

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
January 6, 2014 - 6:00 P.M.

Meeting called to order.

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

Work Session

Terrance Crowley - Update on School Issue

Consent Agenda

Approval of Minutes	December 16, 2013
Res. #2014-01	Appointment of Municipal Solicitor for the Year 2014 (Ron Gelzunas)
Res. #2014-02	Appointment of Municipal Auditor for the Year 2014 Without Public Bidding (Ford, Scott & Associates)
Res. #2014-03	Appointment of Bond Counsel for the Year 2014 Without Public Bidding (McManimon, Scotland & Baumann, LLC)
Res. #2014-04	Appointment of Municipal Prosecutor for the Year 2014 (Marian R Ragusa)
Res. #2014-05	Appointment of Municipal Public Defender for the Year 2014 (Victoria Roach)
Res. #2014-06	Annual Appointment of Emergency Management Council (annual re-appointment)
Res. #2014-07	Appointment of Class III Member to the Planning Board (Deputy Mayor Clark)
Res. #2014-08	Confirmation of Officials For Joint Insurance Fund and Municipal Excess Liability Fund (annual re-appointment)
Res. #2014-09	Confirming the Appointment of Gary Douglass as Emergency Management Coordinator and Eileen Kreis as Emergency Management Deputy Coordinator (annual appointment)
Res. #2014-10	Establishment of Council Meeting Dates and Times
Res. #2014-11	Setting the Interest Rate for Delinquent Taxes (annual)
Res. #2014-12	Designation of Official Depositories (annual)
Res. #2014-13	Designation of Official Newspapers for Legal Advertising for the year 2014 (Cape May Star & Wave & The Herald)
Res. #2014-14	Authorizing Payment of 2014 Debt Service (annual)
Res. #2014-15	Annual Approval of Petty Cash Funds (Treasurer's & Police)
Res. #2014-16	Authorizing the Cash Management Plan (annual)
Res. #2014-17	Resolution to Defer the Regional School Tax (annual)
Res. #2014-18	Approval of Annual Contribution to Volunteers in Medicine (\$7,690 annual)
Res. #2014-19	Adopting 2014 Temporary Current Budget (annual)
Res. #2014-20	Authorizing the Clerk to Issue Bingo & Raffle Licenses throughout the Year to Qualified Organizations (annual)
Res. #2014-21	Designation of Public Agency Compliance Officer for Lower Township (annual Margaret Vitelli)
Res. #2014-22	Authorization for Public Bidding (annual)
Res. #2014-23	Appointment of William Blaney, Esq as Labor Attorney (not to exceed \$25,000)
Res. #2014-24	Appointment of Municipal Judge (Thomas Hillegass)
Res. #2014-25	Appointment of Public Information Officer for the Year 2014 Without Public Bidding (Jack Fichter \$18,000)
Res. #2014-26	Appointment of JIF Risk Management Consultant (J. Byrne Agency)
Res. #2014-27	Authorization for Refund of Taxes (2 properties \$1909.80)
Res. #2014-28	Approving 2014 Contract with Cape Assist (\$3,213.)
Res. #2014-29	Transfer of 2013 Appropriations (\$40,500)
Res. #2014-30	Authorization for the Payout of Accumulated Sick Time (\$37,729.80)
Res. #2014-31	Authorization for the Payout of Accumulated Compensatory Time (K. Boyle \$1,321.03)
Res. #2014-32	Authorization for the Payout of Accumulated Compensatory Time (M.Szemcsak \$2,493.32)
Res. #2014-33	Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (\$4,400. Drive sober or get pulled over year end holiday)

- Res. #2014-34 Resolution Submitting Resolution of the Lower Township Council Determining the Cape May County Airport Industrial Park to be an Area in Need of Rehabilitation to the Lower Township Planning Board
- Res. #2014-35 Rejection of Bids for Reconstruction of Clubhouse Road
- Res. #2014-36 RFP Acceptance and Contract Award for Township of Lower Animal Control Services RFP #2013-25 (Shore Animal Control Services \$50,000 for 2014)
- Res. #2014-37 Resolution Authorizing Lower Township's Payment to the County of Cape May for the Spay/Neuter Fund as per Interlocal Agreement (\$13,287 agreement for 2009-2015)
- Res. #2014-38 2014 Vouchers \$2,789,768.75
- Res. #2014-39 2013 Vouchers \$507,893.01
- Res. #2014-40 Accepting the Response to the Cape May Study to Reconfigure the Lower Cape May Regional School District Prepared by Terrance J Crowley and the Response Prepared by Wyns Consulting, LLC

Regular Agenda

- Res. #2014-41 Designation of Lower Township Rescue

Administrative Reports

Personnel Action Report

Council Comments

Call to the Public

Adjournment

COUNCIL MEETING MINUTES – DECEMBER 16, 2013

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 16, 2013 at 6:00 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 James Neville
Councilmember Erik Simonsen
Deputy Mayor Clark
Mayor Michael Beck

Also present: Michael Voll, Township Manager, Chuck Sandman, Township Solicitor and Karen Fournier, Clerk's Office

Presentation of Certificates of Appreciation

Mayor Beck opened the meeting with an update on Jim and Evelyn McCarty, followed by a presentation recognizing the many organizations and individuals who assisted the McCartys after the explosion at their home on East Atlantic Avenue in Lower Township on November 7th. Those recognized include: First Responders Bill Howard, Andy Hilvert Jr., Frank McCloskey, Andrew McCloskey, Charles Jordan and Bill Szemcsak; The Green Creek Fire Company, Erma Volunteer Fire Company, Townbank Volunteer Fire Department, Villas Volunteer Fire Company, Lower Township Rescue Squad, Lower Township Police Department, Bill Lazaro, Gary Lazaro, Ken Hewitt, John Thomson, Nick Blasi, Corey Scheid, Stan Adamson and Darrell Benjamin. On behalf of Council, Mayor Beck expressed his gratitude to all the heroes of the Atlantic Avenue explosion.

Work Session

Consent Agenda

Approval of Minutes	December 2, 2013
Res. #2013-313	Payment of Vouchers \$ 713,828.52
Res. #2013-314	Authorization for 2013 Incentive Award for Insurance Waiver (3 employees \$5,416.67)
Res. #2013-315	Approval of Change Order #1 Project Proposal Between Hatch Mott MacDonald and the Township of Lower for Engineering Services Related to Remedial Investigation of Underground Storage Tanks Removed in 1994 and 1995 (\$8,650. DPW tank additional sampling & analysis)
Res. #2013-316	Authorization for Refund of Taxes (6 properties \$6,562.91)
Res. #2013-317	Award of Contract to Stewart Farrell of the Richard Stockton College of New Jersey (\$8,497.93)
Res. #2013-318	A Resolution Re-Appointing Michael J Voll as Township Manager (3 yr appointment)
Res. #2013-319	Approval of Payment for 2013 Safety Committee Secretary (L. Schubert \$500)
Res. #2013-320	Under 3% Emergency Resolution N.J.S.A. 40A:4-48 (\$200,000 health insurance line)
Res. #2013-321	Transfer of 2013 Appropriations (\$24,000)
Res. #2013-322	Authorization to Cancel General Ledger Balances (\$75,743.51 small cities)

- Res. #2013-323 A Resolution Requesting Reduction of Performance Guarantee for Amusement Partnership USA; Block 510; Lots 18 & 8.01; Escrow #Z10-09-03 (14,939.68)
- Res. #2013-324 A Resolution Authorizing the Cancellation of the Force Agreement with the New Jersey Department of Transportation for Clubhouse Road (hiring a contractor for entire project)
- Res. #2013-325 Bid Acceptance and Bid Award for Reconstruction of Clubhouse Road (South State Inc \$437,149.28)

Motion to REMOVE Resolution #2013-325 moved by Councilmember Conrad, seconded by Councilmember Simonsen

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

On the Consent Agenda:

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

Regular Agenda

Administrative Reports

Personnel Action Report

Monthly Reports: Animal Control, Construction, Dog, Fire, Municipal Clerk, Police, Treasurer, Tax Collector, Vital Statistics

Council Comments

Councilmember Conrad complimented Chris South on his editorial. He also mentioned property taxes and wished everyone a Merry Christmas and a Happy New Year.

Councilmember Neville expressed his hope of businesses staying open year round to create jobs throughout the township. He too wished everyone a Merry Christmas.

Councilmember Simonsen commented on the success of the parade. He announced the spaghetti dinner at LCMR to benefit the baseball team and wished everyone a Merry Christmas and Happy New Year.

Deputy Mayor Clark joined Council in wishing everyone a Merry Christmas and a Happy New Year. He gave thanks to those who help to spread the Christmas spirit throughout the township.

Mayor Beck also joined Council in wishing everyone a Merry Christmas. He thanked Manager Voll, and all of the businesses that donated candy canes for the parade. He announced the Merry Merry Christmas and the Annual Family New Year's Eve Party. A special request was made for donations to the Lower Township Elementary School Children's Monthly Dinner Program.

Call to the Public

Jay Young of Cape May Beach addressed Council to inquire about paving Clubhouse Road. Mayor Beck informed that he hopes to have an update in January.

Sue Bailey of Erma addressed Council with concern about the issues at the MUA and how they relate to her daughter. She requested that Council stay tuned into the issues going on there.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Neville, seconded by Councilmember Clark. Motion t adjourn unanimous. Meeting adjourned at 6:35 pm.

Mayor

Township Clerk

Approved:

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

RESOLUTION #2014- 01

TITLE: APPOINTMENT OF MUNICIPAL SOLICITOR FOR THE YEAR 2014

WHEREAS, the Township of Lower ("Township") advertised for Request for Proposals for 2014 Township of Lower Solicitor on October 23, 2013 with the opening scheduled for November 13, 2013 and received four (4) proposals; and

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

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

WHEREAS, Ronald J Gelzunas has submitted a proposal indicating that he will provide the goods or services described hereinabove at \$115.00 per hour for a total price not to exceed \$90,000. for the year; and

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

Appropriation # 4-01-20-155-200 Signature 

WHEREAS, Ronald J Gelzunas 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 Ronald J Gelzunas as Solicitor and approves the contract with Ronald J Gelzunas 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.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

TOWNSHIP OF LOWER

CONTRACT FOR PROFESSIONAL SERVICES FOR TOWNSHIP SOLICITOR

THIS AGREEMENT made as of the ____ day of _____, 2014, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and RONALD J. GELZUNAS, ESQUIRE, an attorney-at-law of the State of New Jersey, and the Law Firm of RONALD J. GELZUNAS, LLC, having an office at 7009 Park Boulevard, Wildwood Crest, New Jersey 08260 (hereinafter referred to as "Township Solicitor").

