

July 1, 2013 Signed Resolutions

- Res. # 2013-187 Payment of Vouchers \$ 1,600,166.43
Res. # 2013-188 A Resolution Requesting Release of Demolition Bond for Block 742.01 Lot 22, 933 Shunpike Road; Jerry Hatch & Joan Flood
- Res. #2013-189 Authorization for Refund of Taxes (1 property \$1,333.21 disabled veteran)
Res. #2013-190 Award of Contract To Center for Community Arts (summer art program \$13,000.)
Res. \$2013-191 Resolution Appointing William Mastriana as the Acting Chief of Police
Res. #2013-192 Issuance of Final Ice Cream Peddling Truck and Operator License for the year 2013 (Kona Ice)
- Res. #2013-193 Resolution Awarding Concession Stand Lease for the Lower Township Swimming Pool (H. Melo \$1,500.)
- Res. #2013-194 Appointment of Ronald J Gelzunas as Conflict Counsel (not to exceed \$15,000.)
Res. #2013-195 Resolution Accepting Bid & Awarding the Contract for Resurfacing of the Basketball and Tennis Courts and Installation of New Tennis Posts, Nets, New Basketball Poles and Backboards at Mitnick Park (Nickolaus Construction Co. \$30,880.)
- Res. #2013-196 Resolution Authorizing a Shared Service Agreement Between the Township of Lower and the Borough of West Cape May to Provide Uniform Construction Code Services (re-new agreement for 5 years)
- Res. #2013-197 Authorizing Payout of Terminal Leave (B. Marker \$31,375.)
Res. #2013-198 Annual Renewal of Final Liquor License for the Year 2013-2014 (Cape May Two Brothers)
- Res. #2013-199 Appointment to the Recreation Advisory Board
Res. #2013-200 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12.
Possible Litigation - Tax Issues

