \$23,000.

Deputy Mayor Clark gave an update on the progress of the Delaware Bayshore Council. He reflected on the spirit of the season and the message of hope that Christmas brings to Lower Township.

Mayor Beck announced the New Year's Eve Party at the Recreation Department and the Reorganization Council Meeting. He also wished everyone a Merry Christmas, a Happy New Year and Safe Traveling.

**Call to Public**

Dan Anderson, Townbank Road informed that Cape May beach tags are free to veterans and active military personnel and families.

Ed Butler, Villas, addressed Council regarding the beach access plan and expressed concern for the dunes.

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Perry, seconded by Councilmember Conrad. Motion to adjourn unanimous. Meeting adjourned at 7:18 p.m.

\_\_\_\_\_  
Mayor  
Approved:

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

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

RESOLUTION #2016-01

**TITLE: APPOINTMENT OF MUNICIPAL SOLICITOR FOR 2016 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower ("Township") has a need to acquire legal counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

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

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

**WHEREAS**, David Stefankiewicz has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of \$28,000 per annum for attendance at meetings plus all other services to be billed at \$140.00 per hour for a total price not to exceed \$125,000. for the year; and

**WHEREAS**, the CFO has determined sufficient funds are available in the current budget as follows:

Appropriation #6-01-20-155-200

Signature \_\_\_\_\_

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

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower hereby appoints David Stefankiewicz as Solicitor and approves the contract with David Stefankiewicz for the goods and services described above.

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made as of the \_\_\_\_ day of January, 2016, by and between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION** of the State of New Jersey (hereinafter referred to as "Township") and **DAVID A. STEFANKIEWICZ, ESQUIRE**, an attorney-at-law of the State of New Jersey (hereinafter referred to as "Township Solicitor"), of the Law Firm of Stefankiewicz & Belasco, LLC (hereinafter, referred to as the "Law Firm"), having an office at 111 E. 17<sup>th</sup> Avenue, Suite 100, North Wildwood, New Jersey 08260.

***WITNESSETH***

**WHEREAS**, pursuant to Resolution adopted by the Township Council on the \_\_\_\_ day of January 2016, David A. Stefankiewicz, Esquire, was appointed Township Solicitor for the Township of Lower; and

**WHEREAS**, said appointment was made in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey

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

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

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

1. **APPOINTMENT:** The Township hereby employs David A. Stefankiewicz, Esquire, as its Township Solicitor until December 31, 2016 or until such time as a successor is appointed after the one (1) year term of this Contract has ended.

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

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

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

The Township shall compensate the Township Solicitor for all services described in this Paragraph 3 at the rate of One Hundred Forty (\$140.00) Dollars per hour including work performed by any other attorney employed by his firm. These services shall be compensated on an hourly basis in

increments of tenths of an hour. Billing in accordance with this Section shall not exceed One Hundred Twenty-Five Thousand (\$125,000.00) Dollars without the prior approval of the Township.

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

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

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

7. The specific term of this agreement shall be for one (1) year from the date of the reorganization meeting in January 2016, until the first meeting of the Township Council in 2016, or until reappointment or until the appointment of a successor at the expiration of this Contract. This Agreement may be extended upon the written execution thereof by all parties and in accordance with the law.

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

9. This Contract has been awarded to David A. Stefankiewicz, Esquire, based on his merits and abilities to provide the goods and services as described herein. This Contract was awarded as a professional service contract. As such, the undersigned does hereby attest that David A. Stefankiewicz, Esquire, his subsidiaries, assigns or principals controlling in excess of 10% of the

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

\_\_\_\_\_

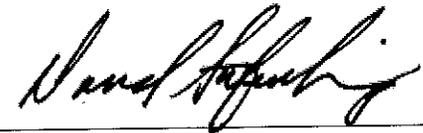
THE TOWNSHIP OF LOWER

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

WITNESS:

 \_\_\_\_\_

TOWNSHIP SOLICITOR

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

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

**RESOLUTION #2016-02**

**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, the governing body thereof, that the following persons appointed by Manager James Ridgway are hereby approved as the Emergency Management Council for 2016.

<u>NAME</u>	<u>CATEGORY</u>	<u>NAME</u>	<u>CATEGORY</u>
Michael Beck	1	David Perry	1
James Ridgway	2	William Mastriana	2 & 7
Gary Douglass	2 & 8	Eileen Kreis	2
Kurt Hughes	2	Donna Blackley	2
Gary Playford	2 & 5	Craig Loper	5
Martin Bierbach	7	Kevin Hart	2 & 3
Bryan Harron	4 & 9	Lewis Megonigal	4 & 9
David Lepor	8	Warren Muller	2

**BE IT FURTHER RESOLVED** that the Township Manager has appointed Rich Harron as OEM Coordinator and Gary Douglass as Deputy OEM Coordinator for a three year term – January 1, 2016 thru December 31, 2018.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-03

TITLE: APPOINTMENT OF JIF RISK MANAGEMENT CONSULTANT

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the Township of Lower does hereby appoint J. Byrne Agency as its Risk Management Consultant for a fee of 4% of the combined ACMJIF and MELJIF net assessment amount as per their proposal.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

# Agreement

## Risk Management Consultant Atlantic County Municipal Joint Insurance Fund

This agreement, entered into this 1st day of January, 2016, between the Township of Lower (hereinafter referred to as the municipality) and the J. Byrne Agency, Inc. (Corporation) of the State of New Jersey, having its principal office at 5200 New Jersey Avenue, Wildwood, NJ (hereinafter referred to as the Consultant)

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

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

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

- 1) The consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:
  - A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
  - B) Assist the Municipality in understanding and selecting the various coverage's available from the Atlantic County Municipal Joint Insurance Fund.
  - C) Review with the Municipality any additional coverage's that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverage's outside the Fund.

- D) Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
  - E) Review the Municipality's assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
  - F) Review the loss engineering reports and generally assist the safety committee in its loss containment objectives.
  - G) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
  - H) Any other services required by the Fund's ByLaws.
- 2) The term of this agreement shall be for one (1) year from the first day of January, 2016, or from the effective date of coverage.
  - 3) The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to four percent (4%) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of the payment of the member's assessment. The consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
  - 4) For any coverage's, authorized by the Municipality, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.

Township of Lower

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

DATED: \_\_\_\_\_

J. BYRNE AGENCY

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

Thomas P. Byrne, AIA  
President

DATED: \_\_\_\_\_

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

RESOLUTION #2016-04

**TITLE: APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2016 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower ("Township") has a need to acquire a municipal auditor as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

Appropriation # 6-01-20-130-299,135,207

Signature \_\_\_\_\_

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

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower hereby approves a contract with Ford Scott and Associates, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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



# FORD - SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • PO BOX 538 • OCEAN CITY, NJ • 08226-0538  
PHONE 609.399.6333 • FAX 609.399.3710  
[www.ford-scott.com](http://www.ford-scott.com)

December 3, 2015

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

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide the Township of Lower for the year ended December 31, 2015. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the Township of Lower as of and for the year ended December 31, 2015. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2016 Local Municipal Budget from information provided to us by officials of the Township of Lower.
- Assistance in the preparation of the 2015 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2015 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2015 Annual Debt Statement.

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

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

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

- Other Comments and Recommendations

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

- Court Report
- Dog Report
- New Jersey Audit Questionnaire

### **Audit Objectives**

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

Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

If applicable, internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and New Jersey OMB 15-08.

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, The Provisions of OMB Circular A-133 and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the

reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

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

#### **Audit Procedures—Internal Controls**

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

As required by OMB Circular A-133 and New Jersey OMB 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, if applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 and New Jersey OMB 15-08.

**Audit Procedures – Compliance**

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

OMB Circular A-133 and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and NJ OMB 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and NJ OMB 15-08.

**Other Services**

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards (if required), and related notes in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, OMB Circular A-133 and NJ OMB 15-08 based on information provided by you. These non-audit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

**Management Responsibilities**

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

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

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or

suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133 and NJ OMB 15-08, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with OMB Circular A-133 and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with OMB Circular A-133 and New Jersey OMB 15-08; (2) you believe that schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with OMB Circular A-133 and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

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

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services

by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

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

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

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

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

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

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

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

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Accordingly, our 2013 peer review report accompanies this letter.

