

# WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

June 1, 2015 - 7:00 P.M.

## Meeting called to order.

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

Lt. Martin Biersbach – NIXEL System – Manager Jim Ridgway

Lois Grimes - Coast Guard Aux Flotilla 86

## Work Session

Steve Delmonte - Update on Escape the Cape Triathlon – Councilman Tom Conrad

## Consent Agenda

Approval of Minutes May 18, 2015

Res. #2015-169 Payment of Vouchers \$606,671.70

Res. #2015-170 A Resolution Requesting Reduction of Performance Guarantee for Lighthouse Pointe Marina Condo Association of Cape May, Inc. (\$7,950. Reduction)

Res. #2015-171 A Resolution Authorizing and Approving A Shared Service Agreement Between the Township of Lower and the County of Cape May for Law Enforcement Coverage at a Township Event (Escape the Cape triathlon)

Res. #2015-172 A Resolution Authorizing and Approving A Shared Service Agreement Between the Township of Lower and the Township of Middle – "Middle and Lower Township Bike path Connector"

Res. #2015-173 Authorization for the Payout of Accumulated Compensatory Time (M.lames \$1,039.45)

Res. #2015-174 Bid Rejection for HVAC Service Agreement for Various Locations in Lower Township (Twp abandoned the project)

Res. #2015-175 Renewal of 2015 Campground Licenses (Cold Spring/Holly Shores)

Res. #2015-176 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Clean Communities \$79,302.73)

## Regular Agenda

Res. #2015-177 Payment of Vouchers \$35,000 (L/T Rescue)

Res. #2015-178 Authorization for Clothing Allowance (5 detectives@ \$900 each Total \$4,500.)

## Council Comments

## Call to the Public

## Adjournment

## COUNCIL MEETING MINUTES – May 18, 2015

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on May 18, 2015 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

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

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

George Swoyer - NJLM Scholarship Winner

Mayor Beck introduced LCMR senior, George Swoyer, one of three statewide semi-finalists of the Louis Bay 2<sup>nd</sup> Future Municipal Leaders Scholarship Competition, and presented him with a \$1,000 check from the New Jersey State League of Municipalities. A photograph of Mr. Swoyer will be featured in the New Jersey Municipalities magazine.

George Swoyer read his winning essay "What My Municipal Government Does Best" and thanked Council for the award opportunity.

Kevin Maloney - Cape May Port Commercial Fishing Festival – June 6 & 7

Kevin Maloney of Cape May Maritime Museum and Education Center presented before Council to announce an upcoming Commercial Fishing Festival planned for June 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> at Schellenger's Landing Dock. He informed of how the idea came about and touched on some of the details of the event. He also thanked Council and the community volunteers for their support.

### Consent Agenda

John Skowronski, 607 Arctic Avenue, asked about beach access on Whittier Avenue and Rosehill Parkway and expressed concern about spending money on an area of uncertainty.

Approval of Minutes	May 4, 2015
Res. #2015-148	Payment of Vouchers \$295,275.04
Res. #2015-149	Rejection of Bid #2015-08; Pool Concession (mandatory items not submitted)
Res. #2015-150	Rejection of Bid for ADA Upgrades & Playground Improvements at the Recreation Center (all bids exceed budget)
Res. #2015-151	Authorizing Payment for 2015 Regional School Taxes (July thru Dec, 2015 \$6,354,102.)
Res. #2015-152	Authorizing Payment to Lower Township Board of Education (July thru Dec, 2015 \$8,158,643.)
Res. #2015-153	Cops in Shops Summer Shore Initiative (grant application)
Res. #2015-154	Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (Community Wildfire Protection Plan Grant \$5,000)
Res. #2015-155	Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (2013 Hurricane Sandy Coastal Resiliency Grant \$250,000)
Res. #2015-156	Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 Ducks Unlimited Grant \$1,000)
Res. #2015-157	Approval to Media Five Entertainment Ltd for Five (5) Concert Series to be held at the Delaware River Bay Authority Ferry Terminal (\$8,500.)
Res. #2015-158	Authorization for Refund of Taxes (8 properties \$3,040.80)
Res. #2015-159	Authorization for the Payout of Accumulated Compensatory Time (E.Coombs \$7,802.50)
Res. #2015-160	Grant Agreement between the Township of Lower and the State of New Jersey By and For the Department of Environmental Protection (2013 Hurricane Sandy Resiliency Grant

– same Resolution/3<sup>rd</sup> time approved by Council – must be approved within 60 days of grant award)

Res. #2015-161

Reappointment of Julie Picard as Municipal Clerk

Res. #2015-162

Resolution Accepting Bids & Awarding the contract to Supply Asphalt for 24 Months (Seashore Asphalt Company)

Res. #2015-163

Resolution Approving A Professional Service Contract with Hatch Mott MacDonald for Environmental Services for Whittier Avenue and Rosehill Parkway Beach Access Paths (\$1,750.)