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00611 COUNTY OF CAPE MAY	13-01862	06/24/13	GASOLINE/DIESEL/MAY	Open	33,323.40	0.00		
00616 ANIMAL ALLIANCE OF CAPE	13-01870	06/24/13	TNR AND SPAY/NEUTER PROGRAM	Open	150.00	0.00		
	13-01879	06/25/13	TNR AND SPAY/NEUTER PROGRAM	Open	<u>700.00</u>	0.00		
					850.00			
00651 MUNICIPAL UTIL AUTH DUMP FEES	13-01863	06/24/13	MUA TIPPING FEE	Open	74,833.49	0.00		
00710 CAPE MAY COUNTY SHERIFF	13-01884	06/25/13	LWR TWP TRIATHLON OT REIMBURSE	Open	3,500.00	0.00		
00731 CAPE PORT MARINE*	13-01729	06/07/13	CABLE FOR ROLL OFF	Open	202.06	0.00		
00775 CAPRIONI PORTABLE TOILETS,INC*	13-01925	06/27/13	SPECIAL EVENT PRTABLE TOILETS	Open	100.00	0.00		
00784 CAPE MAY STAR & WAVE	13-01434	05/22/13	ADVERTISE FOR COMMUNITY DAY	Open	139.60	0.00		
	13-01806	06/17/13	LEGAL PUBLICATIONS	Open	34.72	0.00		
	13-01836	06/21/13	LEGAL PUBLICATIONS 6-19-13	Open	<u>80.60</u>	0.00		
					254.92			
00807 CDW-GOVERNMENT INC*	13-01452	05/24/13	OFFICE SUPPLIES	Open	299.27	0.00		
00820 COMCAST OF WILDWOOD* DPW	13-01812	06/18/13	MILLMAN MONTHLY CABLE BILL	Open	78.93	0.00		
00825 COMCAST*	13-01832	06/20/13	CLEM MULLIGAN INTERNET CAMERAS	Open	94.85	0.00		
	13-01880	06/25/13	INTERNET 6/30/13-7/29/13 FIRE	Open	<u>109.90</u>	0.00		
					204.75			
00870 CHURCH'S GARDEN CENTER AND*	13-01207	04/29/13	PLANTING TREE FOR ARBOR DAY	Open	6.28	0.00		
01196 H A DEHART & SON*	13-00935	04/04/13	MONTHLY/APRIL	Open	838.32	0.00		
01201 DELL CORPORATION*	13-00818	03/21/13	COMPUTER SERVER/SYSTEM	Open	24,222.16	0.00		
01284 ARLENE DOUGLASS	13-01825	06/19/13	MEDICAL CLAIMS	Open	863.14	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*	13-01720	06/07/13	REPAIR ELECTRIC ISSUES	Open	450.00	0.00		
	13-01722	06/07/13	INSTALL PUMPS	Open	850.00	0.00		
	13-01821	06/19/13	POOL ELECTRICAL WORK	Open	375.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01519 TOM FOLS ELECTRICALCONTRACTOR* Continued	13-01874	06/24/13	MULLIGAN HOCKEY RINK	Open	250.00	0.00		
					<u>1,925.00</u>			
01602 THOMSON WEST*	13-01425	05/21/13	NJ STAT 2013 - DPS	Open	160.00	0.00		
01649 GARDEN STATE HWY PRODUCTS,INC*	13-01514	05/31/13	SIGNS FOR RACE/JUNE 1,13	Open	325.00	0.00		
01653 GENTILINI FORD*	13-01441	05/23/13	MAY	Open	191.08	0.00		
01655 GANN LAW BOOKS*	13-00881	04/01/13	2013 NJ RULE OF EVIDENCE	Open	107.00	0.00		
01690 GRANTURK EQUIPMENT CO*	13-01261	05/06/13	PARTS FOR RECYCLING/MAY	Open	1,459.01	0.00		
01781 HATCH MOTT MACDONALD, LLC*	13-01833	06/21/13	PROFESSIONAL ENGINEERING	Open	41.40	0.00		
01785 ROBERT HARTMAN SR	13-00184	01/16/13	CONTRACTUAL REIMBURSEMENT	Open	314.70	0.00		
01807 MARLIN HEDUM	13-01887	06/25/13	MEDICAL CLAIMS-V	Open	110.00	0.00		
01859 HESS CORPORATION	13-01873	06/24/13	05/20/13-06/19/13 ELECTRIC	Open	7,784.39	0.00		
02045 LIBERTY PARKS AND PLAYGROUNDS*	12-02768	10/17/12	FRAMES FOR BENCHES	Open	423.66	0.00		
	13-01297	05/08/13	ITEM #B6WBINNVP 6' BENCH W/BACK	Open	<u>1,595.22</u>	0.00		
					2,018.88			
02108 KEEN COMPRESSED GAS CO*	13-01255	05/06/13	BOTTLED GAS/GARAGE/DPW/MAY	Open	247.80	0.00		
02136 TED KINGSTON INC*	13-01529	06/04/13	NARROW BAND	Open	1,835.00	0.00		
02175 BRUCE KLAUSING	13-01866	06/24/13	MEDICAL CLAIMS	Open	15.00	0.00		
02183 KLENSWITE POOL SPA SUP.CO INC*	13-01657	06/05/13	FILTERS FOR THE POOL	Open	312.00	0.00		
02245 DAVID LEPOR	13-01886	06/25/13	MEDICAL CLAIMS-V	Open	455.00	0.00		
02247 LAWSON PRODUCTS, INC.*	13-01260	05/06/13	SUPPLIES FOR DPW/MAY	Open	713.53	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02351	LOWER CAPE MAY REGIONAL	13-01371	05/15/13	2013/2014 SCHOOL TAX	Open	1,181,796.00	0.00		B
02402	MGL PRINTING SOLUTIONS	13-00820	03/21/13	TAX BILL FORMS	Open	1,577.00	0.00		
02461	JOHN MAHER	13-01885	06/25/13	MEDICAL CLAIMS	Open	819.78	0.00		
02541	ROBERT D. MARTIN, JR	13-01805	06/17/13	MEDICAL CLAIMS	Open	55.00	0.00		
02590	ARTHUR MASON	13-01837	06/21/13	MEDICAL CLAIMS	Open	74.25	0.00		
02632	N J PLANNING OFFICIALS*	13-01658	06/05/13	MLUL BOOKS	Open	60.00	0.00		
03008	NJ DEPT OF TREASURY/FEES	13-01664	06/05/13	TIDELANDS LICENSE & LEASE FEE	Open	1,250.00	0.00		
03029	NJ DIVISION OF FIRE SAFETY	13-01525	06/03/13	2013 ANNUAL LIFE HAZARD FEE	Open	1,243.50	0.00		
03034	SAFEGUARD DOCUMENT DESTRUCTION	13-01118	04/18/13	COMMUNITY /SHRED DAY	Open	345.00	0.00		
03075	NEW JERSEY PUBLIC SAFETY	13-01504	05/30/13	TRAINING	Open	99.00	0.00		
03279	PARDO'S TRUCK PARTS WHSE*	13-01446	05/24/13	BRAKES FOR TRUCK 28 & 36	Open	2,324.46	0.00		
03284	STEPHEN H. PARKER(REF FEES)	13-01849	06/21/13	SOCCER OFFICIAL	Open	20.00	0.00		
03290	PARKWAY VETERINARY HOSPITAL	13-01875	06/24/13	TNR PROGRAM	Open	68.00	0.00		
03305	PEDRONI FUEL*	13-01930	06/27/13	NO LEAD GAS	Open	709.78	0.00		
03353	POOL OPERATION MANAGEMENT*	13-01708	06/07/13	SEASONAL MANUAL POOL LOG BOOK	Open	50.00	0.00		
03427	POLAR BEAR*	13-01735	06/07/13	YEARLY MAINT.CONTRACT HVAC	Open	7,500.00	0.00		
03466	R & R SPECIALTIES	13-01813	06/18/13	PLAQUE- CHIEF BRIAN MARKER	Open	105.00	0.00		
03518	RIGGINS, INC.*	13-01869	06/24/13	HIGHWAY DIESEL	Open	1,109.08	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03518 RIGGINS, INC.*				Continued				
	13-01922	06/26/13	HIGH WAY DIESEL	Open	<u>1,347.21</u>	0.00		
					2,456.29			
03608 SEAWAVE CORPORATION*								
	13-01795	06/14/13	HELP WANTED - POLICE SECY	Open	102.52	0.00		
03611 SERVICE TIRE TRUCK CENTERS*								
	13-01280	05/06/13	TIRES/RDS/SANT/RECY/DPW/MAY	Open	3,450.40	0.00		
03637 SHOPPE								
	13-01277	05/06/13	HELP WANTED ADD FOR POOL	Open	51.80	0.00		
	13-01342	05/14/13	ADVERTISEMENT	Open	<u>140.00</u>	0.00		
					191.80			
03655 PENN JERSEY MACHINERY*								
	13-00923	04/04/13	MONTHLY/APRIL	Open	1,010.82	0.00		
03683 SNAP-ON TOOLS*								
	13-01119	04/18/13	MISC. PARTS FOR DPW TRUCKS	Open	1,234.48	0.00		
03692 SOUTH JERSEY GAS CO*								
	13-01915	06/25/13	GAS FOR JUNE 2013	Open	1,601.33	0.00		
03733 JAMES D. STRICKLAND								
	13-01924	06/27/13	MEDICAL CLAIMS	Open	2,066.70	0.00		
03790 THE PRESS*								
	13-01801	06/14/13	YEARLY SUBSCRIPTION	Open	189.80	0.00		
03814 UNIVERSAL COMPUTING SERV., INC*								
	13-01502	05/30/13	MAILERS	Open	379.65	0.00		
03894 SHERWIN WILLIAMS								
	13-01845	06/21/13	LINE PAINT FOR ROADWAYS	Open	498.08	0.00		
03904 LOWE'S HOME CENTER INC*								
	13-01501	05/30/13	SUPPLIES FOR CLEM MULLIGAN	Open	88.63	0.00		
	13-01693	06/07/13	SUPPLIES /DPW/SANT/AUG	Open	133.00	0.00		
	13-01803	06/17/13	WOOD FOR CONSTRUCTION	Open	<u>203.85</u>	0.00		
					425.48			
03915 TURF EQUIPMENT & SUPPLY CO*								
	13-01456	05/24/13	COUNTY MOWER PARTS	Open	395.83	0.00		
03969 VERIZON								
	13-01919	06/26/13	JUNE 2013 PHONE SERVICE	Open	5,725.25	0.00		
03992 VAL-U AUTO PARTS LLC*								
	13-01278	05/06/13	RDS/SANT/RECY/DPW/MAY	Open	3,568.42	0.00		
04039 TIMOTHY WHITTINGTON								
	12-01289	05/16/12	2012 EQUIP. ALLOWANCE	Open	71.15	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04057 ELLEN WILL	13-01928	06/27/13	MEDICAL CLAIMS-V	Open	280.95	0.00		
04097 CINTAS FIRST AID AND SAFETY*	13-01811	06/18/13	RECREATION DEPARTMENT	Open	694.60	0.00		
	13-01913	06/25/13	FIRST AID/CUBE VAN/DPW	Open	338.92	0.00		
	13-01916	06/25/13	FIRST AID SUPPLIES- TOWNHALL	Open	87.20	0.00		
					<u>1,120.72</u>			
04105 PITNEY BOWES GLOBAL FINANCIAL	13-01807	06/17/13	MAIL MACHINE JUNE 2013	Open	451.00	0.00		
04126 NICK OLEXA	13-01848	06/21/13	SOCCER OFFICIAL	Open	160.00	0.00		
04158 HUFFMAN'S FLOOR COVERING*	13-00746	03/13/13	RENOVATIONS AT MILLMAN CENTER	Open	24,803.00	0.00		B
04300 W B MASON CO INC*	13-01308	05/09/13	SUPPLIES	Open	222.73	0.00		
	13-01332	05/13/13	K-CUP PACK- MANAGERS OFFICE	Open	47.94	0.00		
	13-01397	05/16/13	SUPPLIES	Open	71.39	0.00		
	13-01498	05/29/13	COLORED PAPER NOTICES/FLYERS	Open	120.00	0.00		
	13-01513	05/31/13	COLORED PAPER FLYERS/NOTICES	Open	160.00	0.00		
					<u>622.06</u>			
04320 PREMIER OFFICE SUPPLY*	13-01468	05/28/13	OFFICE SUPPLIES	Open	114.24	0.00		
04445 TRICOMM SERVICES CORP*	13-01531	06/04/13	MOVE EXTENSIONS AT REC CENTER	Open	127.50	0.00		
	13-01533	06/04/13	MOVE OLD LINES TO NEW OFFICE	Open	255.00	0.00		
					<u>382.50</u>			
05071 SHORE SOUND ENTERTAINMENT*	13-01719	06/07/13	COMMUNITY DAY BAND	Open	600.00	0.00		
05081 SYSTEMS AND NETWORK ENGINEERS*	13-01817	06/19/13	NETWORK SERVER PROJECT ENG SVC	Open	2,800.00	0.00		B
05100 CHARLES W. SANDMAN, III ESQ	13-00268	01/23/13	2013 LITIGATION MONTHLY \$50k	Open	4,166.66	0.00		B
06019 AFFORDABLE FIRE PROTECTION INC	13-00756	03/14/13	MILLAN FIRE SUPPRESSION SYS	Open	46,750.00	0.00		B
06030 JACK FICHTER*	13-01455	05/24/13	PUBLIC INFORMATION OFFICER	Open	2,000.00	0.00		B
6059 USABLE LIFE	13-01923	06/26/13	JULY 2013 LIFE INSURANCE	Open	444.44	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6061 AMERIHEALTH ADMINISTRATORS	13-01929	06/27/13	JULY 2013 ADMIN &STOP LOSS FEE	Open	54,407.38	0.00		
6063 CAPE MINING & RECYCLING, LLC*	13-01756	06/10/13	SAND/ PKDUP	Open	114.05	0.00		
6069 DANIEL BOLLINGER	13-01671	06/06/13	REFUND FENCE PERMIT	Open	189.00	0.00		
6076 D BAY PARTNERS, LLC	13-01877	06/25/13	RETURN OF UNUSED ESCROW	Open	10.00	0.00		
6077 LINDA STEVENSON	13-01881	06/25/13	REFUND FOR BACKGROUND CHECK	Open	41.00	0.00		
BAC TAX BAC TAX SERVICE CORP	13-01914	06/25/13	REFUND 1&2ND QUARTER 2013 TAX	Open	1,333.21	0.00		
BLAUE BLAUER ASSOCIATES INC*	13-00857	03/26/13	DCA#13-00122-00 ADA REC/FISHIN	Open	950.00	0.00		B
	13-01876	06/24/13	DCA #11-0353-00 VILLAS STORM	Open	300.00	0.00		
					<u>1,250.00</u>			
DIAMONDB DIAMOND BEACH LP	13-01822	06/19/13	RETURN OF UNUSED ESCROW	Open	32.50	0.00		
	13-01823	06/19/13	RETURN OF UNUSED ESCROW	Open	51.22	0.00		
					<u>83.72</u>			
G-ISL ISLAND TROPHIES	13-01808	06/18/13	RETIREMENT PLAQUE	Open	60.00	0.00		
G-YAP CENTER FOR COMMUNITY ARTS	13-01653	06/05/13	SUMMER ART PROGRAM 2013	Open	6,500.00	0.00		
HANDB BRENTON HAND, JR	13-01824	06/19/13	RETURN OF UNUSED ESCROW	Open	23.16	0.00		
HATCH JERRY HATCH	13-01828	06/19/13	RELEASE OF DEMO BOND	Open	10,000.00	0.00		
MCMAST SANDRA MCMASTER	13-01532	06/04/13	ASSIGNING FEE GIRLS LACROSSE	Open	75.00	0.00		
REEB MICHAEL REEB	13-01754	06/07/13	INFLATABLES FOR COMMUNITY DAY	Open	250.00	0.00		
Total Purchase Orders: 132				Total P.O. Line Items: 320	Total List Amount: 1,557,771.73	Total Void Amount: 0.00		