WITNESSETH:

WHEREAS, pursuant to Resolution adopted by the Township Council on the 6th day of January, 2014, Ronald J. Gelzunas, Esquire was appointed Township Solicitor for the Township of Lower;

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. The Township hereby employs Ronald J. Gelzunas, Esquire as its Township Solicitor in accordance with a Resolution passed by the governing body.

2. Township shall pay to the Law Firm of Ronald J. Gelzunas, LLC (the “Law Firm”) the rate of ONE HUNDRED FIFTEEN (\$115.00) DOLLARS per hour for services provided by the Township Solicitor and any other attorneys employed by the Law Firm, which shall include, without limitation, the following:

- a. Attendance at all regular Council meetings;
- b. Attendance at work sessions or closed sessions;
- c. Availability by telephone at any time of the day and evening at home;
- d. Review of ordinary resolutions and ordinances as prepared by Township Officials;
- e. Drafting of resolutions and ordinances as requested;
- f. Litigation;
- g. Special projects;
- h. Special contractual matters;
- i. Special Township Council meetings; and
- j. Preparation of letters and correspondence of routine nature in connection with general Township business.

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

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

5. The Township Solicitor shall provide workmen’s compensation insurance and disability insurance for any employees of the Law Firm as required by law.

6. The term of this Agreement shall be from the 6th day of January, 2014 until the first meeting of the Township Council in 2015, and upon the appointment of a successor. This Agreement may be extended upon the written execution thereof by all parties.

7. Any controversy or claim arising out of or relating to the interpretation of this contract shall be settled by arbitration before an arbiter chosen by the American Arbitration Association; the decision of the arbiter 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.

8. This contract has been awarded to Ronald J. Gelzunas, Esquire, based on his merits and abilities to provide the goods and services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.5. As such, the undersigned does hereby attest that Ronald J. Gelzunas, Esquire, his 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 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, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

9. During the performance of this Agreement, 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 of 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 seals the date first above written.

ATTEST:

THE TOWNSHIP OF LOWER

Julie Picard, Clerk

BY: _____
Michael E. Beck, Mayor

WITNESS:

TOWNSHIP SOLICITOR

BY: _____
Ronald J. Gelzunas, Esquire



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RONALD J GELZUNAS LLC
Trade Name:
Address: 102 WEST 12TH AVENUE
NORTH WILDWOOD, NJ 08260-2702
Certificate Number: 1381934
Effective Date: January 14, 2008
Date of Issuance: November 08, 2013

For Office Use Only:
20131108094553685

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

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

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

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

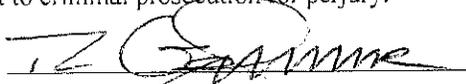
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

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

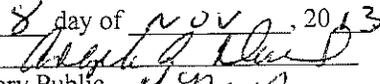
4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the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

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
10/21/13	Kristine Gabor for Assembly	\$250.00

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



RONALD J. GELZUNAS
 Attorney At Law
 State of New Jersey

Sworn and Subscribed to before me
 this 8 day of NOV, 2013

 Notary Public of New Jersey

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq. as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31, et. seq.
 - (6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

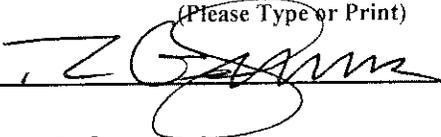
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (CONTINUED)

N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27

- (ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
- (D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Submitted by: Ronald J. Gelzunas, LLC
(Name of Firm)

Name: Ronald J. Gelzunas
(Please Type or Print)

Signature: 

Title: Sole Member

Dated: 11/8/13

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PACKAGE

AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE

Re: Affirmative Action Regulations P.L. 1975, C. 127
Procurement and Service Contractors
"Bidders are required to comply with the requirements of P.L. 1975, C. 127."

A. CONTRACTORS/VENDORS

1. Contractors and/or vendors will submit with the signed proposal Affirmative Action evidence. The Affirmative Action evidence shall be in one of the following forms.
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A Certificate of Employee Information Report from the Treasurer Office of the State of New Jersey.
 - c. If the Contractor/Vendor cannot present "a" or "b" the Contractor/Vendor is required to submit a completed Employee Information Report (Form AA-302). This form will be made available to Contractor/Vendor by the Township of Lower within seven (7) days after notification of intent to award the contract or receipt of the contract, whichever is sooner.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE BIDDERS:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO X _____
2. Do you have a State Certificate of Employee Information Report Approval?
YES _____ NO X _____
 - a. If yes, please submit a photocopy of such Certificate of Employee Information Report with this proposal.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

CONTRACTOR/VENDOR: [Signature]
(Signature)
 Sole Member
(Title)

Note: A Contractor's bid shall be rejected as non-responsive, if a contractor fails to comply with the requirements of P. L. 1975, C.127

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

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

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

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

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

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

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

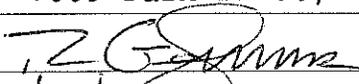
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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

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

Contractor: Ronald J. Gelzunas, LLC

Address 7009 Park Blvd., Wildwood Crest, NJ 08260

Signature 

Date: 11/8/13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the **TOWNSHIP OF LOWER**, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Contractor: Ronald J. Gelzunas, LLC

Address 7009 Park Blvd., Wildwood Crest, NJ 08260

Signature 

Date: 11/8/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2013

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

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

PRODUCER Clarke Insurance Agency 211 High Street Mount Holly NJ 08060	CONTACT NAME: Donald Reardon
	PHONE (A/C, No, Ext): (609) 267-1441 FAX (A/C, No): (888) 445-8145 E-MAIL ADDRESS: don@clarkeinsurance.com
INSURED Law Office of Ronald Gelzunas LLC 102 West 12th Ave. North Wildwood NJ 08260	INSURER(S) AFFORDING COVERAGE
	INSURER A: ProAssurance
	INSURER B:
	INSURER C:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: CL1311802881 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LP6007705	1/22/2013	1/22/2014	Each Occurrence \$1,000,000 Aggregate \$1,000,000

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

CERTIFICATE HOLDER Township of Lower 2600 Bayshore Road Villas, NJ 08251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donald Reardon/DJR

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name RONALD J. GELZUMAS LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2014 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	
James Neville	Any present or future candidate committee or
Eric Simonsen	joint candidate committee or local political party
Norris Clark	committee formed for the election of members of
Michael E. Beck	the Lower Township governing body.

Part II B Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

LIMITED LIABILITY COMPANY
 Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
RONALD J. GELZUMAS	7009 PARK BLVD. WILLOWOOD CREST NJ 08260

Part 3 B Signature and Attestation:

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

Name of Business Entity: RONALD J. GELZUNAS

Signed: *[Signature]* Title: SOLE MEMBER

Print Name: RONALD J. GELZUNAS Date: 12-27-13

Subscribed and sworn before me this ___ day of _____, 20____.

[Signature]
(Affiant)

RONALD J. GELZUNAS
Attorney At Law
State of New Jersey

My Commission expires:

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

RESOLUTION #2014-02

**TITLE: APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2014
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 & Associates, L.L.C. 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 # 4-01-20-130-299,135,207 Signature 

WHEREAS, Ford Scott & Associates, L.L.C. has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott & Associates, L.L.C. 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 Ford Scott & Associates, L.L.C. 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 & Associates, L.L.C. 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

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-03

**TITLE: APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2014
WITHOUT PUBLIC BIDDING**

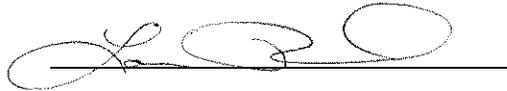
WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and McManimon, Scotland & Baumann, LLC 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, McManimon, Scotland & Baumann, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon, Scotland & Baumann, 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 McManimon, Scotland & Baumann, 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 McManimon, Scotland & Baumann, 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.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20__ by and between the TOWNSHIP OF LOWER, in the County of CAPE MAY, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

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

B. 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 Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

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

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 but not less than \$800. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 et seq., will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Edward J. McManimon.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

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

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 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: _____

Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC.

By: 

Matthew D. Jessup, Member

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

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

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

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

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

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

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

	<u>Name of Organization</u>	<u>Amount</u>
	NONE	

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


Edward J. McManimon, III

Sworn and Subscribed before me
This 17 day of December, 2013


Notary Public

SONIA DASILVA
A Notary Public of New Jersey
My Commission Expires February 1, 2017

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

Part I - Contractor Affirmation

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

Thomas Conrad	
James Neville	Any present or future candidate committee or
Erik Simonson	joint candidate committee or local political party
Norris Clark	committee formed for the election of members of
Michael E. Beck	the Lower Township governing body.

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity: Limited Liability Company

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Edward J. McManimon, III	115 Laning Avenue, Pennington, NJ
Glenn F. Scotland	95 Central Avenue, Montclair, NJ
Joseph P. Baumann, Jr.	123 Central Avenue, Madison, NJ
Andrea L. Kahn	7 Blythewood Court, North Brunswick, NJ

Part 3 - Signature and Attestation:

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

Name of Business Entity: McManimon, Scotland & Baumann, LLC

Signed: [Signature] Title: Member

Print Name: Matthew D. Jessup Date: December 17, 2013

Subscribed and sworn before me this 17 day of December, 2013.