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

**Regular Agenda**

Ordinance #2015-02

Ordinance Amending Chapter 166, Animals, of the Code of the Township of Lower – this is the public hearing for the final approval on this Ordinance. This Ordinance has been published, posted and made available to the public.

Helen Thompson, Villas, addressed Solicitor Stefankiewicz about adequate ventilation in the winter.

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

Ordinance #2015-03

Bond Ordinance Providing For Various 2015 Capital Improvements, By and In the Township of Lower in the County of Cape May State of New Jersey (the Township) Appropriating \$1,645,000 Therefor and Authorizing the Issuance of \$1,560,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof – This is the public hearing for the final approval of this Ordinance. This Ordinance has been published, posted and made available to the public.

Ed Butler, Villas, addressed Council with concern about adding debt to the taxpayers and suggested a shared service with the LTMUA for the use of their trucks.

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

Ordinance #2015-04

Ordinance Revising and Restating Chapter 178, Beaches, of the Code of the Township of Lower. This is the public hearing for the final approval of this Ordinance. This Ordinance has been published, posted and made available to the public.

Councilmember Conrad made a suggestion to change the wording in the ordinance to placate the concerns of residents. After a brief discussion, Council besought the advice of Solicitor Stefankiewicz.

Councilmember Conrad motioned to amend the Ordinance to “motorized watercraft”, seconded by Councilmember Simonsen.

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

Deputy Mayor Clark informed about calls from concerned residents and expressed his interest in tabling the ordinance. Councilmember Simonsen agreed.

Dean Umscheid, President of the Property Owner's Association of Cape May Beach (POA), addressed Council to ask permission to begin installing new beach rule signs. He expressed an interest in remaining consistent with the Township beach rules.

Lois Jacobs, Beach Drive, voiced favor with implementing new beach rules and asked about charcoal fires, alcoholic beverages, and bathroom facilities on the beach, as well as who will be monitoring the new beach rules.

Micky Kane, Arbor Road, addressed Council to suggest enforcing the current beach rules rather than implement additional rules.

Rich Anderson, Arbor Road, disagreed with adding new beach rules and instead suggested enforcing the existing rules.

Vicky Parent, 319 Beach Drive, addressed Council in favor of implementing beach rules for health and safety reasons.

Mike Morley, 426 Hollywood Road, fully supports enforcing the current rules rather than banning dogs from the beach.

Byron Frye, 15 Folsom Avenue, POA Board Member, addressed people carrying rowboats with separate engines onto the beach. He also spoke on behalf of a resident who suggested permits to allow dogs on the beach.

Helen Thompson, Villas, voiced her opposition to limiting dogs on the beach. She suggested enforcing the rules already in place.

Anthony Carino, 6 Beach Avenue, voiced discontent with adding new beach rules.

Bill Connors, 3904 Shore Drive, expressed approval with the addition of beach rules to deter people from abusing the beach with their dogs.

Bill Greenfield, Villas, voiced opposition to new beach rules so close to the start of the season. He inquired about issues such as barking dogs and alcohol on the beach and suggested a town meeting to inform residents of potential changes.

Carl Barrens, North Cape May, congratulated George Swoyer on his scholarship and respectfully cautioned Council with regard to changing laws that will affect the way of life in our bay community.

Jay Young, Shore Drive, cautioned Council about making new rules.

Bob Crane, Townbank, spoke about the beauty of the beach and cautioned the implementation of too many rules. Jim Galloway, Edna Avenue, suggested a wording change prohibiting drunken disorderly activity.

Steve Morey, Recreation Advisory Board (RAB), explained that the RAB made the recommendation to revise the

beach ordinance in an effort to regulate courtesy, avoid conflict and protect the Township.

Councilmember Conrad suggested tabling the ordinance to fine tune it.