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

RESOLUTION # 2013-187

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Amount</u>
Ameri Health Admin	13-01926	Health Insurance & RX	\$42394.70
			Total Manual Checks \$ 42,394.70
			Total Computer Generated \$ 1,557,771.73
Total Bill List			\$1,600,166.43

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 01, 2013.


Julie Picard, Township Clerk

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

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

RESOLUTION #2013-188

TITLE: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 742.01 LOT 22, 933 SHUNPIKE ROAD; JERRY HATCH & JOAN FLOOD

WHEREAS, Jerry S. Hatch posted a Demolition Bond with the Township of Lower, in the amount of \$10,000.00; and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued June 14, 2013; and

WHEREAS, a demolition bond was required by Zoning Board Resolution #11-12-ZBA and this requirement is now satisfied; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the Governing body thereof, that the demolition bond be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$10,000.00 plus any accrued interest for payment of the above released demolition bond.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 1, 2013.



Julie A Picard, Township Clerk

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

MEMORANDUM

TO: Mayor Michael Beck &
Council Members

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

DATE: June 19, 2013

RE: Release of Demolition Bond
Jerry Hatch & Joan Flood
933 Shunpike Road
Block 742.01, Lot 22
Resolution #2013-188

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued June 14, 2013. Thank you.

WJG:las

att.