[Signature]
(Affiant)

My Commission expires:

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

SONIA DASILVA

A Notary Public of New Jersey
 My Commission Expires February 1, 2017

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

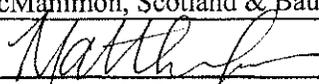
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: McManimon, Scotland & Baumann, LLC

Name of Agent: 

Matthew D. Jessup

Title: Member

Member

Date: December 17, 2013

December 17, 2013

Certification 2184

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15-NOV-2011 to 15-NOV-2018



MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MCMANIMON, SCOTLAND & BAUMANN, LLC
Trade Name:	
Address:	75 LIVINGSTON AVENUE #201 ROSELAND, NJ 07068
Certificate Number:	0075601
Effective Date:	January 03, 1988
Date of Issuance:	June 12, 2012

For Office Use Only:
20120612130427999

Jamison Risk Services



A DIVISION OF HERBERT L. JAMISON & CO., L.L.C.
INSURANCE GROUP

100 Executive Drive, West Orange, New Jersey 07052-3362
973-731-0806 • 800-JAMISON • Fax 973-731-3035 • www.jamisongroup.com

NEW JERSEY
NEW YORK
PENNSYLVANIA

CONFIRMATION OF PLACEMENT OF COVERAGE

NAMED INSURED AND ADDRESS	ACCOUNT NO.
McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068-1791 Attn: Ms. Helen Lysaght	TBD

EFFECTIVE DATE	EXPIRATION DATE	POLICY NUMBER	INSURER
September 20, 2013	September 20, 2014	LWB02401249	Chicago Insurance Company
COVERAGE DESCRIPTION AND AMOUNT / LIMITS			
<u>LAWYERS PROFESSIONAL LIABILITY INSURANCE</u>			
Limit of Liability:	\$10,000,000 Per Claim / \$10,000,000 Annual Aggregate		
Deductible:	\$100,000 Per Claim Loss Only		
Annual Premium:	\$132,438.31 Including PLIGA Surcharge of 0.9%		
Policy Wording and Endorsements:	As outlined in our proposal of September 11, 2013		
The firm has been offered and is not interested in pursuing a higher limit option of \$5,000,000 excess of \$10,000,000			
Accepted by: <u><i>Joseph P. Baum</i></u>		Dated: <u>9/17/13</u>	

BY

Patricia E. Roberto

Patricia E. Roberto, Senior Vice President

September 17, 2013

DATE

In accordance with your instructions we have taken the action as described above. Please review this confirmation to be sure that it accurately reflects those instructions. The policy and / or amendment is being prepared and will be forwarded to you along with the invoice or credit memorandum in due course. Thank you for this opportunity to be of service. Subject to Underwriters Approval and Terms and Conditions of the Policy.

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING**

MCMANIMON, SCOTLAND & BAUMANN, LLC

0600036776

With the Previous or Alternate Name

MCMANIMON & SCOTLAND, L.L.C. (Previous Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 13, 1997.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify the registered agent and registered office are:

*John V. Cavaliere
75 Livingston Avenue
2nd Floor
Roseland, NJ 07068*



Certificate Number: 126031988

Verify this certificate online at

http://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
18th day of September, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

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

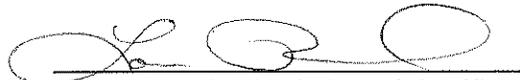
RESOLUTION #2014-04

TITLE: APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2014

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

NOW, THEREFORE, BE IT RESOLVED that Marian R Ragusa, Esquire is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Prosecutor for the year 2014 for a term commencing on the date of this Resolution and continuing until December 31, 2014.

BE IT FURTHER RESOLVED that Marian R Ragusa, Esquire as the Lower Township Municipal Prosecutor shall be paid a salary of \$ 20,000.00 without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days and \$80.00 per hour for Special Court Sessions and funds are available in the current fund entitled Office of the Township Solicitor - Salary & Wages 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.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-05

**TITLE: APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR THE YEAR
2014**

WHEREAS, there exists a need for the service of a municipal public defender in the Township of Lower in the 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, 2014.

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.

I hereby certify this is the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014 - 06

TITLE: ANNUAL APPOINTMENT OF EMERGENCY MANAGEMENT COUNCIL

WHEREAS, the Township 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 are hereby appointed to the Emergency Management Council for 2014.

NAME	CATEGORY	NAME	CATEGORY
Michael Beck	1	Thomas Conrad	1
Michael Voll	1 & 3	William Mastriana	2 & 3
Dave Perry	2 & 4	Eileen Kreis	2 & 4
Thomas Beeby	2	Gary Douglass	2
Gary Playford	2	Rich Harron, Jr.	2
Art Hayden	2	Lew McGonigal	2
Craig Loper	5	Kevin Hart	2
		Warren Muller	2

BE IT FURTHER RESOLVED the following individuals be appointed as the Deputy OEM Coordinators for 2014

1. Eileen Kreis
2. Gary Playford

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-07

TITLE: APPOINTMENT OF CLASS III MEMBER TO THE PLANNING BOARD

WHEREAS, the term of Norris Clark, Class III Member on the Lower Township Planning Board, expired on Dec. 31, 2013, and

WHEREAS, Norris Clark is interested in serving and also holds the Council At Large seat 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>
Norris Clark	Class III	12-31-2014

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-08

**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 2014 and shall remain in said positions until changed by resolution:

Fund Commissioner	Julie A. Picard
Alt. Fund Commissioner	Michael Voll
Claims Coordinator	Colleen Crippen
Safety Coordinator	Jason Dilworth
Township Clerk	Julie A. Picard

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014- 09

TITLE: CONFIRMING THE APPOINTMENT OF GARY DOUGLASS AS EMERGENCY MANAGEMENT COORDINATOR AND EILEEN KREIS AS EMERGENCY MANAGEMENT DEPUTY COORDINATOR

WHEREAS, Lower Township is required to annually appoint a Coordinator and Deputy Coordinator to the Office of Emergency Management; and

WHEREAS, Manager Michael Voll has appointed Gary Douglass as the coordinator and Eileen Kreis as the deputy-coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Lower that the above appointments are hereby confirmed.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014- 10

ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower was held on January 6, 2014 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 6:00 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 20 shall be changed to January 22
Meeting of February 17 shall be changed to February 19
Meeting of September 1 shall be changed to September 3

I hereby certify this is the original resolution adopted by the Township Council at the meeting of January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014 - 11

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 6, 2014 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.

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.

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

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.

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 5 rows: CONRAD, NEVILLE, SIMONSEN, CLARK, BECK

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

RESOLUTION #2014-12

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
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

ACCOUNT

AUTHORIZED OFFICIALS

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
NJ Cash Management Fund – Capital Account	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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2013.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-13

TITLE: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2014

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 6, 2014 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 Herald.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-14

Title: AUTHORIZING PAYMENT OF 2014 DEBT SERVICE

WHEREAS, the amounts listed below are owed for debt service in the current year 2014 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 2014 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>	
1/15/2014	23,800.00		23,800.00	BOND
2/9/2014	24,873.28	19,395.40	5,477.88	LOAN
2/15/2014	9,327.48	6,851.75	2,475.73	LOAN
3/7/2014	27,982.43	21,389.88	6,592.55	LOAN
4/1/2014	1,096,125.00	1,000,000.00	96,125.00	BOND
6/15/2014	27,187.50		27,187.50	BOND
7/15/2014	703,800.00	680,000.00	23,800.00	BOND
8/9/2014	24,873.26	19,589.34	5,283.92	LOAN
8/10/2014	41,300.00		41,300.00	NOTE
8/15/2014	9,327.48	6,920.27	2,407.21	LOAN
9/7/2014	27,982.43	21,603.78	6,378.65	LOAN
10/1/2014	81,125.00		81,125.00	BOND
12/15/2014	527,187.50	500,000.00	27,187.50	BOND
	2,624,891.36	2,275,750.42	349,140.94	

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

Resolution #2014-14
Authorizing Payment of 2014 Debt Service

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

RESOLUTION #2014 - 15

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 Thomas Beeby

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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2014-16**

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. 40A:5-14; and

WHEREAS, 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 2014, 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 rates and strengthen the Township’s credit worthiness. It is therefore the policy of the Township to maintain the current 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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-17

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 2013 Regional School Levy was \$11,817,960 and not more than 50% is \$5,908,980.

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 2014 in the amount of \$5,908,980.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, RMC, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-18

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 2014.

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

I hereby certify the foregoing to the original Resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



423 N. Route 9 • Cape May Court House, NJ 08210 • www.vimcmc.org • (609) 463-2846 • info@vimcmc.org

December 13, 2013

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

Dear Ms. Picard,

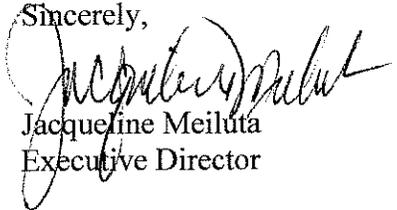
In the Clinic's early days, we initiated the **Municipal Partners Program**. This program was designed to create a permanent symbiotic relationship between the clinic and all sixteen county municipalities; you are a valued partner in this program.

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 \$7690 to Volunteers in Medicine of Cape May County. VIM demographics are attached for your convenience.

I know there is much continued debate about the Affordable Care Act. Unfortunately, it will not make much difference to demand at VIM. VIM's patients are the working poor¹ – they earn too much for Medicaid but barely enough to survive, let alone pay for health insurance, co-pays and medications.

VIM believes that a measure of any society or community is how its citizens care for those in need; Cape May County and 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.

Sincerely,



Jacqueline Meiluta
Executive Director

Enc.

Board of Trustees: Douglas A. Burke, Esq., Lou Altobelli, Kathy Breuss, Joanne Carrocino, FACHE, Judith Coché, PhD, Lindsey Tyler DeLollis APN, Brenda Elliott, Cynthia Harrison, RN, BSN, MBA, CCM, Gillian Higman, Violet Rixey, Noreen Sisko, RN, MSN, PhD, Marilyn Sweeney, RN, CRRN, MHA, Mary Tighe, RN

¹ The average annual income for VIM patients is less than \$16,000/yr or \$1333/month.



423 N. Route 9 • Cape May Court House, NJ 08210 • www.vimcmc.org • (609) 463-2846 • info@vimcmc.org

Patient Demographics for period 10/1/12 - 9/30/13

PATIENTS BY CITY/TOWN	
ATLANTIC CITY	0.22%
AVALON	0.44%
CAPE MAY	7.64%
CAPE MAY COURT HOUSE	16.38%
CHELSEA	0.44%
DEL HAVEN	0.87%
DENNISVILLE	0.22%
ERMA	1.75%
GOSHEN	0.22%
GREEN CREEK	0.44%
HEISLERVILLE	0.44%
MARMORA	1.31%
NORTH CAPE MAY	8.52%
NORTH WILDWOOD	5.46%
NOT INDICATED	0.44%
OCEAN CITY	5.02%
OCEAN VIEW	1.31%
PETERSBERG	0.22%
RIO GRANDE	6.11%
SEA ISLE CITY	1.75%
SOUTH SEAVILLE	0.22%
SOMERS PONT	0.22%
STONE HARBOR	0.44%
TUCKAHOE	0.22%
VILLAS	13.32%
WEST CAPE MAY	2.18%
WEST WILDWOOD	1.31%
WHITESBORO	1.09%
WILDWOOD	13.10%
WILDWOOD CREST	3.06%
WOODBINE	5.68%
TOTAL	100.00%

Race/Ethnicity	
Asian	1.53%
African American	6.11%
Hispanic	12.45%
Other	1.31%
White	72.93%
Not Indicated	5.46%
Middle Eastern	0.22%

FEMALE	58.73%
MALE	41.27%

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

RESOLUTION #2014-19

TITLE: ADOPTING 2014 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 2014 Budget, temporary appropriations should be made by resolution prior to January 30th of the fiscal year; and

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

WHEREAS, the total appropriations of the 2013 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is \$23,523,537.47; and

WHEREAS, 26.25% of the total appropriations in the 2013 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is \$6,174,928.59.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2014 Temporary Current Budget is set in an amount not to exceed \$6,174,928.59.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, RMC, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014 -20

TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER 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 2014 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 2014 to the following organizations as applicable throughout the year.