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

Very truly yours,

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

*Leon P. Costello*

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

**RESPONSE:**

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

By: \_\_\_\_\_  
Chief Financial Officer

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

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

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

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

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



HOLMAN | FRENIA  
ALLISON, P.C.

Certified Public Accountants & Consultants

10 Allen Street, Suite 2B, Toms River, NJ 08753 • Tel: 732.797.1333  
618 Stokes Road, Medford, NJ 08055 • Tel: 609.953.0612  
912 Highway 33, Suite 2, Freehold, NJ 07728 • Tel: 732.409.0800  
795 Canton Street, Troy, PA 16947 • Tel: 570.297.5090  
926 Main Street, Suite 103, Rome, PA 18837 • Tel: 570.297.5090

[www.hfacpas.com](http://www.hfacpas.com)

## System Review Report

October 10, 2013

To the Owners  
Ford, Scott & Associates, L.L.C.  
Certified Public Accountants  
and the Peer Review Committee of the  
New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, L.L.C. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objective, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

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

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, L.L.C. in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ford, Scott & Associates, L.L.C. has received a peer review rating of *pass*.

*HOLMAN FRENIA ALLISON, P.C.*  
HOLMAN FRENIA ALLISON, P.C.  
Certified Public Accountants & Consultants

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

RESOLUTION #2016-05

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 2014 Regional School Levy was \$12,708,204 and not more than 50% is \$6,354,102.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that it desires to defer regional school taxes to the year 2016 in the amount of \$6,354,102.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016- 06

TITLE: ADOPTING 2016 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 2016 Budget, temporary appropriations should be made by resolution prior to January 30<sup>th</sup> 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 2015 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is \$24,303,843.81; and

WHEREAS, 26.25% of the total appropriations in the 2015 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is \$6,379,759.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2016 Temporary Current Budget is set in an amount not to exceed \$6,379,759.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

**RESOLUTION #2016-07**

**Title: AUTHORIZING PAYMENT OF 2016 DEBT SERVICE**

**WHEREAS**, the amounts listed below are owed for debt service in the current year 2016 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 2016 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 that the following debt service payments are hereby authorized:

<u>DATE</u>	<u>TOTAL</u>	<u>PRIN</u>	<u>INT</u>	
-	-	-	-	
1/15/2016	147,377.78		147,377.78	BOND
2/9/2016	24,873.26	20,182.92	4,690.34	LOAN
2/15/2016	9,327.48	7,129.96	2,197.52	LOAN
3/7/2016	27,982.44	22,258.40	5,724.04	LOAN
4/1/2016	1,065,500.00	1,000,000.00	65,500.00	BOND
6/15/2016	9,375.00		9,375.00	BOND
7/15/2016	845,800.00	680,000.00	165,800.00	BOND
8/9/2015	24,873.28	20,384.76	4,488.52	LOAN
8/15/2016	9,327.48	7,201.26	2,126.22	LOAN
9/7/2016	27,982.43	22,480.98	5,501.45	LOAN
10/1/2016	48,000.00		48,000.00	BOND
12/15/2016	509,375.00	500,000.00	9,375.00	BOND
	2,749,794.15	2,279,638.28	470,155.87	

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

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

RESOLUTION #2016-08

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, 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

The 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. At the beginning of each plan year, a specific dollar amount must be elected. For 2016, the allowable amount is \$1,500.00.

### 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 to 20 percent of the current fund budget with an optimal balance equaling two months of current fund expenditures. Regarding the usage of utility

fund balance in the Township Budget, it is the policy of the Township to restrict usage of utility fund balance to the utility budget.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-09

TITLE: DESIGNATION OF OFFICIAL DEPOSITORIES

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

**BE IT FURTHER RESOLVED** that all disbursements by check require two signatures unless noted otherwise and shall be signed by the following officials:

<u>ACCOUNT</u>	<u>AUTHORIZED OFFICIALS</u>
Municipal Court Account – General (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – Bail (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Payroll Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Payroll-Flexible Spending Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, Asst. Twp. Clerk or Aflac representative
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

ACCOUNT

AUTHORIZED OFFICIALS

Economic Development Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Historic Commission Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Joint Housing Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Investigative Trust Account	Police Chief, Police Captain(s), 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
Group Insurance Trust (transfers)	CFO, Asst. Treasurer, Twp. Clerk Asst. Twp. Clerk

**BE IT FURTHER RESOLVED** that the use of electronic signatures for the signatures of the Mayor, Township Clerk and Chief Financial Officer is hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

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

**RESOLUTION #2016-10**

**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 2016 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.

**NOW, THEREFORE, BE IT RESOLVED** that tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #6-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer

\_\_\_\_\_

SCHOOL TAXES DUE 1/1/16	\$ 1,631,728.60
SCHOOL TAXES DUE 2/1/16	\$ 1,631,728.60
SCHOOL TAXES DUE 3/1/16	\$ 1,631,728.60
SCHOOL TAXES DUE 4/1/16	\$ 1,631,728.60
SCHOOL TAXES DUE 5/1/16	\$ 1,631,728.60
<b>TOTAL PAYMENT DUE 1/1/16 - 7/31/16</b>	<b>\$ 8,158,643.00</b>

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

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

RESOLUTION #2016-11

Title: AUTHORIZING PAYMENT FOR 2016 REGIONAL SCHOOL TAXES

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2016 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

NOW THEREFORE, BE IT RESOLVED that tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #6-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer

SCHOOL TAXES DUE 1/15/16	\$ 1,270,820.40
SCHOOL TAXES DUE 2/15/16	\$ 1,270,820.40
SCHOOL TAXES DUE 3/15/16	\$ 1,270,820.40
SCHOOL TAXES DUE 4/15/16	\$ 1,270,820.40
SCHOOL TAXES DUE 5/15/16	\$ 1,270,820.40
TOTAL PAYMENT DUE 1/1/16 - 7/31/16	\$ 6,354,102.00

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-12

TITLE: ANNUAL APPROVAL OF PETTY CASH FUNDS

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

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

<u>Location</u>	<u>Amount</u>	<u>Custodian</u>
Treasurer's Office	\$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	\$250.00	Chief William Mastriana Captain Martin Biersbach

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk



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

RESOLUTION # 2016-14

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 4, 2016 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, 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 \$1,500.00 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 Five (\$5.00) 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.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and rows for CONRAD, PERRY, SIMONSEN, CLARK, BECK.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-15

TITLE: ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES  
FOR THE YEAR 2016

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower was held on January 4, 2016 at which time it was necessary to establish the official Council Meeting dates and times.

NOW, THEREFORE, BE IT RESOLVED 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. The annual schedule of Council meetings shall be posted on the official Township bulletin board at the Township Hall. Unless otherwise provided by law, all of the above described meetings shall be open to the public.

Meeting of January 18 shall be changed to January 20  
Meeting of February 15 shall be changed to February 17  
Meeting of July 4 shall be changed to July 6  
Meeting of September 5 shall be changed to September 7

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

**TOWNSHIP OF LOWER  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251**

**IN COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT**

In compliance with Chapter 231 of the Laws of New Jersey, 1975, the following constitutes the 2016 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.

**Wednesday** - January 20, 2016

Monday – February 1, 2016

**Wednesday** - February 17, 2016

Monday – March 7, 2016

Monday – March 21, 2016

Monday – April 4, 2016

Monday – April 18, 2016

Monday – May 2, 2016

Monday – May 16, 2016

Monday – June 6, 2016

Monday – June 20, 2016

**Wednesday** – July 6, 2016

Monday – July 18, 2016

Monday – August 1, 2016

Monday – August 15, 2016

**Wednesday** – September 7, 2016

Monday - September 19, 2016

Monday – October 3, 2016

Monday - October 17, 2016

Monday – November 7, 2016

Monday – November 21, 2016

Monday – December 5, 2016

Monday – December 19, 2016

Unless otherwise noted, all meetings begin at 7:00 pm, are 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

ADVERTISED:  
POSTED:

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

RESOLUTION #2016-16

**TITLE: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2016**

**WHEREAS**, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 4, 2016 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 of Lower, the governing body thereof, that the official newspaper for all Township advertising, including notices of public meetings, shall be the Cape May Star & Wave.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-17

**TITLE: A RESOLUTION AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES THROUGHOUT THE YEAR TO QUALIFIED ORGANIZATIONS**

**WHEREAS**, the Township Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within Lower Township; 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 2016 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, the governing body thereof, that the Township Clerk is authorized to issue bingo/raffle licenses for 2016 to the following organizations as applicable throughout the year.