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

RESOLUTION #2013-189

TITLE: AUTHORIZATION FOR REFUND OF TAXES

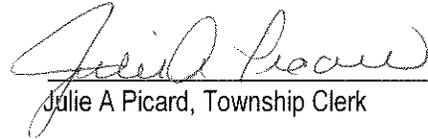
WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below:
and

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>
496.04	6	BAC Tax Services	disabled veteran	1,333.21

I hereby certify the foregoing to be a resolution adopted by the governing body at a meeting held on July1, 2013.


Julie A Picard, Township Clerk

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

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

RESOLUTION #2013-190

TITLE: AWARD OF CONTRACT TO CENTER FOR COMMUNITY ARTS

WHEREAS, there exists a need for the services of the Center for Community Arts in the Township of Lower in the County of Cape May, State of New Jersey; and

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A with the total cost for all services not to exceed Thirteen Thousand Dollars (\$13,000.00) , pursuant to contract between the Township and the Center for Community Arts and,

WHEREAS, the CFO has determined sufficient funds are available in the budget under Parks and Recreation, Summer Art Camp, 3-01-28-370-257 as evidenced by the

CFO's signature 

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor is hereby authorized and directed to sign the attached agreement with the Center for Community Arts.

I hereby certify the foregoing to be a resolution adopted by the Township Council on July 1, 2013.


Julie A. Picard, Township Clerk

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

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

RESOLUTION #2013-191

TITLE: RESOLUTION APPOINTING WILLIAM MASTRIANA AS THE ACTING CHIEF OF POLICE

WHEREAS, Brian Marker, Chief of Police retired June 30, 2013, and

WHEREAS, Captain William Mastriana will be replacing Chief Marker as Acting Chief of Police for the Township of Lower; and

WHEREAS, William Mastriana has requested an employment contract outlining the terms and conditions of his employment; and

WHEREAS, the attached agreement has been reviewed and approved by both William Mastriana and the Township of lower.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that Captain William Mastriana be promoted to Acting Chief of Police effective July 1, 2013 and the attached agreement is hereby ratified.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 1, 2013.


Julie A. Picard, Township Clerk

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

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

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

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ORIGINAL
Chief's office

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

THIS AGREEMENT dated July 1, 2013 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the "**Township**") and **William Mastriana**, of North Cape May, New Jersey 08204, (herein referred to as "**The Chief**").

RECITALS

- (a) The current Chief of Police of the Township of Lower has notified the Township of his intent to retire.
- (b) The Township desires to have an orderly and immediate transfer of the responsibility of the Chief of Police to a new Chief.
- (c) The Township has determined to appoint William Mastriana as its Acting Chief of Police and desires to enter into an agreement with William Mastriana to provide for the terms and conditions of employment as the Acting Chief of Police of the Township of Lower and if subsequently appointed, in accordance with the New Jersey Civil Service Statute and Regulations, Chief of Police of Lower Township.

NOW THEREFORE the parties agree as follows:

ARTICLE 1

EMPLOYMENT: The Township agrees to appoint and employ William Mastriana as the Acting Chief of Police of the Township of Lower Police Department and if subsequently appointed, in accordance with the New Jersey Civil Service Statute and Regulations, Chief of Police of Lower Township subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2

MANAGEMENT RIGHTS: The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except

those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

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

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

ARTICLE 4

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

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

However, the Chief shall work an average of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. All parties endorse a policy

of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

ARTICLE 5

SICK LEAVE: The Chief shall be entitled to utilize accumulated sick leave as provided for in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 6

INJURY LEAVE: The Chief shall be entitled to injury leave as provided for in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract..

ARTICLE 7

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

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

ARTICLE 8

VACATION DAYS: The Chief shall be entitled to the same vacation schedule based on years of service as provided for in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.

The position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to carry forward accumulated vacation time into the following year which must be used by December 31st thereof.

ARTICLE 9

HOLIDAY TIME: The Chief shall be entitled to the same holidays as provided for in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 10

PERSONAL DAYS: The Chief shall be entitled to the same number of personal days as provided for in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.. (Such personal days shall not accumulate from year to year.)

ARTICLE 11

MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:

1. The Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.
2. Upon retirement the Chief of Police shall be entitled to receive retiree health, dental, prescription and eye insurance coverage consistent with the then current Township of Lower Police Superior Officers' Collective Bargaining Contract, as though the Chief of Police was a retired member of that unit. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the drug prescription plan as provided for in the current Township of Police Superior Officers' Collective Bargaining Contract, as if the Chief of Police were still living so long as she does not co-habitate or re-marry.
3. Upon reaching the age of sixty-five (65) years of age or whenever the retired Employee is first eligible for medicare, the Township shall provide to the Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or whenever the retired Employee is first eligible for medicare as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement.

ARTICLE 12

CLOTHING ALLOWANCE:

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

ARTICLE 13

PERSONAL CAR:

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

ARTICLE 14

COLLEGE CREDITS: The Chief of Police shall be entitled to payment for college credits as specified in the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 15

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

1. During the period that the Chief serves as Acting Chief, the sum of \$130,000 per annum.
2. Upon certification by the New Jersey Department of Personnel as "Chief", a one time increase in base wages of \$2,000.00.
3. A 2% raise on both 1/1/14 and 1/1/15
4. The Chief and the Township agree to discuss the potential for a wage adjustment should there be a merger of police departments or should the Township's Police Department enter into a contract to provide police services to another municipality.

ARTICLE 16

LONGEVITY PAY INCREASES:

1. Upon the effective date of this contract, the Chief of Police shall no longer be paid Longevity Pay in addition to his annual base salary.

ARTICLE 17

RETIREMENT:

The Chief shall retain all pension rights under New Jersey Law.

Upon retirement, the Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Chief may elect that such payments be made over two (2) budget years prior to the Chief's 25th year of service and/or retirement date.

ARTICLE 18

LEGAL DEFENSE:

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

similarly be responsible for indemnification and counsel, in connection with all claims including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement.

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

ARTICLE 19

PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES:

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the same is approved by the Township Manager in advance. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, shall be paid by the Township, unless otherwise agreed.
2. International Association of Chiefs' of Police Annual Training Conference: The Township agrees to grant paid training time off including travel time, of no more than five (5) days, for the Chief of Police to attend the annual International Association of Chiefs' of Police Training Conference which is held in various states throughout the United States each year. All costs and expenses associated with attendance shall be the responsibility of the Chief. However, the Chief may submit receipts for expenses incurred to the Township Manager up to a total of \$500.00 which will be paid upon approval of the Township Manager after a determination that the same are appropriate and necessary.

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

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

the New Jersey State Association of Police, the New Jersey F.B.I. National Academy Associates, and the International Association of Chiefs' of Police. The amount of membership dues shall not exceed the actual cost.