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

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.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 6 rows: CONRAD, NEVILLE, SIMONSEN, CLARK, BECK

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

RESOLUTION # 2014-21

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-22

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 2014 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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-23

TITLE: APPOINTMENT OF WILLIAM BLANEY, ESQ. AS LABOR ATTORNEY

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

WHEREAS, the anticipated term of this contract until December 31, 2014; and

WHEREAS, William Blaney, Esq. has submitted a proposal indicating he will provide the goods or services described hereinabove at a rate of \$125.00 per hour for a total price not to exceed \$25,000; and

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

Appropriation: 01-20-155-200

Signature: 

WHEREAS, William Blaney has completed and submitted a Business Entity Disclosure Certification which certifies 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 William Blaney as Labor Attorney and approves the contract 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 and that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-24

TITLE: APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, N.J.S.A. 2B:12-4, the Township Council of the Township of Lower is required to appoint an attorney licensed to practice law in the State of New Jersey to the position of Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED that F. Thomas Hillegass, Esquire, is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Court Judge for a term commencing on the date of this Resolution and continuing until December 31, 2016.

BE IT FURTHER RESOLVED that F. Thomas Hillegass, Esquire as the Lower Township Municipal Court Judge, shall perform all duties required pursuant to the New Jersey statutes, regulations and Lower Township ordinances including, without limitation, N.J.S.A. 2B:12-4.

BE IT FURTHER RESOLVED that F. Thomas Hillegass, Esquire as the Lower Township Municipal Court Judge, shall be paid a salary of \$44,167.45 per year without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days in each of the years listed.

BE IT FURTHER RESOLVED that any notices 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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-25

TITLE: APPOINTMENT OF PUBLIC INFORMATION OFFICER FOR THE YEAR 2014 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 exceed \$17,500, and Jack Fichter has submitted a proposal indicating that he will provide the goods or services described above for a price not to exceed \$ 18,000.00; and

WHEREAS, the term of this contract is January 1, 2014 to December 31, 2014; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 4-01-20-110-299 Signature 
Council OE

WHEREAS, Jack Fichter has completed and submitted a Business Entity Disclosure Certification which certifies that Jack Fichter 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 Jack Fichter 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 Jack Fichter 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

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-26

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 2.25% of the combined ACMJIF and MELJIF net assessment amount as per their proposal.

I hereby certify the foregoing to be a Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

Agreement

Risk Management Consultant Atlantic County Municipal Joint Insurance Fund

This agreement, entered into this 1st day of January, 2013, 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

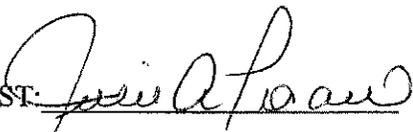
WHEREAS, the municipality desires these professional services pursuant to the resolution adopted by the Township Council of the Municipality at a meeting held on January 23, 2013 ;

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

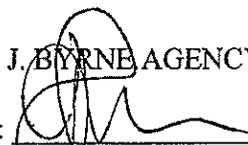
- 1) The consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk 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 three (3) years from the first day of January, 2013, 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 two and a quarter percent (2.25%) 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: 1/29/13

ATTEST:  By: 
 J. BYRNE AGENCY
 Thomas P. Byrne, AIA
 President

DATED: 1/22/13

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

RESOLUTION #2014-27

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>
499.20	28	Albert Lang	Homestead Disabled Vet	387.75
499.20	28	Bank of America	Disabled Vet	1,522.05

I hereby certify the foregoing to be the original resolution adopted by the governing body at a meeting held on January 6, 2014.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-28

TITLE: APPROVING 2014 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 2014 is Twenty-One Dollars (\$21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars (\$3213.00) and funds are available in the current fund entitled Group Health 01-23-220-408 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 2014.

I hereby certify that the foregoing is the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



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 1/1/2014 and terminate on 12/31/2014.

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, 2014 and ending December 31, 2014. 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

Cape Assist

3819 New Jersey Avenue
Wildwood, NJ 08260

Invoice

Date	Invoice #
12/11/2013	5362

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

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Employee Assistance Program 2014	3,213.00	3,213.00
		Total	\$3,213.00

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2014-29**

Title: TRANSFER OF 2013 APROPRIATIONS

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers, and totaling \$40,500.00 be made between the 2013 budget appropriation reserves.

<u>LINE ITEM</u>		<u>ACCT. NUMBER</u>	<u>TO</u>	<u>FROM</u>
SOCIAL SECURITY	OE	3-01-36-472-500	9,000.00	
ELECTRIC	OE	3-01-31-435-299	3,000.00	
NATURAL GAS	OE	3-01-31-446-200	2,000.00	
STREET LIGHTING	OE	3-01-31-435-200	23,000.00	
COURTS	S&W	3-01-43-490-100	500.00	
PLANNING	S&W	3-01-20-170-100	2,500.00	
COLLECTOR	S&W	3-01-20-145-100	500.00	
RECREATION	OE	3-01-28-370-200		3,000.00
DISPATCH	S&W	3-01-25-250-100		5,000.00
DPW	S&W	3-01-26-305-100		4,000.00
BUILDINGS & GROUNDS	OE	3-01-20-310-300		10,000.00
POLICE	S&W	3-01-25-240-100		10,000.00
SOLID WASTE	OE	3-01-32-465-600		8,500.00
			<u>40,500.00</u>	<u>40,500.00</u>

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, RMC, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-30

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.

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 signature  that adequate funding is available for such payment in the 2013 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 \$37,792.80 is authorized and chargeable to the 2013 Budget:

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

2013 Sick Time Buy Back

Last Name	First Name	Dept.	Hours	Rate	Total
Playford	Gary	BOCA	35	40.58	\$ 1,420.15
Trexler	James	BOCA	20	25.56	\$ 511.12
Moore	Rose	BOCA	35	25.05	\$ 876.77
Byrne	Elizabeth	Courts	35	42.68	\$ 1,493.89
Alexander	Mark	DPW	40	23.89	\$ 955.56
Bailey	Howard	DPW	40	30.86	\$ 1,234.50
Bailey Sr.	Robert	DPW	40	35.01	\$ 1,400.58
Barger	George	DPW	40	25.41	\$ 1,016.38
Fairman	Timothy	DPW	40	24.18	\$ 967.32
Finnegan	Gerald	DPW	40	26.59	\$ 1,063.46
Lepor	David	DPW	40	35.01	\$ 1,400.54
Magnavita	Allen	DPW	40	23.59	\$ 943.78
McCloskey	Arthur	DPW	40	26.96	\$ 1,078.54
McCloskey	Fred	DPW	40	23.89	\$ 955.56
McFeeters	David	DPW	40	23.89	\$ 955.56
Palek	Keith	DPW	40	21.27	\$ 850.80
Small	Raymond	DPW	40	23.59	\$ 943.78
Solenski	Thomas	DPW	40	25.17	\$ 1,006.74
Thomas	Linda	DPW	35	24.68	\$ 863.91
Thomas, III	Robert	DPW	40	23.59	\$ 943.78
Douglass	Gary	DPW	40	40.53	\$ 1,621.10
Crippen	Colleen	Finance	35	39.09	\$ 1,368.26
Read	Lauren	Finance	35	49.36	\$ 1,727.62
Voll	Michael	Manager	35	54.95	\$ 1,923.08
Kreis	Eileen	Manager	35	24.74	\$ 865.93
Douglass	Don	Bldgs & Grounds	40	23.77	\$ 950.96
Galestock	William	Planning	35	46.09	\$ 1,613.22
Schubert	Lisa	Planning	35	25.68	\$ 898.73
Flitcroft	Stephen	Police	40	19.98	\$ 799.19
McEwing	Brian	Police	40	41.54	\$ 1,661.58
Kline	Vernon	Recreation	40	11.27	\$ 450.85
Muldoon	Phyllis	Recreation	40	11.06	\$ 442.40
Ridgway	James	Recreation	22	24.34	\$ 535.39
Sansone	Rocco	Recreation	35	11.17	\$ 390.95
Jackson	Susan	Tax	35	47.45	\$ 1,660.83
					\$ 37,792.80

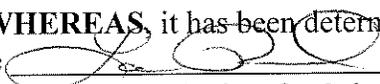
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2014- 31

**Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED
COMPENSATORY TIME**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Kevin Boyle in the amount of \$1,321.03 is authorized and chargeable to the 2013 Budget account 3-01-25-240-122.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Mastriana
FROM: Ptlm. Kevin Boyle
DATE: 12/5/2013
SUBJECT: Comp. Cashout

Request to cash out my 51.5 hrs of comp. time due to unforeseen financial expenses

Respectfully Submitted,


Kevin Boyle Jr. #188
Patrolman Badge 188

25-6511
51.5
1-321-052

000

0-000

<i>C File</i>	<i>Date</i>	<i>Officer</i>	<i>Comments</i>

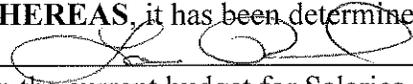
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2014-32

**Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED
COMPENSATORY TIME**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Michael Szemcsak in the amount of \$2,493.32 is authorized and chargeable to the 2013 Budget account 3-01-25-240-122.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana
FROM: Patrolman Michael Szemcsak
DATE: 11/20/2013
SUBJECT: Comp. Time Pay Out

Sir,
I'm submitting this special as a request to cash in 60 hours comp. time. This request is being made so I can purchase a touring bicycle for the police unity tour.