Animal Alliance of Cape May County	Lower Township Elementary School
Cape May Stage	Make a Wish Foundation
Cape Regional Medical Center Aux.	National Quilters Assoc of CMC #279
Christ Child of CMC	St. John Neumann – St. Raymond's Holy Name Society
Erma Volunteer Fire Company	St. John Neumann – St. Raymond's Catholic Church
Friends of Historic Cold Spring Village	St. John Neumann – St. John of God Alter Rosary Society
Greater Cape May Elks Lodge	St. John Neumann – St. John of God Catholic Church
Knights of Columbus	Townbank Volunteer Fire Company
Kiwanis Club of Cape May	VFW Post 5343 Lt. Charles Buddy Lewis
Lower Cape May Little League	Vietnam Vets of America – Chapter #602
Lower Cape Hockey Association	Villas Volunteer Fire Company
Lower Township Optimist Club	

**FURTHER RESOLVED**, the 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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-18

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 2016.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower 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 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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-19

TITLE: APPROVING 2016 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 2016 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 that the Mayor and Clerk are hereby authorized to sign the contract agreement for the year 2016.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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



December 2, 2015

Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

Dear Sirs:

We are pleased to forward to you two (2) copies of an Employee Assistance Program renewal contract for your signature. This contract becomes effective on January 1, 2016. Please sign and return both copies to our office. We will return one (1) copy of a fully executed contract.

We look forward to continuing to serve your employee assistance needs. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Lynne Krukosky".

Lynne Krukosky  
Executive Director

Enclosures

Cape Assist  
 3819 New Jersey Avenue

# Invoice

Date	Invoice #
12/2/2015	5617

Bill To
Township Of Lower 2600 Bayshore Road Villas, NJ 08251

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
153	Employee Assistance Program 1/1/16 to 12/31/16, 153 employees	21.00	3,213.00

Phone #	Fax #
609-522-5960	609-522-4074

<b>Total</b>	\$3,213.00
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## **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 1/1/2016 and terminate on 12/31/2016.

**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.

**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, 2016 and ending December 31, 2016. 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 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.**

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 # 2016-20

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 that the following persons are named in the capacity listed for the Joint Insurance Fund for 2016 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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-21

Title: **APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2016**

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

**NOW, THEREFORE, BE IT RESOLVED** that Victoria Roach is hereby appointed by the Township Council of the Township of Lower as the Lower Township Public Defender for a term commencing on the date of this Resolution and continuing until December 31, 2016.

**BE IT FURTHER RESOLVED** that Victoria Roach as the Lower Township Public Defender shall be paid a salary of \$11,200.00 without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days and the funds are available in the current fund as evidenced by the Chief Financial Officer's Certification and Signature:

\_\_\_\_\_  
Lauren Read, Chief Financial Officer

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

*Victoria T. Roach, P.C.*

ATTORNEY AT LAW  
3311 NEW JERSEY AVENUE  
P.O. BOX 120  
WILDWOOD, NEW JERSEY 08260  
609-522-5622  
609-522-5269  
[vroachpc@hotmail.com](mailto:vroachpc@hotmail.com)

December 7, 2015

**VIA E-MAIL ONLY**

Mr. James Ridgway, Administrator  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

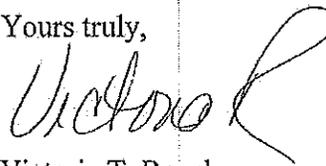
**RE: Public Defender Lower Township Municipal Court**

Dear Mr. Ridgway,

Please convey to Mayor and Council my sincere thanks for appointing me as Lower Township's Public Defender this year. I have enjoyed working with Judge Hillegass, Frank Guaracini and Elizabeth Byrne in the Lower Township Municipal Court. I appreciate this opportunity and look forward to serving the Township of Lower in 2016.

Please advise if there is any additional information you require.

Yours truly,



Victoria T. Roach

VTR/cc

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

RESOLUTION # 2016-22

**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 that **Margaret Vitelli** be appointed the Public Agency Compliance Officer for the Township of Lower.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-23

TITLE: AUTHORIZATION FOR PUBLIC BIDDING

WHEREAS, the Township 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:

The Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services in 2016 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 and 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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-24

Title: APPOINTMENT OF MUNICIPAL ENGINEER FOR 2016 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal engineer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

WHEREAS, the anticipated term of this contract is one year, January 4, 2016 thru December 31, 2016; and

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

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

Signature \_\_\_\_\_

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

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Hatch Mott MacDonald, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk



**Hatch Mott  
MacDonald**

**Hatch Mott MacDonald**  
833 Rt 9 North  
PO Box 373  
Cape May Court House, NJ 08210  
T 609.465.9377 www.hatchmott.com

December 10, 2015

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

**RE: Township of Lower  
2016 Agreement for Professional Engineering and Planning Services**

Dear Ms. Picard:

Hatch Mott MacDonald (HMM) looks forward to continue to provide professional consultation services to the Township of Lower as the Municipal Engineer, Planning Board Engineer and Zoning Board of Adjustment Engineer in 2016. HMM proposes to provide Mr. Mark Sray, PE, CME to serve as the Township Engineer and Mr. Shawn A. Carr, PE, CME to serve as the Assistant Municipal Engineer, Planning Board Engineer and Zoning Board of Adjustment Engineer.

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

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

As requested we have enclosed herewith two (2) executed copies of our 2016 Professional Engineering and Planning Services contract with the Township. Upon execution of the agreements, please return one (1) copy to our office for our files. We have also included the following items as requested:

- 2016 Fee Schedule (Exhibit B of the enclosed contract);
- Certificate of Insurance;
- Business Registration Certificate;
- Completed Mandatory Equal Opportunity Form;
- Certificate of Employee Information Report;
- Business Entity Disclosure Certification;
- Statement of Ownership; and
- Affidavit of Pay-To-Play Compliance form



Hatch Mott  
MacDonald

We look forward to continuing to serve the Township of Lower in 2016 and beyond. Should you have any questions or require additional information, please feel free to contact our office.

Very truly yours,

Hatch Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read "Eric C. Betz", written over a horizontal line.

Eric C. Betz, PE, BCEE, CME  
Vice President & Manager,  
Municipal & County Services  
T 732.780.6565 F 732.577.0551  
eric.betz@hatchmott.com

Enclosures

cc: Mark R. Sray, PE, CME  
Shawn A. Carr, PE, CME  
Steven C. Morey, CEP

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of January, 2016, by and between **HATCH MOTT MacDONALD, LLC**, having its principal place of business at 111 Wood Avenue South, Iselin, New Jersey 08830, hereinafter called "ENGINEER"; and **TOWNSHIP OF LOWER** a municipal corporation of the State of New Jersey, having offices at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering and planning consulting services through the year 2016 (sometimes referred to herein as the "Work"), and

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

WHEREAS, CLIENT wishes to retain the services of Mark R. Sray and Shawn A. Carr, Professional Engineers licensed by the State of New Jersey, with the firm Hatch Mott MacDonald, LLC in the position of Township Engineer and Assistant Township Engineer/Zoning Board Engineer/Planning Board Engineer, respectively, for a one year period commencing on January 1, 2016 (sometimes referred to herein as the "Work"), and

WHEREAS, funds are available for this purpose;

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

SECTION 1 - BASIC SERVICES OF ENGINEER

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

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

c. For other Services Work Orders specifying the specific professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the

ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral directives from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

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

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

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

#### SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

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

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

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

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

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

#### SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

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

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

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

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

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

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

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

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

#### SECTION 4 - PERIOD OF SERVICE

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

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

c. This Agreement shall cover the period from January 1, 2016, through December 31, 2016.

#### SECTION 5 - PAYMENTS TO ENGINEER

a. CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's 2016 Rate Schedule, attached hereto as Exhibit B.

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

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

mutual agreement to set forth the revised scope of work).

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

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

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

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

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

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

j. Other Provisions Concerning Payments If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in

addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

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

l. **Reimbursable Expenses.** Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B.

m. ENGINEER's Hourly Rate Schedule. ENGINEER's 2016 Rate Schedule is set forth in Exhibit B.