ARTICLE 20

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

ARTICLE 21

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the 2012-2015 Township Police Superior Officers' Collective Bargaining Contract however, the parties agree that unless a benefit is specifically referred to in this agreement, the Chief will not be entitled to the benefit.

ARTICLE 22

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

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

ARTICLE 23

SEPARABILITY AND SAVINGS AND APPLICATION:

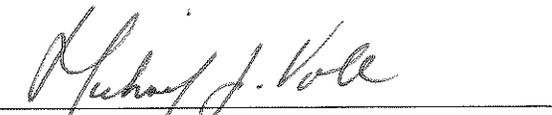
1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

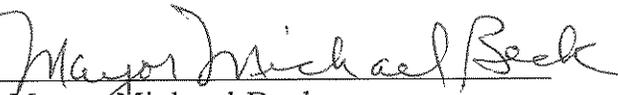
ARTICLE 24

TERM: The term of this Agreement shall commence upon the appointment of the Chief to position of Acting Chief and shall continue through December 31, 2015 and thereafter from year to year until otherwise negotiated by the parties. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes. The terms of this Agreement may only be modified by the mutual consent of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 1st day of July, 2013.

BY: 
William Mastriana, Chief of Police

BY: 
Michael Voll, Township Manager

BY: 
Mayor Michael Beck

BY: 
Julie Picard, Township Clerk

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

RESOLUTION #2013-192

TITLE: ISSUANCE OF FINAL ICE CREAM PEDDLING TRUCK AND OPERATOR LICENSES FOR THE YEAR 2013

WHEREAS, Eric and Kelly Blum T/A Kona Ice Blum Family LLC has submitted an application for the fourth and final Ice Cream Peddling License for the year 2013; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the Clerk be authorized to issue the following vehicle and operator licenses for the year 2013, after inspection of the vehicle with the Police Department

Ice Cream Operator License

Eric Blum
Kelly Blum

Ice Cream Peddling Business License

2013 Chevrolet Van Vin # 1GB0G2BA9D21129968

BE IT FURTHER RESOLVED, that anyone selling in conjunction with this license will do so only upon proper application and license approval by the Township.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting on July 1, 2013.


Julie A. Picard, Township Clerk

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

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

RESOLUTION #2013-193

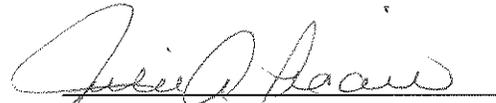
TITLE: RESOLUTION AWARDING CONCESSION STAND LEASE FOR THE LOWER TOWNSHIP SWIMMING POOL

WHEREAS, the Township of Lower advertised on June 7, 2013 for the Pool Concession Stand Lease on and accepted bids on June 18, 2013 at 11:00 a.m. to operate a concession stand located at the Lower Township Swimming Pool, Winslow Avenue, North Cape May, New Jersey (the "Swimming Pool Concession") for the years 2013 and 2014; and

WHEREAS, one bid was received and reviewed by the QPA and the Director of Parks and Recreation and it was determined that Holly Melo was the successful bidder and had provided all required documentation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Swimming Pool Concession is awarded to Holly Melo for the sum of One Thousand Five Hundred Dollars (\$1500) for the years 2013 and 2014.

I hereby certify the foregoing to be a Resolution adopted by the Township Council held on July 1, 2013.


Julie A Picard, Township Clerk

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

2013-13 Re-Bid PROPOSAL FORM

2013 and 2014 Pool Season- Lower Twp Pool Concession Bid

The Township will award the contract to the highest proposed bid price minimum bid must be at least \$1500.00. The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

***MINIMUM BID MUST BE \$1,500.00**

2013 SEASON:

\$ 1,500.00

One thousand five hundred dollars and No/100
Amount in numbers
Amount in words

2014 SEASON:

\$ 1,500.00

one thousand five hundred dollars and No/100
Amount in numbers
Amount in words

Melo Concessions
Company Name

154586210
Federal I.D. # or Social Security #

208 Lennox Ave
Address

Holly Melo
Signature of Authorized Agent

Holly Melo
Type or Print Name

Title: _____

609 425-4254
Telephone Number

6/17/2013
Date

Fax Number

melo5@verizon.net
E-mail address

***Upon award of contract Vendor must provide:**

- Business Registration Certificate**
- Insurance Certificate listing Township of Lower as additionally insured**
- Hold Harmless Agreement**
- Lower Township Mercantile License**
- Total Payment of Lease**

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

RESOLUTION #2013-194

**TITLE: APPOINTMENT OF RONALD J GELZUNAS, ESQ. AS
CONFLICT COUNSEL**

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11 *et seq* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, given certain potential conflicts of the Township Solicitor, Ronald J. Gelzunas, Esquire of Ronald J. Gelzunas, LLC desires to represent the Township in certain matters and the Township desires to retain Ronald J. Gelzunas for such purpose; and

WHEREAS, the initial amount of the contract for Conflict Counsel shall be at the rate of \$125.00 per hour in an amount not to exceed \$15,000.00, which amount may only be exceeded by further Resolution of the governing body and approval of submitted and pre-approved purchase orders; and

WHEREAS, the term of this contract will be until December 31, 2013; and

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

Appropriation 3-01-20-155-299 Signature: 

WHEREAS, Ronald J Gelzunas 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, County of Cape May, State of New Jersey hereby appoints Ronald J Gelzunas as Conflict Attorney and approves the contract for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification 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 Resolution adopted by the Township Council at a meeting held on July 1, 2013.


Julie A. Picard, Township Clerk

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

Professional Service Agreement

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), made this 1st day of July, 2013, by and between the Township of Lower, a municipal corporation of the State of New Jersey, with offices located at 2600 Bayshore Road, Villas, New Jersey 08251 (the "Township") and RONALD J. GELZUNAS, an attorney licensed to practice law in the State of New Jersey, whose address is 7009 Park Blvd., Wildwood Crest (the "Contractor").

WITNESSETH:

WHEREAS, the Township desires to employ the Contractor as its conflict council to perform those services as set forth in this Agreement and in the Township's Administrative Code; and

WHEREAS, the Contractor desires to be employed by the Township as its conflict counsel in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Township and Contractor, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. Award. Contractor, pursuant to duly published notice of award per Resolution # 2013-194 of Township accepting professional services ("Resolution"), adopted July ___, 2013, and which Resolution is herein incorporated by this reference, agrees to perform all work and/or services required by the Resolution and this Agreement, and to otherwise comply with all requirements contained therein.