Respectfully Submitted,


Michael Szemcsak
Patrolman Badge 180

41-5554 x
60 =
2,493-320

000

0-0006+

C	File	Date	Officer	Comments
		11/20/13	Michael Szemcsak	forward to township

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

RESOLUTION #2014-33

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$4,400.00 for an item of revenue in the budget of the year 2013 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Drive Sober or Get Pulled Over Year End Holiday
Total with increase to be \$4,400.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$4,400.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Drive Sober or Get Pulled Over Year End Holiday

State/Federal Share \$ 4,400.00
Non State Share \$
Total with increase to be \$ 4,400.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify this is the original resolution adopted by the Township Council on January 6, 2014

Julie A. Picard, Township Clerk

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 5 rows: CONRAD, NEVILLE, SIMONSEN, CLARK, BECK

MEMORANDUM
NEW JERSEY DIVISION OF
HIGHWAY TRAFFIC SAFETY
1-800-422-3750
FAX: (609) 633-9020

To: 2013 *DRIVE SOBER OR GET PULLED OVER YEAR END HOLIDAY*
CRACKDOWN GRANTEES
RE: GRANT ACTIVITY AND REPORTING ON *SAGE*
FROM: BOB GAYDOSH, NORTH REGION SUPERVISOR
DATE: 11/18/13

Your agency is approved by DHTS for the 2013 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant (\$4,400). The approved project period for your grant begins December 6, 2013 and ends January 2, 2014.

If you have not done so already, you must EXECUTE your grant to formally activate it:
*To execute your grant, please log in to your grant in SAGE and check the box to "agree" to the terms on the "Contract Agreement" page.
*NOTE: Only the SAGE "Agency Administrator" for the grant can execute the grant.
*Be sure to then SAVE the page.
*Then go back to the "Application Menu" screen of the grant (the screen with all of the grant pages aka FORMS running down the right hand side, you can get there by clicking "Application Menu" at the top of the page) and click the "change status" bar within the Status Management area to move the grant to "Grant Agreement Executed".
*FYI the "Contract Agreement" page is your grant approval, which you can print if needed. No other grant approval documentation will be sent.

Three additional documents are provided at this time:

1. Officer Daily Report Form

*Please print the Daily Report Form and make enough copies to use during the campaign.
*Make sure each Daily Report Form is properly filled in and signed by the officer(s) working the overtime detail and signed and approved by a different, supervising officer at the bottom of the form. Make sure that the name of your agency, and the DATE of the detail, is listed on the top line of the form.
* NOTE, these forms will have to be SCANNED and attached to your reimbursement requests, using the BROWSE button on the appropriate reimbursement form on *SAGE*.

*****PLEASE TAKE CARE DURING THE CAMPAIGN TO MAKE SURE THESE DAILY REPORT FORMS ARE FILLED OUT CONSISTENTLY AND PROPERLY WITH ALL NECESSARY INFORMATION AND SIGNATURES. MANY GRANT

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

RESOLUTION # 2014-34

TITLE: RESOLUTION SUBMITTING RESOLUTION OF THE LOWER TOWNSHIP COUNCIL DETERMINING THE CAPE MAY COUNTY AIRPORT INDUSTRIAL PARK TO BE AN AREA IN NEED OF REHABILITATION TO THE LOWER TOWNSHIP PLANNING BOARD FOR REVIEW

WHEREAS, the Township Council of the Township of Lower desires to declare the Cape May County Airport and Industrial Park an area in need of rehabilitation in accordance with N.J.S.A. 40A:14A-14 of the Local Redevelopment and Housing Law; and

WHEREAS, N.J.S.A. 40A:14A-14 requires the Township Council to submit the proposed Resolution Determining the Cape May County Airport and Industrial Park to be an area in need of rehabilitation to the Lower Township Planning Board for its review prior to adoption.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby determines and declares as follows:

1. The Township Clerk is hereby authorized and directed to submit the proposed Resolution Determining the Cape May County Airport Industrial Park to be an Area in Need of Rehabilitation to the Lower Township Planning Board for its review, recommendations, or proposed modifications.

2. The Lower Township Planning Board shall have 45 days to submit its recommendations to the Township Council in accordance with N.J.S.A. 40A:14A-14.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #

TITLE: RESOLUTION DETERMINING THE CAPE MAY COUNTY AIRPORT INDUSTRIAL PARK, INDUSTRIAL AND AIRPORT HAZZARD ZONING DISTRICTS TO BE AN AREA IN NEED OF REHABILITATION

WHEREAS, the Cape May County Airport and Industrial Park is located in the Township of Lower as more specifically defined below; and

WHEREAS, the Township Council of the Township of Lower desires to declare the Cape May County Airport and Industrial Park an area in need of rehabilitation in accordance with N.J.S.A. 40A:14A-14 of the Local Redevelopment and Housing Law; and

WHEREAS, the Township Council desires to declare the area in need of rehabilitation for the purpose of enacting an ordinance providing for five-year tax exemptions and abatements in accordance with N.J.S.A. 40A:21-1 et seq., the Five-Year Exemption and Abatement Law, to promote the improvement, expansion, renovation or construction of new commercial and industrial projects and structures in the Airport Industrial Park.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby determines and declares as follows:

1. The area in need of rehabilitation shall be the Cape May County Airport Industrial Park as delineated on the Zoning Map of the Township of Lower Township, prepared by Remington, Vernick & Walberg Engineers, dated January 2004, last revised January 2007 (the "Airport Industrial Park").

2. There is a continuing pattern of vacancy, abandonment, and underutilization of properties and the structures located thereon in the Airport Industrial Park.

3. A significant portion of the structures in the Airport Industrial Park are substandard, in a deteriorated condition, unsafe, unsanitary, dilapidated and obsolete and are not conducive to development or working conditions and the discontinuance of the use of these buildings previously used for commercial, manufacturing, and industrial purposes, the abandonment of such buildings and the same being allowed to fall into a great state of disrepair has rendered them to be untenable.

4. The Airport Industrial Park contains buildings which, by reason of dilapidation, obsolescence, obsolete layout and design which are detrimental to the safety, health and welfare of the community.

5. The Airport Industrial Park is in need of rehabilitation as defined in N.J.S.A. 40A:12A-3 and requires an undertaking by means of extensive repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures to eliminate substandard conditions and arrest the deterioration of the Airport Industrial Park.

6. A consideration of the overall conditions and requirements of the community and the Airport Industrial Park warrants a finding of a need for rehabilitation.

7. The Lower Township Planning Board has reviewed this Resolution at a meeting held on _____ in accordance with N.J.S.A. 40A:14A-14.

BE IT FURTHER RESOLVED The Clerk of the Township of Lower is here directed and authorized to forthwith transmit a copy of this Resolution to the Commissioner of Community Affairs for review and tall necessary and appropriate action in connection therewith.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on .

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
CLARK						
BECK						

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

RESOLUTION #2014-35

TITLE: REJECTION OF BIDS FOR RECONSTRUCTION OF CLUBHOUSE ROAD

WHEREAS, the Township is rejecting the bids (#2013-26) advertised for the Reconstruction of Clubhouse Road on November 27, 2013; and

WHEREAS, two (2) bids were received on December 11, 2013 at 10:00 a.m. opened and reviewed by the QPA, the Engineer and Director of Public Works; and

WHEREAS, the Township is rejecting all bids pursuant to NJSA 40A:11-13.2(d) the Township will substantially revise the specifications for goods or services.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Lower that the bids received are hereby rejected.

I hereby certify the foregoing to be the original resolution adopted by the Township Council on December 16, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-36

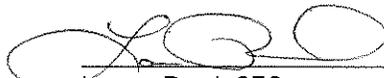
TITLE: RFP ACCEPTANCE AND CONTRACT AWARD FOR TOWNSHIP OF LOWER ANIMAL CONTROL SERVICES RFP #2013-25

WHEREAS, the Township advertised a Request for Proposals for Animal Control Services for the Township of Lower on November 27, 2013 and accepted on December 18, 2013; and

WHEREAS, one proposal was received and reviewed by the QPA, Captain Beeby and the Township manager; and

WHEREAS, Shore Animal Control Services, LLC complied with all specifications including all required certifications and bid documents, and

WHEREAS, the CFO has certified the availability of funds as evidenced by her signature below:



Lauren Read, CFO

4-01-27-240-299
Budget Account Animal Ctrl. Svc.

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 6, 2014 – December 31, 2014
AWARD TO: Shore Animal Control Services, LLC
TOTAL: \$50,000 per year

BE IT FURTHER RESOLVED, the contract may be extended for up to two additional one year increments covering 2015 at a cost of \$51,000 and 2016 at a cost of \$51,020 but only after approval by a resolution of the governing body in each year of extension.

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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



Shore Animal Control Services L.L.C.

Dr. Nick Holland, Owner/Operator
Ken Schein, ACO
Stan Carr, ACO, ACI
Jay Jessie, ACO

Pam Jessie, Chief Operating Officer
Greg Boddy, ACO
Chris Hillman, ACO
Mike McCullough, ACO
Steve Serwatka, ACO, Wildlife Specialist

"We Serve the Community with Pride and Dedication"

Scope of Services

1. Maintain proper licensing and certification at all times during the term of the contract in accordance with N.J.S.A. 4:19-15.16a. SHORE ANIMAL CONTROL SERVICES shall be responsible for animal control within the Township and shall enforce and abide by the provisions of N.J.S.A. 4:19-15.16. SHORE ANIMAL CONTROL SERVICES shall have the authority and be responsible to enforce all State Statutes and municipal ordinances including such duties as enumerated in N.J.S.A. 4:19-15.16(c) and 4:19-15.16(d). Shore Animal Control Services currently has 2 vehicles in use, 24 hour live phone service for residents and 9 animal control officers and staff on payroll.
2. Maintain regular inspection patrols of the in the municipality. Our main business is in the county of Cape May and our officers respond to any and all calls emergency or non-emergency within 30 minutes. Our officers are on call 24/7.
3. Pick up and impound dogs/cats running at large upon public streets and property. Dogs/cats that are captured and are in good health will be transported to the Cape May County Animal Shelter. SACS makes every effort to contact owners of dogs/cats bearing registration/identification tags prior to the transporting of animals to the shelter. Sick or injured animals will be treated by a veterinary facility and released to the shelter as appropriate. SACS will provide adequate shelter whenever the Cape May County shelter is not available for whatever reason at Shore Veterinarians licensed kennel facility at no charge to the municipality for the first 24 hours. SACS maintains a website for lost pets for all the municipalities it currently serves and all animals picked up will be listed on the site.
5. Maintain availability and easy access (800 Number, Cell phones) on a 24 hour per day basis. ACO dispatch will be initiated either by direct resident contact or by police via the SACS 800 number at the Boroughs discretion. During normal business hours (9:00 AM - 5:00 PM) and in emergency situations will respond to animal control/wildlife complaints from Borough residents

and/or authorized officials within one (1) hour for the following: aggressive animals, injured animals, suspect rabid animals, bite cases and at the Official's discretion. Coordination of calls with the police department will be maintained as deemed necessary by the Township. During normal operating hours SACS will respond to calls for strays, injured domestic animals and wildlife, and perform patrol operations.