#### SECTION 6 - GENERAL PROVISIONS

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

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

consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

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

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

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

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

g. Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, except as stated in Paragraph 6(f) and except to the extent that the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

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

i. Estimates of Cost -- Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

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

#### SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

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

a. Further Description of Basic Services

(Exhibit A).

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

c. Mandatory Affirmative Action Clause (Exhibit C).

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

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

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

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

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

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

#### SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of Pages 1 to 6, inclusive), together with the Exhibits identified in Section 7 above), constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said

Exhibit may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 9 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political contribution Disclosure. This contract has been awarded to ENGINEER based on the merits and abilities of ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-

20.4 *et seq.* As such, the undersigned does hereby attest that ENGINEER, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

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

ATTEST:

\_\_\_\_\_

TOWNSHIP OF LOWER

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

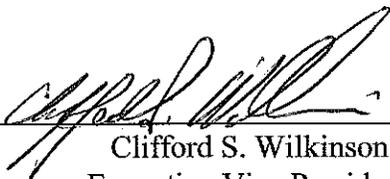
\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_



HATCH MOTT MacDONALD, LLC

By  \_\_\_\_\_

Clifford S. Wilkinson  
Executive Vice President

## EXHIBIT A

### FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in SECTION 1 of the Agreement are supplemented as indicated below:

ENGINEER shall perform all engineering duties required to be performed on behalf of the CLIENT and the laws of the State of New Jersey. ENGINEER shall perform such other services and duties as may be necessitated and as authorized by the CLIENT and to provide the necessary engineering services to the officials of the CLIENT.

Whenever it is determined by the CLIENT to be desirable or necessary in the performance of its work, the CLIENT shall call upon ENGINEER to perform specific consulting engineering services.

These services may include review of wastewater systems, operations and recommendations for modifications or improvements, preparation of reports or studies on the CLIENT'S infrastructure, preparation of plans and specifications for new rehabilitation of existing facilities and/or infrastructure, roadway improvements, park and recreation, marine and coastal improvements, cost estimates, assistance in systems operations, preparation of applications to regulatory agencies, attendance at Township meetings, special meetings and meeting with regulatory agencies, any other consultation services related to general and specific municipal engineering services, such as, tax map preparation and revisions.

Hatch Mott MacDonald will specifically assign Mr. Mark R. Sray, P.E. to the position of Township Engineer for the full course of the contract period unless specifically approved otherwise by the Client.

This contract with the ENGINEER for Professional Engineering and Planning Services for 2016 shall not exceed \$450,000.00 unless amended by the Client.

EXHIBIT A  
Attachment A-1

WORK ORDER NO.

This Work Order is issued between **TOWNSHIP OF LOWER** and **HATCH MOTT MacDONALD, LLC**, pursuant to the Agreement for Professional Engineering and Planning Services between the parties dated January , 2016 and subject to all the terms and conditions thereof.

**SCOPE OF WORK TO BE PERFORMED**

The ENGINEER is hereby requested to perform the following services (the "Work"):

**COMPENSATION**

The ENGINEER shall be compensated as follows:

**AUTHORIZATION**

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

TOWNSHIP OF LOWER

Dated: \_\_\_\_\_

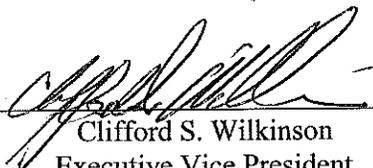
By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

HATCH MOTT MacDONALD, LLC

Dated: 12/10/15

By  \_\_\_\_\_

Clifford S. Wilkinson  
Executive Vice President

**EXHIBIT B**

EXHIBIT B



2016 Hourly Rate Schedule  
 Township of Lower  
 Township of Lower Planning Board  
 Township of Lower Zoning Board of Adjustment

	<u>Per Hour*</u>
Municipal Engineer.....	\$146.50
Planning Board Engineer/Zoning Board Engineer/Assistant Municipal Engineer.....	\$132.50
Vice Presidents / Principals .....	\$163.50
Principal Project Managers / Associates / Senior Associates .....	\$146.50
Sr. Project: Engineer, Architect, Manager, Scientist, Geologist .....	\$146.50
Project Managers / Project Engineers / Project Architects. ....	\$133.00
Project Scientists / Project Geologists .....	\$130.00
Sr. Engineers / Sr. Designers / Sr. Architects / Sr. GIS & CAD Specialists.....	\$126.00
Sr. Scientists / Sr. Geologists / Sr. Environmental Specialists .....	\$126.00
Engineers / Designers / Architects.....	\$86.50 to \$118.00
Senior Inspectors (V) / Senior Surveyors (Licensed, V) .....	\$97.00 to \$133.00
Scientists / Geologists / Environmental Scientists.....	\$80.00 to \$116.00
Inspectors / Surveyors / Crew Chiefs / Field Technicians .....	\$61.50 to \$108.50
Drafters / CAD Operators / GIS Technicians / Engineering Technicians. ....	\$61.50 to \$92.50
Administration / Project Support .....	\$49.00 to \$80.00

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

EXPENSES

Personal Auto / Company Auto .....	\$0.575 <sup>1</sup> / mile
Company Vans / Company Pick-Up .....	\$0.575 / mile
Photocopies, Printing & Reproduction.....	Variable
UPS / Federal Express /Postage /Messenger Service .....	Direct + 10%
Subcontractors (including Contract Laboratory).....	Direct + 10%
Telephone (Cellular) .....	Variable
Field Equipment.....	Variable

<sup>1</sup>Varies, changes in accordance with Federal Rate Standard

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

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

RESOLUTION #2016-25

**TITLE: APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2016 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower ("Township") has a need to acquire bond counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

Appropriation: Applicable Bond Ordinances

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower hereby approves a contract with Archer & Greiner for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

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

THIS AGREEMENT, made as of this \_\_\_ day of January, 2016, between the TOWNSHIP OF LOWER, a body politic of the State of New Jersey, herein designated as the "Township", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Highway 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

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

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

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

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

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

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

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

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

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

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

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

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

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

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

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,000.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$.50 per

thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

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

E. In the event of a bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

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

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

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

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

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

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

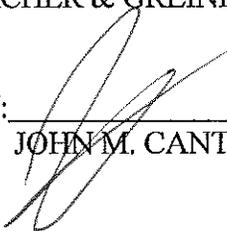
TOWNSHIP OF LOWER

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_,  
Authorized Officer

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

ARCHER & GREINER P.C.

BY:   
\_\_\_\_\_  
JOHN M. CANTALUPO

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

RESOLUTION #2016-26

**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 6, 2014 via Resolution #2014-36; 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 the availability of funds as evidenced by her signature below:

\_\_\_\_\_  
Lauren Read, CFO

\_\_\_\_\_  
Budget Account

**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, 2016 – December 31, 2016  
**AWARD TO:** Shore Animal Control Services, LLC  
**TOTAL:** \$51,020 for the year 2016 – Final Year 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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

# Shore Animal Control Services

73 Hope Corson Rd  
Seaville, N.J. 08230  
1-800-351-1822

## 2013 Animal Control Proposal

Township of Lower  
2600 Bayshore Rd  
Villas, N.J. 08251  
609-886-2005  
Fax 609-886-9488

### PROFESSIONAL SERVICES PROPOSAL

#### Year One:

24/7 Service as defined in Scope of Services  
Start Date-January 1, 2014  
Completion Date-December 31, 2014

\$50,000.00

#### Year Two: Option-12 month extension

24/7 Service as Year 1  
Start Date-January 1, 2015  
Completion Date-December 31, 2015

\$51,000.00

#### Year Three: Option-12 month extension

24/7 Service as Year 1  
Start Date-January 1, 2016  
Completion Date-December 31, 2016

\$51,020.00

#### Years One and Two

Dog Census: \$2.25 per dog these fees will be paid on any dog license that is renewed after the deadline date as a result of our census protocol, as well as dogs in violation of license ordinance. Please see 6 step census protocol included in the Education and Experience section.

#### Year Three

Dog Census \$2.50 per dog (same requirements as 2014)

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

RESOLUTION # 2016-27

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 does hereby authorize and approve a contribution of \$7,690. for the year 2016.