2. Assignment. Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of his Agreement, or any part thereof, or its rights, title or interest therein, without first obtaining the written consent of the Township. Notwithstanding the above, the Township consents to the use by the Contractor, under the direct supervision of the Contractor, of other attorneys employed by the same law firm as the Contractor, provided they are licensed to practice law and in good standing in the State of New Jersey.

4. Licenses/Certifications. Contractor is hereby engaged to work in the capacity of conflict counsel in and for the Township, and hereby represents that he is an attorney and in good standing with the State of New Jersey, and possesses all the requisite licenses and permits to perform all work contemplated under the terms of this Agreement, and will so continue to be throughout the duration of this Agreement.

5. Term. Contractor shall enter into the service and commence his employment hereunder on the date of the Resolution, and the employment shall continue through December 31, 2013.

6. Duties/Responsibilities. The Contractor shall faithfully and to the best of his abilities perform the duties and services of the conflict counsel of the Township of Lower. The Contractor shall devote such time as I reasonably necessary for the performance of such duties.

7. Independent Counsel. The Township reserves the right to appoint independent counsel for any special litigation where the Township deems special expertise and/or knowledge to be necessary.

8. Compensation. In consideration for Contractor faithfully performing his obligations under this Agreement, Township agrees to compensate Contractor an amount not to exceed FIFTEEN THOUSAND (\$15,000.00) DOLLARS payable at the hourly rate of \$125.00 ("Compensation").

9. Termination. Should Contractor fail to carry out the terms of this Agreement as herein prescribed, Township may cancel or rescind this Agreement in its entirety, and serve notice of said cancellation or rescission to Contractor at his last known address. Nothing contained herein, however, shall prevent Township from pursuing whatever remedies it may have at law.

10. Cooperation. Contractor shall receive messages and work with the Mayor, Committee, Administrator, Department Heads, and all others as directed by Committee, from time to time, who shall be the Township's representatives.

11. Anti Discrimination Laws. During the performance of this Agreement, the Contractor agrees to comply with the provisions of N.J.S.A. 10:2-1, N.J.S.A. 10:5-33, which are incorporated herein by reference, and as follows:

(a) The Contractor, 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 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 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 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 non-discrimination clause.

(b) The Contractor, 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 or sex.

(c) The Contractor, 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 Contractor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor, 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 Contractor 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 Contractor, 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 Contractor, 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 Contractor, 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.

12. Miscellaneous Provisions.

(a) Contractor and Township agree that time is of the essence in the faithful performance of this Agreement.

(b) This Agreement represents the entire agreement by and between the parties and may only be amended by a written instrument signed by the parties.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, pursuant to Resolution #2013-194.

Signed, sealed and delivered in the presence of:

ATTEST:

TOWNSHIP OF LOWER

Julia A. Leaw

By: Michael Beck
Michael Beck, Mayor

WITNESS:

CONTRACTOR

Angela A. Ramez

RJ Gelzunas 7-13
Ronald J. Gelzunas, Esquire

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 RONALD J. BELZUMAS 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
Glenn Douglass	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:

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

Name of Stock or Shareholder	Home Address
RONALD J. BELZUMAS	2009 PARK BLVD., WILLOWOOD CREST, 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: RONALD J. BELZUMAS LLC
 Signed: [Signature] Title: ATTORNEY SOLE MEMBER
 Print Name: RONALD J. BELZUMAS Date: 7-1-13

Subscribed and sworn before me this 1 day of July, 2013.

My Commission expires:

[Signature]
RON BELZUMAS, ATTORNEY
 (Print name & title of affiant) (Corporate Seal)

Angela A. Daniels
Notary Public
State of New Jersey
My Commission Expires 02/07/2016

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.

Sworn and Subscribed before me
This 1st day of July, 2013.

Angela A. Daniels
Notary Public

IZ [Signature] 7-1-13

Angela A. Daniels
Notary Public
State of New Jersey
My Commission Expires 02/07/2016

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: RONALD J. GELZINAS LLC

Name of Agent: RONALD J. GELZINAS

Title: ATTORNEY, SOLE MEMBER

Date: 7-1-13

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

RESOLUTION #2013-195

TITLE: RESOLUTION ACCEPTING BID & AWARDING THE CONTRACT FOR RESURFACING OF THE BASKETBALL AND TENNIS COURTS AND INSTALLATION OF NEW TENNIS POSTS, NETS, NEW BASKETBALL POLES AND BACKBOARDS AT MITNICK PARK

WHEREAS, bids were advertised on May 29, 2013 and due on June 26, 2013 at 11:00 a.m. for Resurfacing of the Basketball and Tennis Courts and installation of New Tennis Posts, Nets, New Basketball Poles and Backboards at Mitnick Park; and

WHEREAS, one (1) proposal was submitted and reviewed by the QPA and Engineer, and the bidder complied with the specifications and supplied all required certifications and bid documents; and

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

C-04-55-410-640
Appropriation #


Lauren Read, CFO

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the contract for the above is hereby awarded to the lowest qualified responsible bidder as follows:

AWARD TO: Nickolaus Construction Company, Inc.

AMOUNT: \$30,880.00

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

I hereby certify the foregoing Resolution was adopted by the Township Council at a meeting held on July 1, 2013.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	+		+			
NEVILLE		+	+			
DOUGLASS			+			
CLARK			+			
BECK			+			

Julie Picard

From: Margaret Vitelli <mvitelli@townshipoflower.org>
Sent: Wednesday, June 26, 2013 11:35 AM
To: Mitch Plenn (Mitch Plenn); George Curvan Township Eng
Cc: Mike Voll; Julie Picard
Subject: Basketball/tennis court bid results
Attachments: ~OT1043P000F.PDF

I received one bid for the resurfacing of the basketball and tennis courts and installation of new tennis posts/nets and new basketball poles and backboards at Mitnick park which came in well under estimated amount! (The budgeted capital amount was \$56,300.00) George has reviewed the documents and recommends to award:

Nickolaus Construction Co Inc.
\$30,880.00

Appropriation # C-04-55-410-640
Ord# 2012-10
Bid Advertised on 05/29/2013
Open 06/26/2013 11:00 am
Award July 1, 2013

Margaret Vitelli QPA
Purchasing Agent
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
609-886-2005 x123
mvitelli@townshipoflower.org

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids dated 5/29/2013, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the Jonathon Hoffman Basketball and Tennis Courts Resurfacing Project, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the TOWNSHIP OF LOWER prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices **must** be exact.