6. Pick up and dispose of domestic/wildlife "road kill" on request, up to approximately 75 pounds (excluding deer) in compliance with New Jersey Department of Health regulations (D.E.P. approved). Larger domestic animals (livestock) that are creating a road or safety hazard will be removed to a nonhazardous area and authorities designated by the TOWNSHIP will be notified immediately. SHORE ANIMAL CONTROL SERVICES will not be responsible for removing dead animals from private residential property.

7. The municipality will be responsible for any emergency veterinary expenses incurred by SHORE ANIMAL CONTROL SERVICES in conjunction with their duties in the municipality, however close coordination with municipal officials will be accomplished whenever possible prior to administering any emergency treatment. This will not be construed to mean that humane lifesaving measures or euthanasia will be not accomplished whenever indicated. If the owner of the injured animal is located, these expenses will become the responsibility of the owner.

8. Provide regular patrol during regular hours on a daily basis as defined by the state of New Jersey requirements. Patrols will be interrupted to respond to any issues regarding animal control covered under the contract.

9. Provide the municipality a monthly report to include details of all calls as follows: date and time of call, name of a ACO taking the call, name of a ACO responding to the call, name, address, and phone number of caller; municipality, reason for the call and resolution of the call.

10. Provide and promote Trap Neuter Release (TNR) in the interest of feline population control is an integral part of our service. A situation in which TNR is appropriate as a recommendation we will work very closely with the citizens of the municipality to accomplish trapping, coordinate spaying and neutering and the re-release. We will also render assistance whenever citizens wish to trap themselves for reasons of convenience and efficiency.

11. Be a source of information to the TOWNSHIP, residents and officials concerning animal control regulations and related current information. Maintain a professional image and make public relations a top priority. Regular press releases will be issued on various animal issues of importance to the health and safety of pets and residents.

12. Will appear on behalf of the TOWNSHIP for Court proceedings necessary to enforce animal regulations. The TOWNSHIP will be responsible for supplying summonses.

13. All animal control officers shall wear appropriate identifying uniforms and carry State Department of Health identification. Each residential contact shall be provided with the responding officer's business card with company name and number. All ACO's and ACI's will conduct themselves in a professional manner.

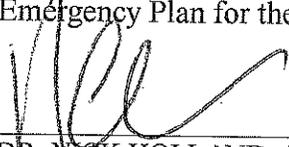
14. Shall conduct the requisite Animal Control Census on behalf of the TOWNSHIP.

15. Will maintain general liability insurance insuring SHORE ANIMAL CONTROL SERVICES, L.L.C and all employees with a minimum of \$1,000,000 in general liability coverage. Please see attached certificate of insurance.

16. Report all cruelty issues to the New Jersey Society for the Prevention of Cruelty to Animals. SHORE ANIMAL CONTROL SERVICES, L.L.C has a close working relationship with the NJSPCA to alleviate the CITY of liability in conjunction with cruelty issues and prosecutions. All cruelty investigations shall be reported to the NJSPCA to respond accordingly.

17. Rabies Control: Assist with the Township's annual Rabies Clinic for the betterment of Humane education, and state mandated rabies control program. A) Animal Population Control; perform duties for animal population & rabies control program, by interacting, planning & executing program with local volunteers and township animal rescue groups or organization(s) which including a T-N-R (Trap, Neuter and Return) program pertaining to wild or feral cats. . B) Rabies testing for exposure.

18. Disaster Plan: SACS shall meet with O.E.M. and review an acceptable Animal Evacuation Emergency Plan for the Township.


DR. NICK HOLLAND, OWNER
SHORE ANIMAL CONTROL SERVICES, LLC,
SHORE VETERINARIANS, PA

DATE

12/13/13

TOWNSHIP OF Lower

DATE

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

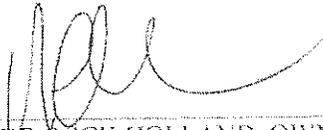
Dog Census \$2.50 per dog (same requirements as 2014)

This proposal includes an ACO manned Shore Animal Control Vehicle in the township Monday- Friday, 9:00 AM- 5:00 PM. The vehicle will be parked at the municipal complex hours or another prominent location within the Township during the evening hours.

Payment Schedule

Payment shall be made in monthly payments on the 1st of the month in the amount of 4166.00 beginning on January 1, 2014.

This proposal shall be considered a temporary contract of service until an official township contract is issued and signed.



MR. NICK HOLLAND, OWNER

LOWER TOWNSHIP OFFICIAL

1/2/14

DATE

DATE

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

RESOLUTION #2014-37

TITLE: RESOLUTION AUTHORIZING LOWER TOWNSHIP'S PAYMENT TO THE COUNTY OF CAPE MAY FOR THE SPAY/NEUTER FUND AS PER INTERLOCAL AGREEMENT

WHEREAS, on September 8, 2008 via Resolution #2008-220, the Township of Lower entered into an Interlocal Service Agreement with the County of Cape May for Animal Sheltering Services; and

WHEREAS, section V. of the agreement states that "Cape May County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the County Animal Shelter" with a set fee of \$13,287.00 per year; and

WHEREAS, Lower Township wishes to provide said compensation to the County of Cape May and use their services as per the Interlocal Agreement Section V. Spay/Neuter Fund.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Finance Office is hereby directed to pay the County of Cape May "one lump sum" payment of \$13,287.00 on or before February 1st of each year as per the attached Interlocal Service Agreement.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2008-226

TITLE: RESOLUTION AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT WITH THE COUNTY OF CAPE MAY FOR ANIMAL SHELTERING SERVICES

WHEREAS, the County of Cape May ("County") has agreed to provide animal sheltering services for the years commencing January 1, 2009 through December 31, 2015, thereafter upon renewed agreement, and

WHEREAS, Lower Township recognizes its requirements to provide such services in accordance with New Jersey State Law and has the need to utilize such services, and

WHEREAS, in consideration for providing such services to the Township, the Township agrees to the terms and conditions set forth in the attached Interlocal Services Agreement, and

WHEREAS, the County and Township are authorized and empowered to jointly provide such mutually beneficial services for general government administration pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et. seq.,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, it hereby approves the Interlocal Services Agreement, in the form and content attached hereto as Exhibit A and by this reference made a part hereof, and further authorizes and directs the Township's Mayor and Clerk to execute the Interlocal Services Agreement on behalf of the Township to take any and all actions reasonably necessary to effectuate the terms and conditions thereof.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on September 3, 2008.


Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	NOLAN	CRAIG
MOTION			✓		
SECOND	✓				
AYE	✓	✓	✓	✓	✓
NAY					
ABSTAIN					
ABSENT					

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAPE MAY AND
THE TOWNSHIP OF LOWER
FOR ANIMAL SHELTERING SERVICES

THIS AGREEMENT dated this 3rd day of September, 2008 by and between the County of Cape May, hereinafter referred to "County", and the Lower Township hereinafter referred to "Municipality".

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute known as the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal Agreements with it's fifteen municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner municipalities for a period not to exceed seven years, commencing on January 1, 2009 and concluding on December 31, 2015. For the period of September 1, 2008 through December 31, 2008 the existing Interlocal Agreements shall be extended and all conditions related to fees and payments due the County shall be consistent with the previously executed Interlocal Agreement; and

WHEREAS, the Municipality recognizes its requirements to provide such services in accordance with New Jersey State Law and has the need to utilize such services made available by the County for the aforesaid period of time; and

WHEREAS, both the County and the Municipality have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions.

FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq. the parties agree to the nature and extent of services to be performed as follows:

I. PURPOSE:

- The County shall continue to own and operate the Cape May County Animal Shelter and Adoption Center, a properly licensed and inspected Animal Shelter (as per N.J.S.A. 4:19-15.8) for use by the Municipality's designated licensed Animal Control Officer (as per N.J.S.A. 4:19-15.16b) on behalf of its municipal partners.

II. GENERAL PROVISIONS:

- The County will continue its operation of the facility for the term of the interlocal agreement.
- The County agrees to ensure that said facility meets all health and safety requirements for human and animal occupancy.
- The County agrees to provide for the humane treatment of all animals.
- The County agrees to provide for the medical treatment for cats and dogs in the County Animal Shelter in accordance with New Jersey State Law, and agrees to provide additional medical care (including inoculations) to animals being offered for adoption.
- The County agrees to provide for the acceptance, holding, and disposition of all cats and dogs, in accordance with New Jersey State Law, which the Municipality shall deliver to the County Animal Shelter. The County agrees that "other" domestic animals shall be accommodated at the County Animal Shelter on a space-available basis. If it has been determined that space is not available, it is the responsibility of the Municipality to make alternate arrangements for said "other" domestic animal.
- In addition to State Statute and Administrative Code, the County agrees to provide for municipal participation in determining the appropriate policies to facilitate the successful operation of the Shelter through the continuation of a Cape May County Animal Shelter Advisory Board, or other similarly functioning agency.
- The Municipality agrees to ensure the strict adherence to the policies and procedures established by the Animal Shelter by that Municipality's Animal Control Officer. The County agrees to provide that written documentation be transmitted to the Municipality of any problems or concerns regarding the professional conduct of the Municipality's Animal Control Officer as witnessed at the County Animal Shelter.

- The County agrees to make a good faith effort to research and apply for grants from both the public and private sectors. The County shall provide the resources for this purpose. Administrative costs attributable to successful grant awards will be eligible for reimbursement from the grant funds to the general fund of the county. The Advisory Board (or similar agency) may direct the submission of grant applications on behalf of the Shelter.