**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						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

December 18, 2015

Honorable Michael Beck and Council  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

Dear Mayor Beck and Council,

Volunteers in Medicine will soon be 14 years old – 14 years of Neighbors Caring for Neighbors. And, we could not have done it without the Township of Lower. 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 valued partner in this program.

As VIM continues to provide health services to the needy residents of your community, we ask that your annual budget include a partnership donation of \$7,690 to Volunteers in Medicine of Cape May County.

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

On behalf of the Board of Trustees of  
**Volunteers in Medicine of Cape May County**

Jacqueline Meiluta  
Executive Director

CC: Jim Ridgeway, Margaret Vitelli

**VIM Board of Trustees:** *Louis Altobelli • Douglas Burke, Esq. • Joanne Carrocino, FACHE • Katherine Custer • Lindsey Tyler DeLollis MSN, BSN, RN • Micki Goldberg • Stephen Powers, CPA MST, CVA, ABV • The Reverend Victoria Pretti • Noreen Sisko, RN, MSN, PhD • Marilyn Sweeney, RN • Mary Tighe, RN • Mike Tomlin • William Weisberg, MD*

***2002 – 2015 Celebrating Thirteen Years of Neighbors Caring for Neighbors***



# Volunteers In Medicine

O F C A P E M A Y C O U N T Y

*Neighbors caring for neighbors*

Volunteers in Medicine of Cape May County (VIM) is a free health care clinic, incorporated as a 501(c)3 in 2001, that first opened its doors for patient care on March 12, 2002. Since opening day, VIM has been able to treat more than 4,000 patients with almost 30,000 cumulative visits, all at no charge. Currently, approximately 500 residents of Cape May County consider VIM their primary care doctor and medical home. The American Academy of Family Physicians reports that having a medical home was associated with better access to care, more preventative screenings, higher quality of care and fewer racial and ethnic disparities. VIM's patients, their families and Cape May County, in general, are healthier as a result of VIM.

To be eligible for service at VIM, one must reside in the County, earn no more than 300% of the Federal Poverty Guidelines (approx. \$46,000 for a couple) and have no usable insurance (deductible > \$2500/year). VIM patients are truly the working poor, dependent on a seasonal economy that offers low pay and no health benefits. VIM patients are our fishermen, chamber maids, bartenders and even real estate agents; they are our neighbors and friends.

VIM patients represent all municipalities of Cape May County with a slightly higher percentage coming from the Wildwoods and Villas. They tend to have chronic conditions such as diabetes, high blood pressure, high cholesterol, etc. - the types of conditions one would expect to see from middle-aged people, who have worked in manual labor and/or service, lived with very low income and a history of limited access to health care.

VIM, with the support of the community at large, assists those who are making a sincere effort to help themselves and their families realize optimum health. VIM's focus is on primary health care, emphasizing disease prevention, health promotion and patient education in an easily accessible facility with the same dignity and confidentiality afforded in the private sector.

VIM's annual budget is about \$300,000. VIM receives no Federal funds, but does receive some support from the County of Cape May and the municipalities of Avalon and Lower Township. The majority of VIM funds come from local charitable groups and individuals. 100% of all funds donated remain within the County of Cape May and more than 85% of all funds go direct to patient care. The cost per patient is about \$500/year (\$95/patient visit).

According to the Congressional Budget Office, even after the Affordable Care Act is fully implemented in 2019, an estimated 23 million Americans will still lack access to health insurance. VIM's patients typically earn too much for Medicaid but not enough to pay premiums, co-pays and deductibles.

The medically underserved in our community struggle daily with the tough choices: choosing between putting food on the table and paying for much needed medications; transportation costs for work or the cost of health care. The staff and volunteers at VIM remain committed to making this choice a little easier.

**Volunteers in Medicine – neighbors caring for neighbors; assurance for the uninsured.**

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

RESOLUTION #2016-28

**TITLE: AUTHORIZATION FOR REFUND OF TAXES**

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

**WHEREAS**, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
222	18	Anthony Famiano	Disabled Veteran	576.64
113	27	Corelogic	Wrong town	1,062.12
454	5	Yahaira Morales	Paid twice	746.05

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-29

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

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

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature \_\_\_\_\_ that adequate funding is available for such payment in the 2015 budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to the employees listed on the attached schedule not to exceed the amount of \$43,574.15 is authorized and chargeable to the 2015 Budget.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

Dept	First	Last	Hours	Rate	Total
Bldgs	Donald	Douglass	35	24.74	\$ 865.90
<b>Bldgs Total</b>					\$ 865.90
BOCA	Gary	Playford	35	42.22	\$ 1,477.70
BOCA	Rose	Moore	35	26.06	\$ 912.10
BOCA	Richard	Kajander	20	30.82	\$ 616.40
<b>BOCA Total</b>					\$ 3,006.20
Court	Elizabeth	Byrne	35	44.41	\$ 1,554.35
<b>Court Total</b>					\$ 1,554.35
DPW	Mark	Alexander	40	27	\$ 1,080.00
DPW	Howard	Bailey	40	32.11	\$ 1,284.40
DPW	Daniel	Bonilla	40	16.74	\$ 669.60
DPW	Gary	Douglass	40	45.53	\$ 1,821.20
DPW	Gerald	Finnegan	40	30.21	\$ 1,208.40
DPW	David	Laserre	40	27.3	\$ 1,092.00
DPW	David	Lepor	40	36.43	\$ 1,457.20
DPW	Allen	Magnavita	40	24.55	\$ 982.00
DPW	Fred	McCloskey	40	26.18	\$ 1,047.20
DPW	Raymond	Small	40	24.55	\$ 982.00
DPW	Linda	Thomas	35	27.33	\$ 956.55
<b>DPW Total</b>					\$ 12,580.55
Finance	Colleen	Crippen	35	42.91	\$ 1,501.85
Finance	Lauren	Read	35	51.36	\$ 1,797.60
<b>Finance Total</b>					\$ 3,299.45
Manager	James	Ridgway	40	48.08	\$ 1,923.20
<b>Manager Total</b>					\$ 1,923.20
Planning	Lisa	Schubert	35	26.72	\$ 935.20
Planning	William	Galestok	35	47.95	\$ 1,678.25
<b>Planning Total</b>					\$ 2,613.45
Police	Eric	Coombs	40	44.08	\$ 1,763.20
Police	Anthony	Greto	40	29.83	\$ 1,193.20
Police	James	McNulty	40	24.46	\$ 978.40
Police	Jordan	Saini	40	20.79	\$ 831.60
Police	Jason	Felsing	40	18.95	\$ 758.00
Police	Kevin	Boyle	40	29.83	\$ 1,193.20
Police	Stephen	Flitcroft	40	24.46	\$ 978.40
Police	Michael	Nuscis	40	20.79	\$ 831.60
Police	Michael	James	40	22.62	\$ 904.80
Police	Brian	McEwing	40	43.22	\$ 1,728.80
Police	Dallas	Bohn	40	43.23	\$ 1,729.20
<b>Police Total</b>					\$ 12,890.40
Recreation	Rocco	Sansone	40	11.77	\$ 470.80
Recreation	Keith	Palek	40	22.13	\$ 885.20
Recreation	Mitchell	Plenn	35	36.5	\$ 1,277.50
Recreation	Vernon	Kline	40	11.98	\$ 479.20
<b>Recreation Total</b>					\$ 3,112.70
Tax	Susan	Jackson	35	49.37	\$ 1,727.95
<b>Tax Total</b>					\$ 1,727.95
<b>Grand Total</b>					\$ 43,574.15

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

RESOLUTION #2016-30

TITLE: APPOINTMENT OF PUBLIC INFORMATION OFFICER AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a Public Information Officer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Lauren Suit has submitted a proposal indicating that she will provide the goods or services described above for a price not to exceed \$10,400; and

WHEREAS, the term of this contract is January 4, 2016 to December 31, 2016; and the CFO has determined sufficient funds will be available in the current budget as follows:

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

Signature \_\_\_\_\_

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

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Lauren Suit for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

**TOWNSHIP OF LOWER**  
**CONTRACT FOR PROFESSIONAL SERVICES FOR**  
**PUBLIC INFORMATION OFFICER**

THIS AGREEMENT made as of the 4th day of January 2016, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and LAUREN SUIT, a media specialist, having an office at 10 Holiday Road, Villas, NJ 08251 (hereinafter referred to as "Township Public Information Officer").