Contract Time: 30 Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days:	\$500.00 per calendar day
Sixteen (16) to Thirty (30) Days:	\$1,000.00 per calendar day
Greater Than Thirty (30) Days:	\$2,000.00 per calendar day

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	Acrylic Surface Coating	\$ 18,000.—	\$ 18,000.—
2	2	UNIT	Basketball Posts, Backboards and Nets	\$ 4,000.—	\$ 8,000.—
3	4	UNIT	Tennis Post	\$ 1,000.—	\$ 4,000.—
4	2	UNIT	Net Reel	\$ 100.—	\$ 200.—
5	2	UNIT	Tennis Net	\$ 300.—	\$ 600.—
6	4	UNIT	Ground Socket	\$ 20.—	\$ 80.—
				\$ 30,880.—	

TOTAL AMOUNT BID BASED ON ESTIMATED QUANTITIES FOR ITEMS 1 - 6

Thirty thousand eight hundred eighty + ^{xx}/₁₀₀ dollars.

TOTAL AMOUNT BID WRITTEN OUT

[Handwritten Signature]

SIGNATURE

Steven D. Nicholas, Pres.

NAME & TITLE (TYPE OR PRINT)

6/26/13

BID DATE

Nickolaus Const & Co., Inc.

COMPANY NAME (TYPE OR PRINT)

NICKOLAUS CONSTRUCTION COMPANY, INC.
P.O. BOX 2322
VINCENTOWN, NJ 08088

sdnickolaus@verizon.net

*OFF. (609) 859-8668
CELL# (609) 820-4667*

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

RESOLUTION #2013-196

TITLE: Resolution Authorizing a Shared Services Agreement Between the Township of Lower and the Borough of West Cape May to Provide Uniform Construction Code Services

WHEREAS, N.J.S.A. 40A:65-1, et seq., authorizes a municipality to enter into a contract with any other local municipality for shared and consolidated services; and

WHEREAS, the Township of Lower's original contract with the Borough of West Cape May to provide Uniform Construction Code Services reflects a termination date of July 24, 2013; and

WHEREAS, the Township of Lower is required to add an additional year to comply with the four (4) year minimum requirement of the Uniform Construction Code 5:23-4.6(b)(2); and

WHEREAS, the Township of Lower is requesting an an additional four (4) year Shared Service Agreement with the Borough of West Cape May to provide Uniform Construction Code Services with the final expiration date of July 24, 2018; and

WHEREAS, the Township of Lower has determined it would be in the best interest of the public to enter into an shared services agreement (a copy of which is attached hereto as exhibit 1) with the Borough of West Cape May to provide Uniform Construction Code Services;

NOW THEREFORE, BE IT RESOLVED by the governing body of the Township of Lower, County of Cape May, State of New Jersey, that the Mayor and the Clerk are hereby authorized and directed to execute a shared services agreement with the Borough of West Cape May to provide Uniform Construction Code Services in conformance with the Uniform Construction Code Act and which shall remain on file and open to public inspection in the Office of the Township Clerk.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 1, 2013.


Julie A Picard, Township Clerk

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

**SHARED SERVICES AGREEMENT TO PROVIDE
UNIFORM COSTRUCTION CODE SERVICES**

THIS SHARED SERVICES AGREEMENT ("Agreement") made this ____ day of _____, 2013, by and between the TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey, with a principal place of business of 2600 Bayshore Road, Villas, NJ 08251 (hereinafter referred to as "LOWER"), and the BOROUGH OF WEST CAPE MAY, a municipal corporation in the State of New Jersey with a principal place of business located at 732 Broadway, West Cape May, New Jersey 08204 (herein referred to as "WCM").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes agreements between municipalities for the provision of service by one municipality for another; and

WHEREAS, the enforcement of the Uniform Construction Code requires WCM to review applications for construction or development to insure compliance with the codes and to review and inspect ongoing construction projects to insure compliance with the Code; and

WHEREAS, the Commissioners of WCM, having considered the matter, believe that these Uniform Construction Code services may be more efficiently and economically provided by entering into a Shared Services Agreement with the neighboring municipality for these services; and

WHEREAS, LOWER has agreed to provide these services.

NOW, THEREFORE, it is hereby agreed as follows:

1. Nature and Extent of Services. LOWER agrees to provide to WCM Uniform Construction Code Services, including administration and enforcement, under the following terms:

A. yearly Maintenance Fee of \$1,200 required by Mitchell Humphrey will be the responsibility of WCM as set forth in Exhibit A.

B. WCM will provide funds in an amount to be determined based on the percentage of work left open, on a pro rate basis of the total permit fee for any previously issued open permits to cover future inspections.

C. LOWER will retain 100% of the permit fees and be responsible for remitting payments and reports to DCA for all new permits issued.

D. Lower Township is a Class 1 Agency and will be responsible for all plan review. Current Fee Schedule is attached as Exhibit B.

2. Administration.

A. Licensed Personnel on Staff. Lower presently maintains and following in its Construction Office which will also be utilized to administer this Agreement:

- (1) One (1) full-time Construction Code Official/Building Sub-Code Official;
- (2) One (1) full-time Building Inspector;
- (3) One (1) part-time Electrical Sub-Code Official Inspector.
- (4) One (1) part-time Plumbing Sub-Code Official/Inspector Fire Sub-Code Official.
- (5) Part-time Fire Inspector.

A list of current inspectors is attached hereto as Exhibit C.

B. Hours of Operation.

(1) The Construction Office shall be open 8:30 A.M. to 4:30 P.M. during the normal business week; and

(2) Lower will determine the staffing levels and days and hours of operation based on its budgetary constraints, subject to the same level of services being provided to WCM as currently provided to Lower.

C. Excluded Activities.

(1) Zoning Officer: Each municipality shall make provisions for the employment of an individual to handle the duties and responsibilities of Zoning Officer for their respective jurisdictions.*

(2) Code Enforcement: Each municipality shall make provisions for the employment of an individual to handle the duties and responsibilities of Code Enforcement in their respective jurisdictions.*

*Already in place in both municipalities.

3. Fees.

All fees for administration and enforcement shall be in accordance with those fees as set forth in Lower's Municipal Construction Fee Ordinance and by standards established by the New Jersey Department of Community Affairs. Fees shall be collected and retained by Lower; and may be modified by Lower in its discretion, provided that the same fees apply to WCM as apply to Lower. Costs are those defined in the Uniform Construction Code 5:23-4.17 to 4.19. A schedule of current fees is attached hereto as Exhibit B.

Lower shall submit annual, bi-annual, or monthly reports as required to be made by statute or regulation by the Construction Official. WCM will be provided with any reports prepared by the Construction Official simultaneous with the submission of any such reports. Lower agrees to provide ad hoc reports as requested by WCM.