III. ADVISORY BOARD:

- The County agrees to facilitate the establishment of the Cape May County Animal Shelter Advisory Board, or similarly functioning agency, hereinafter referred to as “the Advisory Board”. This Board shall consist of no less than nine (9) and no more than eleven (11) members. The following shall constitute the membership of said Board, upon its formation: two (2) County Administration members; two (2) Public Citizen members appointed by the Board of Chosen Freeholders; one (1) County based Veterinarian and four (4) Municipal Government members: one (1) member from each of the two (2) municipalities which contribute the largest annual percentage of the proposed budget for animal shelter services, said members to be either Elected Officials or senior appointed managers of their respective municipality; and two (2) members total from the remaining municipalities). The two representatives designated from the remainder municipalities shall serve two year terms. The position will rotate in alphabetical order of the name of the municipality. The Shelter Manager, Veterinarian of Record and one Municipal Animal Control Officer (as selected by the official members of the Advisory Board”, shall serve as ex facto members. Municipal appointments will be confirmed by Resolution of the Board of Chosen Freeholders.
- While the New Jersey State Statutes shall govern the provision of “animal sheltering services”, additional guidelines for shelter operation will be developed and considered based upon the recommendations of the Advisory Board or similar agency.
- The Advisory Board, or similar agency, shall insure ongoing dialog between the municipal partners and the County. Within this capacity they will assist in the recommendation of budgetary and expenditure guidelines for financial operations and capital requirements.
- The Advisory Board, or similar agency, shall also monitor and evaluate staffing levels, operational costs and program delivery and make recommendations for modifications and changes on an annual basis.
- Meetings of the Advisory Board, or similar agency, shall take place quarterly or as needed; proper notice shall be given to the public in accordance with N.J. State Law.

IV. ANIMAL HOUSING:

- The County agrees to accept any cat or dog from the Municipality's designated Animal Control Officer, and to provide care for such animal as dictated by N.J. State Law.
- The County agrees to provide for the acceptance of any cat or dog for surrender from a resident of the Municipality, upon furnishing of proper identification; the collection of any fees associated with this transaction shall be in accordance with duly adopted policies of the Shelter.
- The County agrees to provide for the quarantined housing of animals involved in "bite" cases or suspected rabies cases during the legally mandated holding period, as dictated by New Jersey State Law.
- Animals remaining in the Shelter after the mandatory holding period prescribed by New Jersey State Law shall become the property of the County Animal Shelter. The animals shall be cared for as directed by the policies established by the Advisory Board. The municipality holds no claim to any animal or to any fees collected or costs associated with the disposition of said animal.

V. SPAY/NEUTER FUND

- The County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the County Animal Shelter. A dedicated Spay/Neuter account shall be established, and funds shall be utilized exclusively for the implementation of the Spay/Neuter Program.
- The County Spay/Neuter Fund shall provide funds for the sterilization of animals offered for adoption at the County Animal Shelter and Adoption Center as well as providing funds as available for a program mirroring the eligibility requirements and process of the existing State of New Jersey Low Cost Spay-Neuter Program. County Spay/Neuter Funds shall supplement the State of New Jersey Low Cost Spay-Neuter Program.
- As part of this Agreement for Animal Sheltering Services, the Municipality also agrees to participate in Spay/Neuter Program activities under the following conditions:

- If the Municipality does not provide financial contributions to a Municipally-operated low cost Spay/Neuter Program, the Municipality hereby agrees to contribute the dollar amount to the County Spay/Neuter Program as listed in Schedule "A" attached hereto.
 - If the Municipality does provide financial contributions to a Municipally-operated low cost Spay/Neuter Program in a dollar amount that exceeds the County Spay/Neuter Program cost as reflected in Schedule "A", the Municipality hereby agrees to continue said program at an amount equal to or greater than the cost as reflected in Schedule "A" for the term of this Interlocal Agreement.
 - If the Municipality does provide financial contributions to a Municipally-operated low cost Spay/Neuter Program in a dollar amount that is less than the County Spay/Neuter Program cost as reflected in Schedule "A", the Municipality hereby agrees to continue said Municipal program at the existing funding rate, AND provide the balance of funds to equal the County Spay/Neuter Program cost to the County for inclusion in the County program.
- Beginning on January 1, 2009, the amount payable to the County Spay/Neuter fund shall be due in "one lump sum payment" on or before February 1st of each year.

VI. ACCESS TO ANIMAL SHELTER:

- The County agrees to provide for public access to the Animal Shelter in accordance with the provisions of N.J. State Law, including public hours and non-public working hours.
- The Municipality shall reserve the right to inspect the Shelter at any time when said shelter is in operation (public and non-public working hours).
- The Municipality's designated Animal Control Officer shall be granted 7 day a week, 24-hour access to a portion of the building for the purpose of animal intake. Such access shall be granted in the extent, form, and manner prescribed by the County Animal Shelter.

VII. EQUIPMENT:

- The County agrees to provide for the equipment, supplies, and materials necessary for the proper care of dogs and cats according to applicable N.J. State Law and Administrative Code.
- The Municipality acknowledges responsibility for all equipment related to the Animal Control function.

VIII. INSURANCE:

- The County agrees to provide for the maintenance of appropriate insurance coverage for the County Animal Shelter. The costs of said insurance will be incorporated into the operating budget of the County Animal Shelter.

IX. REPORTING:

- On the first day of each month, the Municipality shall make available to the County Animal Shelter records of all newly licensed dogs and cats within the municipality.
- Within 15 days of its completion, the Municipality shall provide the County Animal Shelter with the results of the annual canvass of dogs (required by N.J.S.A. 4:19-15.15).
- The Municipality shall make available monthly to the County Animal Shelter, detailed reports from the Municipality's designated Animal Control Officer detailing the date, time, location, conditions, animal description, and other such information as deemed necessary by the County Animal Shelter to aid in the determination of the ownership of the animal. This information is in addition to any forms required by the Animal Shelter for intake or recordkeeping purposes.
- The County shall make available monthly reports detailing the processing of any intakes from that Municipality. Said reports shall contain information as required by State Statute and Administrative Code.

X. TERM OF AGREEMENT:

- The County agrees to provide for said services to the Municipality under the terms of this agreement until such time as said agreement may be modified by mutual agreement of the parties in accordance with the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq.
- Additional services, including but not limited to humane education and community outreach, may be provided upon recommendation of the Advisory Board, if and only if the costs of these services are completely funded under a guaranteed revenue stream.
- By signing this Agreement, both parties acknowledge that the Agreement refers to Animal Sheltering Services only; no Animal Control services will be provided under this Agreement.

XI. CONSIDERATION:

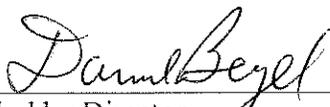
- The Municipality shall have no ownership, capital, property rights, or equity in the Animal Shelter.
- In return for the services outlined in this agreement, the Municipality agrees to provide payment to the County in the amounts and at the times specified on "Schedule A" of this Shared Services Agreement.
- All payments shall be due and owing on the date stated, without a grace period. In the event that any payment is not received by the due date, then the Municipality shall pay to the County interest at the rate of 18% per annum. If payment is late by more than 30 days, then the County in its sole discretion may terminate the Agreement upon ten days written notice to the Municipality.

XI. SUBCONTRACTS

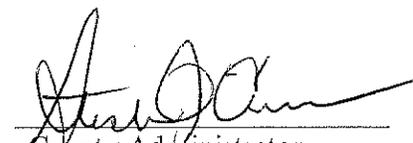
- The County of Cape May reserves the right to execute a subcontractor Agreement for the operation of the animal shelter, and any components thereof as described within this document, providing that said subcontractor subscribes wholly to the terms of this Shared Services Agreement to the satisfaction of the County of Cape May and the Municipality.

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

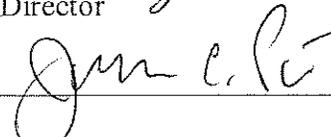
By the County:



Freeholder Director



County Administrator

ATTEST: 

County Counsel



Municipal Clerk



Mayor

ATTEST: 

Municipal Attorney

Schedule A
LOWER TOWNSHIP

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

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2009	\$ 13,287.00	\$ 19,930.00	\$ 19,930.00	\$ 19,930.00	\$ 19,930.00	\$ 79,720.00
2010	\$ 13,287.00	\$ 20,683.00	\$ 20,683.00	\$ 20,683.00	\$ 20,683.00	\$ 82,732.00
2011	\$ 13,287.00	\$ 21,462.25	\$ 21,462.25	\$ 21,462.25	\$ 21,462.25	\$ 85,849.00
2012	\$ 13,287.00	\$ 22,269.00	\$ 22,269.00	\$ 22,269.00	\$ 22,269.00	\$ 89,076.00
2013	\$ 13,287.00	\$ 23,103.75	\$ 23,103.75	\$ 23,103.75	\$ 23,103.75	\$ 92,415.00
2014	\$ 13,287.00	\$ 23,967.75	\$ 23,967.75	\$ 23,967.75	\$ 23,967.75	\$ 95,871.00
2015	\$ 13,287.00	\$ 24,862.00	\$ 24,862.00	\$ 24,862.00	\$ 24,862.00	\$ 99,448.00

Resolution 2014- 38

REORGANIZATION MEETING JANUARY 6, 2014

Lower Bd of Ed	Due Jan 1	\$ 1,525,156.40
Lower Regional Tax	Due Jan 15	\$ 1,181,796.00
Barber Consulting	Due Jan 1	\$ 5,000.00
Edmunds Assoc	Due Jan 1	\$ 19,175.00
Lower MUA Sewer	Due Jan 1	\$ 1,160.00
Advance Video Maint	Camera	\$ 1,740.00
Petty Cash	Chief Bill Mastriana	\$ 100.00
Petty Cash	Colleen Crippen	\$ 250.00
Cape Assist	Due Jan 1	\$ 3,213.00
Volunteers of Medicine	Due Jan 1	\$ 7,690.00
USABLE Life	Due Jan 1	\$ 462.48
Blue Cross Blue Shield Med D	due Jan 1	\$ 3,939.84
AmeriHealth Administrators	Due Jan 1	\$ 10,520.20
AmeriHealth Stop Loss	Due Jan 1	\$ 15,900.03
J. Byrne Insurance Recreation Policy	Due Jan 1	\$ 11,756.00
Bank of America	Tax Refund	\$ 1,522.05
Albert Lang	Tax Refund	\$ 387.75
<u>Total 2014 Bill List</u>		<u>\$ 2,789,768.75</u>