*WITNESSETH:*

WHEREAS, pursuant to Resolution # \_\_\_\_\_ adopted by the Township Council on the 4th day of January 2016, Lauren Suit was appointed Public Information Officer for the Township of Lower, for a period of twelve (12) months to commence on January 4, 2016 and ending on December 31, 2016.

WHEREAS, said appointment was made without competitive bidding in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey which nevertheless requires the execution of a written contract; and

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

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

1. APPOINTMENT: The Township hereby employs Lauren Suit as its Township Public Information Officer in accordance with Code 3-8 (B) (1), for a period of twelve (12) months to commence on January 4, 2016 and ending on December 31, 2016,

2. MONTHLY STIPEND: Township shall pay to Lauren Suit (“Public Information Officer”) the sum of Ten Thousand Four Hundred Dollars payable in equal monthly amount of \$866.66 on or before the 15th day of each month, as compensation for day-to-day public information officer functions. In consideration of the monthly stipend, The Public Information Officer agrees to:

- (a) Write and post Township news to the Township of Lower website;
- (b) Post news to the Township of Lower social media sites;
- (c) Consult with the Township Administrator to issue press releases;
- (d) Create positive media coverage for the Township of Lower for economic development and to aid tourism, including, writing stories, publicizing upcoming special events and offering photo opportunities;
- (e) Disseminate information to residents via the Township of Lower website;
- (f) Monitor news stories about the Township and keep an archive of news articles about the Township of Lower;
- (g) Attend Township Council meetings to gather information for press releases and news items for the Lower Township website and Facebook account;
- (h) Assist the Township Manager to disseminate information during emergencies such as weather emergencies, utility outages or road closings.
- (i) Develop positive relations on behalf of the Township with local media; television, newspapers, radio and websites.

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

ATTEST:

THE TOWNSHIP OF LOWER

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

BY: \_\_\_\_\_  
Michael E. Beck, Mayor

WITNESS:

TOWNSHIP PUBLIC INFORMATION OFFICER

\_\_\_\_\_

BY: \_\_\_\_\_  
Lauren Suit

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

RESOLUTION # 2016-31

**TITLE: RESOLUTION RESTATING THE BID THRESHOLD / QUOTE LIMIT PURSUANT TO N.J.S.A. 40A:11-3**

**WHEREAS**, recent changes to the Local Public contracts Law give local contracting units the ability to increase their bid threshold; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-3, the State Treasurer has increased the minimum bid threshold from \$36,000 to \$40,000 for entities subject to the Local Public Contracts Law whose purchasing agents possess a Qualified Purchasing Agent (QPA) certificate awarded by the Division of Local Government Services. As such, the new quote threshold for local units with QPAs is \$6,000 (15% of the \$40,000 QPA bid threshold); and

**WHEREAS**, the Township has appointed Margaret Vitelli as the Township's Qualified Purchasing Agent (QPA).

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the Township of Lower, County of Cape May, State of New Jersey hereby re-establishes its bid threshold to \$40,000.00 as permitted by N.J.S.A. 40A:11-3.

**BE IT FURTHER RESOLVED** the Lower Township Bid Quotation threshold shall not exceed \$6,000.00 with the amount to be established by a directive from the Township Manager on an annual basis.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-32

TITLE: APPOINTMENT OF TOWNSHIP LABOR SOLICITOR FOR THE YEAR 2016 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a Labor Attorney as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and William G. Blaney of Blaney & Karavan, P.C. has submitted a proposal indicating that he will provide the goods or services described above for a price not to exceed \$ 25,000; and

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

Appropriation #

Signature \_\_\_\_\_

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

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby appoints William Blaney Esq. as Labor Solicitor and approves the contract with William Blaney, Esq of Blaney & Karavan for the goods and services described above.

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of January, 2016, by

and between:

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

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

**W I T N E S S E T H:**

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

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

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

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

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue to December 31, 2016, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid. Party of the second part further agrees that this Agreement may be terminated by the Township immediately "for cause." As used herein, the

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

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

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

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

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Twenty-five (\$125.00) Dollars per hour, (not to exceed \$25,000.00), which shall be paid from time to time upon the submission of proper verified legal statements on Township forms, detailing the work actually performed, for services rendered. Where any resolution, ordinance, or contract provides for payment or reimbursement by a third party or legal fee to the Township, such payment shall be made to the Township of Lower and not to the party of the second part's office, directly.

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

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

A. Workers' Compensation

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

B. General Liability Including Products & Completed Operations

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

C. Errors and Omissions/Professional Liability

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

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

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

11. The execution of this contract has been authorized on behalf of Lower Township by Resolution No. \_\_\_\_\_ dated January \_\_, 2016.

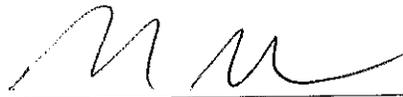
IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

LOWER TOWNSHIP

ATTEST:

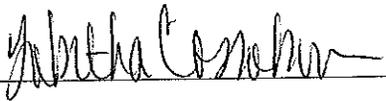
By: \_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_  
WILLIAM G. BLANEY, ESQUIRE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:



TABITHA COSSABOON  
A Notary Public of New Jersey  
My Commission Expires 4/30/2016

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

RESOLUTION #2016-33

Title: APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2016

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

NOW, THEREFORE, BE IT RESOLVED that Frank Guaracini, III of the Blaney & Karavan Law Firm is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Prosecutor for the year 2016 for a term commencing on the date of this Resolution and continuing until December 31, 2016.

BE IT FURTHER RESOLVED that the Blaney & Karavan Law Firm as the Lower Township Municipal Prosecutor shall be paid a salary of \$ 23,000 (\$1,916.366 per month) without benefits, payable monthly on the first Council meeting of every month and CFO has determined sufficient funds will be available in the current budget as follows:

Appropriations # \_\_\_\_\_

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

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_,

2016, by and between:

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

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

**W I T N E S S E T H:**

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

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

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

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

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue for a period of one (1) year from January 1, 2016 .

through December 31, 2016, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid.

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

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

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, of a yearly stipend of \$23,000.00 (\$1,916.66 per month) without benefits for all regular municipal court sessions, payable in equal monthly installments and \$80.00 per hour for Special Court Sessions within 30 days of receipt of an invoice for the same. Checks will be made payable to Blaney & Karavan, PC.

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

10. The execution of this contract has been authorized on behalf of the Township of Lower by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ 2016.

BLANEY & KARAVAN, PC  
2123 DUNE DRIVE, ST. 11, AVALON, NEW JERSEY 08202

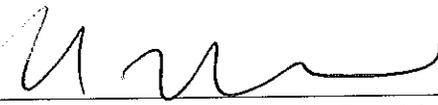
IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

TOWNSHIP OF LOWER

ATTEST:

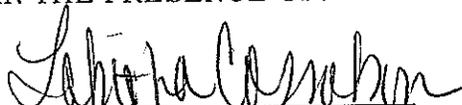
By: \_\_\_\_\_

\_\_\_\_\_

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

  
\_\_\_\_\_  
FRANK GUARACINI, III, ESQUIRE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_

TABITHA COSSABOON  
A Notary Public of New Jersey  
My Commission Expires 4/30/2016

BLANEY & KARAVAN, PC  
2123 DUNE DRIVE, ST. 11, AVALON, NEW JERSEY 08202

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

RESOLUTION # 2016-34

**TITLE: APPROVING AMENDMENT TO INTER-LOCAL SERVICE AGREEMENT –  
FIRE SUPPRESSION SERVICES**

**WHEREAS**, There exists an Inter-local Agreement between The Borough of Wildwood Crest, Wildwood Crest Volunteer Fire Company No. 1, the Township of Lower and Erma Volunteer Fire Company, Station 62, Fire District No.3 for Fire Suppression Services; and

**WHEREAS**, a change has been negotiated to the original terms of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Township of Lower, County of Cape May, State of New Jersey that the following change is hereby approved:

Paragraph 3 is amended as follows:

**CONSIDERATION/CONTRIBUTION FOR OPERATING EXPENSES:** The agreed-upon cost of providing said service shall be in the sum of Seventy-Five Thousand Dollars (\$75,000.00) per year, the payment of which is to be made as follows:

\$25,000 on or before April 1, 2015	\$37,500 on or before February 1, 2016
\$50,000 on or before October 1, 2015	\$37,500 on or before October 1, 2016

All funds are to be made payable to the Wildwood Crest Volunteer Fire Company No. 1 for operating expenses for providing said services.