4. Construction Permit Applications.

An application for a construction permit shall follow the procedures set forth in subchapter 2 of the Uniform Construction Code regulations N.J.A.C. 5:23-2.15 "Construction Permits," and shall be submitted at the Lower Township Construction office located at 2600 Bayshore Road, Villas, NJ 08251. The current hours of operation are 7:30 A.M. to 4:30 P.M., Monday to Friday.

A statement that all required State, County, and Local prior approvals have been given as required by N.J.A.C. 5:23-2.15(a)5 shall be submitted with the permit application, including such certification as the Construction Official may require.

When required, Local Approval shall mean:

- (a) Zoning permit from WCM's Zoning Official;
- (b) Construction permit from Lower Construction Official
- (c) Water and Sewer.

5. Location of Records.

All active files, records and supporting documentation shall be maintained on file in the offices of the Enforcing Agency (Lower).

6. Reporting Requirements

Lower shall provide WCM with a copy of its annual income/expense report for the Construction Office by January 30 of the following calendar year for which the report is prepared.

7. Duration of Agreement.

This Agreement shall continue for a term of four (4) years pursuant to N.J.S.A. 40A:65-7(4). It shall commence effective July 25, 2013 and terminate July 24, 2018.

8. Termination.

Lower shall have the right to terminate this Agreement in its sole discretion with or without cause by providing one hundred twenty (120) days written notice to WCM. WCM shall have the right to terminate this Agreement in its sole discretion with or without cause providing one hundred twenty (120) days written notice to Lower.

IN WHITNESS WHEREOF, the parties have hereunto caused their proper offers to sign and their respective corporate seals to be affixed hereto, the day and year first above written.

ATTEST:

TOWNSHIP OF LOWER, a municipal
corporation of the State of New Jersey

Julie A. Picard, Clerk

BY: _____
Michael E. Beck, Mayor

ATTEST:

BOROUGH OF WEST CAPE MAY, a municipal
corporation of the State of New Jersey

Elaine L. Wallace, Clerk

BY: _____
Pamela Kaithern, Mayor

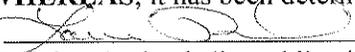
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2013-197

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

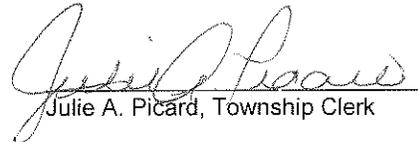
WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated vacation, sick and compensatory and personal time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a revised payment due to Brian Marker in the amount of \$ 31,375.00 is authorized and chargeable to the Reserve for Accumulated Absences.

I hereby certify this is the original resolution adopted by the Township Council on July 1, 2013.


Julie A. Picard, Township Clerk

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

Marker

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 DATE: 6/5/2013

EMPLOYEE: Marker, Brian
 DATE OF RETIREMENT: 7/1/2013
 DATE OF PAYMENT: _____
 RESOLUTION #: _____

Annual Salary:	\$130,000.00
Longevity	
Hourly Rate:	\$62.50

TERMINAL LEAVE:			
	Hours	Rate	Total
Personal	24.00	62.50	1,500.00
Sick*	0.00	0.00	0.00
Vacation	430.00	62.50	26,875.00
Holidays	48.00	\$62.50	\$3,000.00
Terminal Leave Payout			\$31,375.00

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)
	Carryover	Annual Accrual	26 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid
Personal		48.00	0.50	24.00	0.00	24.00
Sick*	766.50	128.00	0.50	64.00	480.00	0.00
Vacation	426.00	200.00	0.50	100.00	96.00	430.00
Holidays (6)		120.00	6 holidays	48.00		48.00
Total		496.00		188.00	576.00	454.00

Accrual and time used are current to _____ subject to change if time is used or not currently reported.

Employee Signature: _____
 Date: _____

Treasurer's Signature: _____
 Date: _____

*Max. of 180 days (1440 hours) to be paid in regular retirement.

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

RESOLUTION #2013-198

**TITLE: ANNUAL RENEWAL OF FINAL LIQUOR LICENSE FOR THE YEAR
2013-2014**

WHEREAS, an application has been made by the persons, firms, and/or corporations hereinafter named for renewal of Plenary Retail Consumption Licenses heretofore granted by this issuing authority; and

WHEREAS, all things required to be done by the said applicants have been done, including the payment of the required fees and all laws and regulations for the control of alcoholic beverages; and

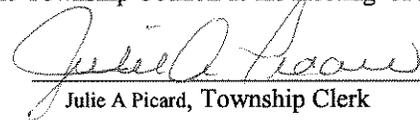
WHEREAS, no written objections to the renewals have been received; and

WHEREAS, this governing body is of the opinion that said applications should be granted and licenses issued.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council, the Municipal Issuing Authority, that the licenses be issued to the person, firms and/or corporations named below for the period of one year commencing July 1, 2013 through June 30, 2014.

**Cape May Two Brothers
T/A Captain's Cove - Mayer's Bar
1216 Rt. 109
Lower Township**

I hereby certify this is the original resolution adopted by the Township Council at the meeting of July 1, 2013


Julie A Picard, Township Clerk

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

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

RESOLUTION #2013-199

TITLE: APPOINTMENT TO THE RECREATION ADVISORY BOARD

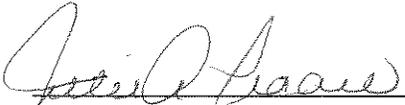
WHEREAS, Jay Eppenbach, Alternate Member of the Recreation Advisory Board had a term expiring on June 30, 2013; and

WHEREAS, Council has reviewed the applications on file including those of all members who have applied for reappointment.

NOW, THEREFORE, BE IT RESOLVED the following individual is hereby appointed.

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Luke J. Gegan	Alternate Member	June, 2016

I hereby certify the foregoing to be a Resolution adopted by the Township Council at a meeting held on July 1, 2013.


Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			/			
NEVILLE		X	/			
DOUGLASS	X		/			
CLARK			/			
BECK			/			

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

RESOLUTION # 2013-200

TITLE: A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.”

WHEREAS, the Township Council of the Township of Lower is subject to certain requirements of the Open Public Meetings Act, N.J.S.A 10:4-6, et seq., and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- _____ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- _____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.
- X**_____ (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

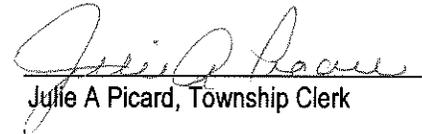
_____ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on July 1, 2013 that an Executive Session closed to the public shall be held on this date at approximately 7:13 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

I hereby certify the foregoing to be a resolution adopted by the Township Council on July 1, 2013.


Julie A Picard, Township Clerk

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