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01840 COLLEEN HORWATH	13-03610	12/12/13	MEDICAL CLAIMS	Open	79.00	0.00		
01859 HESS CORPORATION	13-03668	12/23/13	11/18/13-12/18/13 ELECTRIC	Open	6,765.92	0.00		
02025 HUNTER JERSEY PETERBILT*	13-02690	09/12/13	PARTS FOR TRUCKS	Open	793.96	0.00		
02027 JESCO INC*	13-03410	11/15/13	ROAD PARTS	Open	119.06	0.00		
	13-03467	11/22/13	INSTALL OF COMPUTER COMPONENT	Open	<u>1,872.57</u>	0.00		
					1,991.63			
02045 LIBERTY PARKS AND PLAYGROUNDS*	13-03371	11/12/13	RUBBER MULCH AND CURBS	Open	36,270.16	0.00		
02066 DEBORAH A. JOHNS	13-03636	12/19/13	MEDICAL CLAIMS-V	Open	204.00	0.00		
02108 KEEN COMPRESSED GAS CO*	13-03523	12/05/13	COMPRESSED AIR	Open	316.94	0.00		
02136 TED KINGSTON INC*	13-01999	07/05/13	RADIO MAINT. NOVEMBER	Open	497.92	0.00		
	13-02000	07/05/13	RADIO MAINT. DECEMBER	Open	485.36	0.00		
	13-03609	12/12/13	EMERGENCY RESPONSE DISPATCH RA	Open	150.00	0.00		
	13-03665	12/23/13	RADIIO INSTALLATION	Open	<u>1,350.75</u>	0.00		
					2,484.03			
02292 DONALD LOMBARDO	13-03697	12/31/13	MEDICAL CLAIMS	Open	935.96	0.00		
02331 LOWER TOWNSHIP ROTARY CLUB	13-03484	12/05/13	PARADE/TREE LIGHTING CONTRIB	Open	800.00	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	13-03608	12/11/13	LUNCHEON- 12/11/13 LOBSTER HOU	Open	75.00	0.00		
02461 JOHN MAHER	13-03691	12/30/13	MEDICAL CLAIMS	Open	1,240.20	0.00		
02640 FRANK MCCLOSKEY	13-03616	12/13/13	MEDICAL CLAIMS-V	Open	130.00	0.00		
02715 MODERN HANDLING EQUIP CO*	13-02689	09/12/13	GENERATOR	Open	597.67	0.00		
02968 PATTI'S PARTY WORLD*	13-03676	12/30/13	NEW YEARS EVE PARTY	Open	100.00	0.00		
03020 NJ DIVISION OF MOTOR VEHICLES	13-03689	12/30/13	NEW VEH. REG	Open	60.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03104 NORTHEAST IND.&MARINE SUPPLY*	13-03604	12/11/13	MATERIAL/DPW	Open	276.45	0.00		
03158 NYSCA*	13-03430	11/20/13	BBALL CERTIFICATIONS	Open	40.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	13-03448	11/21/13	CLEANING SUPPLIES	Open	1,013.15	0.00		
03305 PEDRONI FUEL*	13-03684	12/30/13	FUEL/DEC	Open	433.20	0.00		
03366 AMERI-GAS*	13-03675	12/30/13	PROPANE FOR BENNETT'S CROSSING	Open	175.33	0.00		
03440 QUALITY COMMUNICATIONS*	13-02175	07/25/13	MODEM	Open	933.35	0.00		
	13-03474	11/25/13	NEW VEHICLE OUTFITTING	Open	595.00	0.00		
					<u>1,528.35</u>			
03460 V.E. RALPH & SON, INC.*	13-03460	11/22/13	FIRST AID CABINET-MILLMAN CENT	Open	103.50	0.00		
03478 RED THE UNIFORM TAILOR, INC.*	13-03206	11/04/13	UNIFORMS	Open	579.80	0.00		
03518 RIGGINS, INC.*	13-03615	12/13/13	HIGHWAY DIESEL	Open	1,651.91	0.00		
	13-03683	12/30/13	OFF HIGHWAY DIESEL	Open	1,634.17	0.00		
					<u>3,286.08</u>			
03573 SAFETY-KLEEN CORP*	13-03435	11/20/13	EQUIPMENT MAINTENANCE	Open	309.29	0.00		
03638 SHOP RITE OF RIO GRANDE	13-03677	12/30/13	NEW YEARS EVE PARTY	Open	386.49	0.00		
03753 SYSTEM WAREHOUSE	13-03485	11/26/13	FIXED ASSET TAGS	Open	308.76	0.00		
03814 UNIVERSAL COMPUTING SERV., INC*	13-03591	12/10/13	MAILERS	Open	378.15	0.00		
03902 DONALD VANAMAN JR	13-03630	12/18/13	MEDICAL CLAIMS-V	Open	200.00	0.00		
03932 REEL FIRE PROTECTION*	13-03614	12/12/13	FIRE EXTINGUISHERS-MILLMAN	Open	269.70	0.00		
03969 VERIZON	13-03623	12/16/13	DECEMBER 2013 PHONE SERVICE	Open	4,058.73	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04089	WIZARD'S FESTIVAL OF FUN, INC*							
	13-02707	09/17/13	FERRY MERRY CHRISTMAS PARTY	Open	4,235.00	0.00		
	13-02708	09/17/13	NEW YEARS EVE REC CENTER	Open	2,650.00	0.00		
	13-02933	10/10/13	NEW YEARS EVE-RES#2013-266	Open	<u>1,500.00</u>	0.00		
					8,385.00			
04101	SPANKY'S BBQ CATERING*							
	13-02866	10/04/13	FOOD FOR VOLUNTEERS	Open	250.00	0.00		
05000	THE ILLUSION MAKER*							
	13-01503	05/30/13	RECYCLING SHOW FOR SCHOOLS	Open	1,100.00	0.00		
06019	AFFORDABLE FIRE PROTECTION INC							
	13-00756	03/14/13	MILLAN FIRE SUPPRESSION SYS	Open	8,250.00	0.00		B
06033	WYNS CONSULTING LLC*							
	13-03368	11/12/13	EXPERT FINANCIAL ANALYSIS LCMR	Open	5,000.00	0.00		B
06034	SOUTH JERSEY PAPER PRODUCTS*							
	13-03620	12/16/13	SUPPLIES FOR BUILDINGS CLEANG	Open	1,137.50	0.00		
4104	DOUGLASS LANDSCAPING LLC*							
	13-00954	04/04/13	2013 LANDSCAPING RES #2013-98	Open	5,192.50	0.00		
5014	TOM ROSSI							
	13-03527	12/05/13	10/31/13 CONFLICT PROS	Open	550.00	0.00		
5065	JAMES MCNULTY							
	12-03202	11/26/12	2012 CLOTHING ALLOWANCE	Open	50.84	0.00		
	13-01058	04/16/13	2013 EQUIP. ALLOWANCE	Open	<u>109.66</u>	0.00		B
					160.50			
6055	WILDFLOWER ARTISTRY*							
	13-03664	12/23/13	NEW YEARS FACEPAINTING	Open	300.00	0.00		
6061	AMERIHEALTH ADMINISTRATORS							
	13-03627	12/17/13	DEC 16 HEALTH INS & RX	Open	127,155.58	0.00		
	13-03669	12/23/13	DEC 23 HEALTH INS & RX	Open	62,118.24	0.00		
	13-03690	12/31/13	DEC 30 HEALTH INS & RX	Open	<u>55,267.96</u>	0.00		
					244,541.78			
7066	KETCHUM MFG CO INC*							
	13-03230	11/08/13	2014 DOG TAGS	Open	400.00	0.00		
7072	TERRANCE J CROWLEY*							
	13-03369	11/12/13	RES#2013-285 SCHOOL FESASIBILI	Open	4,500.00	0.00		B
7074	J & B LOCKSMITHS*							
	13-03431	11/20/13	DOUGLASS PK KEY PAD LOCK SYSTM	Open	2,396.00	0.00		
7093	VALENTINO SPEYERER							
	13-03642	12/23/13	RETURN PRECIOUS METAL BOND	Open	10,000.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ARC			ARC OF CAPE MAY COUNTY, INC					
	13-03529	12/05/13	DONATION FROM BAYRUN SPEC OLYM	Open	500.00	0.00		
ATLANT			ATLANTIS BEACH CLUB INC					
	13-03678	12/30/13	RELEASE OF PERFORMANCE GUARANT	Open	1,522.50	0.00		
CARROT			CARROT-TOP INDUSTRIES, INC*					
	13-02852	10/02/13	FLAG POLE/DPW	Open	1,646.53	0.00		
SYKEJ			JOE SYKES					
	13-03602	12/11/13	SOCCER OFFICIAL- JUNIOR DIV.	Open	30.00	0.00		
Total Purchase Orders:		82	Total P.O. Line Items:	182	Total List Amount:	507,893.01	Total Void Amount:	0.00

I hereby certify the foregoing to be the original Resolution adopted by Township Council at a meeting held on January 6, 2014.

Julie A Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-40

TITLE: ACCEPTING THE RESPONSE TO THE CAPE MAY STUDY TO RECONFIGURE THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT PREPARED BY TERRANCE J CROWLEY AND THE RESPONSE PREPARED BY WYNS CONSULTING, LLC

WHEREAS, the City of Cape May has taken certain actions to conduct a feasibility study and adopted a Resolution in an effort to withdraw from the Lower Cape May Regional School District; and

WHEREAS, if Cape May were successful in its attempt to withdraw from the Lower Cape May Regional School District, the effect upon the Lower Cape May Regional School System and the residents of Lower Township would be extremely detrimental; and

WHEREAS, in an effort to oppose the City of Cape May's attempt, Lower Township Council awarded contracts to Terrance J. Crowley and Melvin L. Wyns as experts to prepare responses in opposition of the study.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the responses to the Cape May Study to Reconfigure the Lower Cape May Regional School District prepared by Terrance J Crowley and Melvin L Wyns are hereby approved.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A Picard, Township Clerk

	MOTION	SAECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION NO. 2014-41

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 2013, 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, 2013 and the second in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS due on or before November 4, 2013. 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.

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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 6, 2014.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

PERSONNEL ACTIONS

Report for Council Meeting of 01/06/2014

<u>Department</u>	<u>Name</u>	<u>Eff. Date</u>	<u>Replaces</u>	<u>Action</u>	<u>Title</u>	<u>Budgeted Item</u>
DPW	Fitzpatrick, Joshua	01/02/14		new hire	temp laborer	yes
DPW	McCloskey, Andrew	01/02/14		new hire	temp laborer	yes
Finance	Wilusz, Ann Marie	01/06/14	LoMonaco, Marie	new hire	clerk typist	yes

Date of report 12/31/2013

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