The terms of this Amendment shall prevail over any inconsistent terms of the individual Inter-local Services Agreement (Fire Suppression Services) and the change as provided for in this Amendment shall be effective upon date of fully executed Amendment.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk



# THE BOROUGH OF WILDWOOD CREST

6101 Pacific Avenue, Wildwood Crest, NJ 08260  
www.wildwoodcrest.org

December 17, 2015



CARL GROON  
Mayor -  
Public Safety

JOYCE GOULD  
Revenue &  
Finance

DON CABRERA  
Public Works &  
Recreation

Ms. Julie Picard, Municipal Clerk  
Lower Township Municipal Building  
2600 Bayshore Road  
Villas, NJ 08251

RE: Amendment to Interlocal Service  
Agreement between Wildwood Crest,  
Wildwood Crest Vol. Fire Co. No. 1 &  
Erma Vol. Fire Co., Station 62

COMMISSIONERS  
BOROUGH CLERK  
609-522-5176  
FAX 609-522-7108

FIRE PREVENTION/  
CODE ENFORCEMENT  
609-729-5152  
FAX 609-729-7089

PUBLIC WORKS  
609-522-7446

RECREATION  
609-523-0202

TAX ASSESSOR  
609-522-3891

TAX COLLECTOR  
SEWER COLLECTION  
609-522-3843  
FAX 609-522-6692

TREASURER  
609-522-0401  
FAX 609-522-6692

Dear Ms. Picard:

Enclosed is the amendment to the above referenced Interlocal Service Agreement. It has been fully executed by the Chief of the Wildwood Crest Volunteer Fire Company, No. 1.

You and the Mayor will also need to sign the agreement in front of a witness and then forward it to the Erma Volunteer Fire Company for their signatures and return to the Borough of Wildwood Crest. Upon receipt by the Borough of the fully executed document, I will then forward a signed copy to both the Township and the Erma Volunteer Fire Company.

If you have any questions, please call me.

Thanks for your assistance and have a wonderful holiday.

Sincerely,  
  
Patricia A. Feketics,  
Borough Clerk

Enclosure

**AMENDMENT TO  
INTERLOCAL SERVICES AGREEMENT  
FIRE SUPPRESSION SERVICES**

BETWEEN **THE BOROUGH OF WILDWOOD CREST**

AND **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**

AND **THE TOWNSHIP OF LOWER**

AND **ERMA VOLUNTEER FIRE COMPANY, STATION 62, FIRE DISTRICT NO. 3**

THIS AMENDMENT TO INTERLOCAL SERVICES AGREEMENT (FIRE SUPPRESSION SERVICES) dated March 18, 2015 is made on this 16<sup>th</sup> day of DECEMBER, 2015, by and between **BOROUGH OF WILDWOOD CREST**, a municipal corporation of the State of New Jersey, having its principal place of business at 6101 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as the "Borough", **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**, having its principal place of business at 7100 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as "Volunteer Fire Company", **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey, having its principal place of business at 2600 Bayshore Road, Villas, New Jersey, 08251, hereinafter referred to as the "Township, and **ERMA VOLUNTEER FIRE COMPANY, STATION 62, FIRE DISTRICT NO. 3**, having its principal place of business at 415 Breakwater Road, Erma, New Jersey, 08204, hereinafter referred to as "District", and herein provides as follows:

1. Paragraph 3 is amended as follows:

**CONSIDERATION/CONTRIBUTION FOR OPERATING**

**EXPENSES:** The agreed-upon cost of providing said services shall be the sum of Seventy-Five Thousand Dollars (\$75,000.00) per year, the payment of which is to be made as follows:

\$25,000 on or before April 1, 2015	\$37,500.00 on or before February 1, 2016
\$50,000 on or before October 1, 2015	\$37,500.00 on or before October 1, 2016

All funds are to be made payable to the Wildwood Crest Volunteer Fire Company No. 1 for operating expenses for providing said services.

The terms of this Amendment shall prevail over any inconsistent terms in the initial Interlocal Services Agreement (Fire Suppression Services) and the change as provided for in this Amendment shall be effective upon date of fully executed Amendment.

IN WITNESS WHEREOF, the parties affix their signatures to this Amendment, intending to be legally bound. If a party is a corporation, this Amendment is signed by its proper corporate officers and its corporate seal is affixed.

WITNESS:

\_\_\_\_\_

BOROUGH OF WILDWOOD CREST

By: \_\_\_\_\_  
Carl Groon, Mayor

By: \_\_\_\_\_  
Patricia Feketics, Borough Clerk

WITNESS:

Claudia R. Karames

WILDWOOD CREST VOLUNTEER FIRE  
COMPANY NO. 1

By: Ron Herrera  
Chief

WITNESS:

\_\_\_\_\_

TOWNSHIP OF LOWER

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

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

WITNESS:

\_\_\_\_\_

ERMA VOLUNTEER FIRE COMPANY,  
STATION 62, FIRE DISTRICT NO. 3

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

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

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

**RESOLUTION #2016-35**

**TITLE:                    AUTHORIZING THE PAYMENT OF 2016 VOUCHERS**

**REORGANIZATION MEETING JANUARY 4, 2016**

Advance Video Maint	Due Jan 1	\$ 2,900.00
Barber Consulting	Due Jan 1	\$ 5,000.00
Blue Cross Blue Shield Med	due Jan 1	\$ 1,658.28
Cape Assist	Due Jan 1	\$ 1,213.00
Cape Mediation	Due Jan 1	\$ 2,743.92
Chief Bill Mastriana	Petty Cash	\$ 100.00
Colleen Crippen	Petty Cash	\$ 250.00
Edmunds Assoc	Due Jan 1	\$ 19,425.00
J. Byrne Insurance Recreation Policy	Due Jan 1	\$ 11,365.00
Lower Municipal Authority	Due Jan 1	\$ 1,160.00
Volunteers of Medicine	Due Jan 1	\$ 7,690.00
<b>Total 2016 Re-Org Bill List</b>		<b>\$ 55,505.20</b>

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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

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

RESOLUTION # 2016-36

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

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

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

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

Julie A Picard, Township Clerk

Council Meeting 1/4/16

Gov Deals

Fixed Asset #	Description
2490	HP Laserjet P3015 Brother Intellifax 2820

TO BE DESTROYED

1090	Four Drawer File cabinet
1075	Four drawer File cabinet
1056	Four drawer File cabinet
1396	Four drawer file cabinet
1057	Four drawer File Cabinet
1058	Four Drawer File Cabinet Two drawer File Cabinet

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

**RESOLUTION #2016-37**

**TITLE: AUTHORIZING THE 2015 PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
NJ MOTOR VEHICLES	15-03143	TITLE & TAGS	56532	\$ 60.00
		<b>Total Manual Checks</b>		<b>\$ 60.00</b>
		<b>Total Computer</b>		<b>\$ 165,532.94</b>
		<b>Total Bill List</b>		<b>\$ 165,592.94</b>

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2016.

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



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02223 LANDSMAN UNIFORMS*	15-03057	12/09/15	S & H FOR BADGES	Open	15.00	0.00		
02402 MGL PRINTING SOLUTIONS	15-02873	11/16/15	2015 TAX FORMS	Open	314.80	0.00		
02461 JOHN MAHER	15-03133	12/17/15	CONTRACTUAL REIMBURSEMENT-M	Open	1,746.18	0.00		
02585 WILLIAM MASTRIANA	15-03195	12/28/15	TRAINING MEALS	Open	46.25	0.00		
02661 KENNETH J. MCGURK	15-03169	12/23/15	CONTRACTUAL REIMBURSEMENT-V	Open	355.00	0.00		
02800 MURPHY FENCE COMPANY*	15-02521	10/08/15	FENCE FOR MITNICK PARK (JH)	Open	9,958.79	0.00		
03109 TRU GREEN CHEMLAWN	15-00684	03/19/15	2015 14096.00 C/O#1 1355.00	Open	3,050.00	0.00		
03365 LYNN JEFFERIS	15-03163	12/23/15	CONTRACTUAL REIMBURSEMENT-MV	Open	375.00	0.00		
03366 AMERI-GAS*	15-03151	12/23/15	PROPANE- BENNETT'S CROSSING	Open	129.81	0.00		
03387 POGUE INC. *	15-03108	12/16/15	RETURN TO DUTY/TE	Open	150.00	0.00		
03518 RIGGINS, INC.*	15-03152	12/23/15	DIESEL	Open	422.46	0.00		
03608 SEAWAVE CORPORATION*	15-03157	12/23/15	LEGAL ADVERTISEMENTS 12/16/15	Open	29.12	0.00		
03635 SHAFTON, INC.*	15-02587	10/21/15	SPARKY FIRE DOG COSTUME/FAN	Open	1,582.52	0.00		
03660 SIRCHIE FINGERPRINT LAB. INV.*	15-02336	09/17/15	DETECTIVE SUPPLIES	Open	2,800.00	0.00		
03688 SOUTHERN NJ CHAPTER NIGP*	15-03098	12/15/15	M VITELLI/M BREWSTER SJNIGP	Open	80.00	0.00		
03692 SOUTH JERSEY GAS CO*	15-03181	12/23/15	DECEMBER 2015 GAS BILL	Open	4,436.07	0.00		
03899 UPS	15-03142	12/21/15	S&H	Open	11.67	0.00		
03969 VERIZON	15-03200	12/28/15	VERIZON PHONE BILL DEC 2015	Open	3,652.38	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04080 WINNER FORD*	15-02184	08/27/15	2016 POLICE INTERCEPTOR BLACK	Open	23,048.00	0.00		
04300 W.B. MASON CO. INC*	15-02879	11/18/15	OFFICE SUPPLIES	Open	640.57	0.00		
	15-02910	11/20/15	OFFICE SUPPLIES- FIRE SAFETY	Open	22.53	0.00		
					663.10			
05069 SPORT SYSTEMS UNLIMITED CORP.*	15-03046	12/08/15	CAP RAIL FOR HOCKEY RINK	Open	394.00	0.00		
6057 HYLAND DESIGN GROUP, INC*	15-02219	09/02/15	INV#20444 5//1/2015 BALDINI	Open	430.00	0.00		
	15-03062	12/09/15	INVOICE# 20705&20986 BALDINI	Open	3,418.50	0.00		
					3,848.50			
6061 AMERIHEALTH ADMINISTRATORS	15-03159	12/23/15	12/21 & 12/28/2015 HEALTH	Open	80,602.84	0.00		
7199 STAPLES CREDIT PLAN-INSTORE PU	15-03059	12/09/15	OFFICE SUPPLIES	Open	899.96	0.00		
7336 DEBRA QUINN	15-03134	12/17/15	CONTRACTUAL REIMBURSEMENT-M	Open	124.00	0.00		
7475 SUZANNE M SCHEID	15-03158	12/23/15	CONTRACTUAL REIMBURSEMENT-M	Open	17.39	0.00		
7478 WINDSTREAM COMMUNICATION INC*	15-03207	12/29/15	PHONE SERVICE- PUBLIC WORKS	Open	267.47	0.00		
7500 MONROE SYSTEMS FOR BUSINESS *	15-03101	12/15/15	MONROE CLASSIC CALCULATORS	Open	551.00	0.00		
7503 YAHAIRA MORALES	15-03156	12/23/15	RES#2016-28 REFUND 2015 4TH TA	Open	757.61	0.00		
7505 JAMES DILLER	15-03196	12/28/15	REFUND-BASKETBALL	Open	20.00	0.00		
7506 ANTHONY FAMIANO	15-03198	12/28/15	RES#2016-28 REFUND OVERPAYMENT	Open	576.64	0.00		

Total Purchase Orders: 51 Total P.O. Line Items: 0 Total List Amount: 165,532.94 Total Void Amount: 0.00

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

RESOLUTION #2016-38

TITLE: APPOINTMENT OF CLASS III MEMBER TO THE PLANNING BOARD

WHEREAS, the term of David Perry, Class III Member on the Lower Township Planning Board, expired on Dec. 31, 2015, and

WHEREAS, David Perry is interested in serving and also holds a on Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following person is hereby reappointed to the Lower Township Planning Board as follows.

<u>Name</u>	<u>Type/Class</u>	<u>Exp. Date</u>
David Perry	Class III	12-31-2016

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
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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 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-39

**TITLE: RESOLUTION DESIGNATING THE LOWER TOWNSHIP RESCUE SQUAD, INC. AS THE PROVIDER OF EMERGENCY MEDICAL SERVICES IN LOWER TOWNSHIP**

**WHEREAS**, the Lower Township Rescue Squad ("Rescue Squad") , since its inception in 1950, had the purpose of providing high quality rescue and emergency medical services to the residents of and visitors to the Township of Lower ("Township"); and

**WHEREAS**, the Rescue Squad has provided these services for the Township and the Township desires to continue its relationship with the Rescue Squad and to look to the Rescue Squad for the provision of all of its ambulance, rescue and emergency medical services ("Emergency Services"), except as otherwise set forth herein; and

**WHEREAS**, the Township desires to formalize and clarify its relationship with the Rescue Squad to insure that it is conducted pursuant to all applicable laws, and to establish clear lines of responsibility and division of authority between the Township and the Rescue Squad, as well as to make clear that the Rescue Squad is an entity separate and apart from the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Township hereby recognizes and designates the Rescue Squad as the primary provider of Emergency Services for the Township subject to the following terms and conditions:

1. Pursuant to N.J.S.A. 40:5-2, The Township will take all formal steps necessary to voluntarily contribute the sum of SEVENTY THOUSAND (\$70,000.00) DOLLARS per annum to the Rescue Squad retroactive to the beginning of the year 2016, which payment shall be in two (2) installments: one in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS due on or before June 3, 2016 and the second in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS due on or before November 4, 2016. In the event the Township designates and recognizes the Rescue Squad as the provider of Emergency Services in the Township beyond one (1) year from the effective date of this Resolution, the payments will continue on or about the same days of the following year(s).

2. In addition to the financial contributions referenced in paragraph 1 above, the Township shall further provide gasoline and supplies for equipping the Rescue Squad's ambulance vehicles and facility in an amount not to exceed an additional THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS for each calendar year thereafter, subject to approval by Council at the beginning of each such year. Such amount will be paid from time to time over the course of the fiscal year based upon the submission of vouchers for either reimbursement to the Rescue Squad or payments directly to third party vendors, in accordance with the purchasing guidelines of the Township and subject to all other applicable laws.

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

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

3. Each year the Rescue Squad shall provide the Chief Financial Officer of the Township an audit performed by a certified public accountant or registered municipal accountant of the Rescue Squad's financial records which audit shall certify to the Governing Body of the Township that such records are being maintained in accordance with sound accounting principles, as also required by N.J.S.A. 40:5-2.

4. The Rescue Squad shall operate as an entity separate and apart from the Township. Except for the voluntary contribution referred to in Paragraph 1 above and the other in-kind contributions as set forth below, the Rescue Squad shall be responsible for all other financial and administrative matters regarding its operations

including, without limitation, fund-raising, billing, training, bookkeeping, and management, which such matters shall not be the responsibility of the Township. Furthermore, the Rescue Squad shall maintain title to and ownership of all vehicles, as well as title to any other property and/or facilities it currently owns, or should hereafter acquire.

5. The Rescue Squad shall further provide the Township, the Lower Township Board of Education and any other agencies within the Township, upon the Township's request, with standby ambulance services at Township or other governmental functions such as parades, school sporting events, and the like, to the extent available.

6. It is the intention of this Resolution to express the parties' belief that the relationship between the Rescue Squad and Township continue in such a fashion that the relationship will provide the citizens of the Township with the highest quality of Emergency Services in the manner most efficient and most economical to the Township, and in the best interest of the public health, safety and welfare of the Township's citizens.

7. The Rescue Squad shall, at all times, conduct its business and provide the Emergency Services and other services hereunder in strict accordance with all applicable federal, state and local laws including, without limitation, Medicare, Medicaid and other applicable health and welfare laws.

8. The Rescue Squad must, at all times, maintain adequate insurance in such amounts and with such types of coverage as required by the State and/or Township pursuant to Chapter 115 of the Code of Lower Township and shall name the Township as an additional insured on all such policies, and shall provide proof of such insurance to the Township.

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Julie A Picard, Township Clerk