Councilmember Perry voiced concern about the health and safety of the public with increased population, but agreed that the wording needs to be cleaned up. Councilmember Simonsen agreed. Deputy Mayor Clark encouraged further discussion to make people more sensitive and aware. Mayor Beck stated his desire for increased enforcement on the beach. He thanked the RAB for their work and agreed that the ordinance needs to be recrafted.

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

### Administrative Reports

Monthly Reports - Clerk, Construction, Dog, Fire Safety, Police, Treasurer, Tax Collector, Vital Statistics

### Council Comments

Councilmember Conrad reminded about Memorial Day Flag Ceremony at Sunset Beach and Relay for Life at LCMR. He talked about hiking the Appalachian Trail with his scouts and expressed an interest in youth involvement on the Recreation Advisory Board.

Councilmember Perry restated his commitment to the residents of Lower Township and vowed to do his best with the safety issues on Rosehill Parkway and Whittier Avenue.

Councilmember Simonsen commented on the ribbon cutting at the Cape May Brewery and was proud to announce that we are officially a Coast Guard Community. He gave an update on the Regional Safety Team and announced the meeting of the Department of Transportation to present the final plans for the Exit 0 turnaround on the Parkway.

Deputy Mayor Clark spoke about Kathy Louderback's Township pride challenge and encouraged people to vote for the top 10 places in the Township. He also spoke about signage for designating the new Bayshore Heritage Byway.

Mayor Beck announced the following: Shred Day, Relay for Life, pool passes on sale at the Recreation Center, Community Day and Bike Auction, Escape the Cape Triathlon, Independence Day Festival and Fireworks, and the Summer Concert Series.

Councilmember Conrad requested that DelMo Sports give a brief information session about road closures.

### Call to Public

Frank Saracco, commented about the reference to Cape May fishing port and corrected it to recognize Lower Township.

Helen Thompson, Villas, asked what the plan is for publicizing the extreme weather ordinance. She also made comments on the beach ordinance.

Vicky Parent, addressed Council to comment on the Lenape Indians and requested that things be better publicized.

Steve Morey, made a rebuttal to an earlier comment about dogs defecating on the beach. He also commended the Chamber of Commerce on the community pride idea and encouraged people to identify and celebrate the beauty that Lower Township offers.

Ed Butler, Villas, addressed Council about a letter to Lobiondo regarding the FEMA maps.

Bill Greenfield, Villas, addressed Council about the amount of people on the beach in North Cape May versus the amount in Villas.

**Closed Session**

Res. #2015-164

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. -  
PREPERATION FOR COLLECTIVE BARGAINING

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

Council may return to open session to award Insurance Agreements

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Simonsen, seconded by Deputy Mayor Clark. Motion to adjourn unanimous. Meeting adjourned at 9:06 p.m.

\_\_\_\_\_  
Mayor

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

Approved:

May 28, 2015  
10:27 AM

RESOLUTION # 2015-169  
Lower Township  
Bill List By Vendor Id

P.O. Type: All      Include Project Line Items: Yes      Open: N    Paid: N    Void: N  
 Range: First      to Last      Rcvd: Y    Held: Y    Aprv: N  
 Format: Condensed      Bid: Y    State: Y    Other: Y    Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00110 ANCO HOME CENTER*	15-00262	01/27/15	REC. DEPT. MONTHLY- APRIL	Open	145.00	0.00		
00153 ATLANTIC CITY ELECTRIC*	15-01322	05/26/15	MAY 2015 ELECTRIC	Open	6,666.14	0.00		
00179 AVERY TEITLER*	15-00935	04/24/15	PB SOLICITOR SALARY	Open	625.00	0.00		
00219 CHRIS DELANEY	15-01293	05/21/15	LACROSSE OFFICIAL	Open	180.00	0.00		
00221 DRAGONFLY INTERIORS LLC*	15-00837	04/10/15	REPAIR DRAPES-MILLMAN CENTER	Open	401.00	0.00		
00301 BELMONT AND CRYSTAL SPRINGS*	15-01188	05/14/15	WATER FIRE SAFETY	Open	10.90	0.00		
	15-01264	05/19/15	BOTTLED WATER/DPW	Open	<u>31.37</u>	0.00		
					42.27			
00370 BLUE CROSS/BLUE SHIELD OF NJ	15-01295	05/21/15	JUNE 2015 MED-D	Open	1,553.64	0.00		
00432 MICHAEL BROGAN	15-01283	05/20/15	MEDICAL CLAIMS	Open	512.54	0.00		
00535 PHILIP CALFINA	15-01267	05/19/15	CONTRACTUAL REIMBURSEMENT-M	Open	1,440.00	0.00		
00651 MUNICIPAL UTIL AUTH DUMP FEES	15-01213	05/15/15	DUMPING FEE/APRIL	Open	66,524.45	0.00		
00734 CAPE OFFICE MACHINES*	15-01060	04/29/15	TYPEWRITER MAINTENACE	Open	165.00	0.00		
00784 CAPE MAY STAR & WAVE	15-01210	05/15/15	LEGAL PUBLICATION 5-6-15	Open	60.62	0.00		
00825 COMCAST*	15-01301	05/22/15	INTERNET ACCESS - DPS	Open	265.73	0.00		
	15-01302	05/22/15	INTERNET CLEM MULLIGAN/TOWNHAL	Open	367.35	0.00		
	15-01345	05/28/15	FIRE INTERNET 5/30/15-6/29/15	Open	<u>112.90</u>	0.00		
					745.98			
00928 CAPE MAY COUNTY CLERK	15-00969	04/28/15	RECORDS 6 TAX SALE CERTIFICATE	Open	48.00	0.00		
00991 COLONIAL ELECTRIC SUPPLY*	15-01149	05/11/15	SOCKETS-PARKING LOT-BENNETTS	Open	75.14	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01009 EPLUS TECHNOLOGY INC*	15-00746	03/30/15	PRINTER RIBBONS	Open	129.44	0.00		
01125 MARGARET CROMPTON	15-01314	05/26/15	CONTRACTUAL REIMBURSEMENT	Open	5.00	0.00		
01164 DIVISION OF LOCAL GOV SERVICES	15-01193	05/14/15	RENEWAL OF TAX COLLECTOR CERT	Open	50.00	0.00		
01200 DELTA DENTAL PLAN OF NJ	15-01284	05/20/15	DENTAL MAY 2015	Open	17,269.75	0.00		
01201 DELL CORPORATION*	14-02775	10/31/14	COMPUTERS - DPS 101889528942	Open	1,035.40	0.00		
01239 DIANA L DeNOTE	15-01211	05/15/15	CONTRACTUAL REIMBURSEMENT-M	Open	45.38	0.00		
01284 ARLENE DOUGLASS	15-01270	05/19/15	CONTRACTUAL REIMBURSEMENT-M	Open	876.78	0.00		
01365 GARY DOUGLASS	15-01275	05/19/15	REEMBURSEMENT FOR TITLE	Open	60.00	0.00		
01389 EDDIE'S AUTO BODY*	15-00954	04/27/15	REPAIR OF PATROL VEHICLE	Open	1,351.40	0.00		
01655 GANN LAW BOOKS*	15-00949	04/27/15	COX BOOK	Open	117.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*	14-03142	12/03/14	CLUBHOUSE DRIVE PROJECT	Open	714.25	0.00		B
	15-01309	05/26/15	PROFESSIONAL ENGINEERING	Open	461.75	0.00		
	15-01310	05/26/15	PROFESSIONAL ENGINEERING	Open	700.00	0.00		
	15-01311	05/26/15	PROFESSIONAL ENGINEERING	Open	130.00	0.00		
					<u>2,006.00</u>			
02027 JESCO INC*	15-00844	04/10/15	JOHN DEER LOADER FUEL PUMP	Open	115.98	0.00		
02136 TED KINGSTON INC*	15-00324	01/29/15	FEBRUARY 2015 RADIO MAINT- DPS	Open	545.00	0.00		
02200 KOHLER'S AUTO GLASS*	15-00921	04/23/15	WINDSHIELD FOR TRASH TRUCK	Open	250.00	0.00		
02247 LAWSON PRODUCTS, INC.*	15-00842	04/10/15	SUPPLIES FOR GARAGE DPW/MARCH	Open	697.30	0.00		
	15-00909	04/21/15	SUPPLIES FOR DPW	Open	698.61	0.00		
	15-01063	04/29/15	SUPPLIES FOR DPW/MAY	Open	698.94	0.00		
					<u>2,094.85</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02280 LINDEMOM WINCKELMANN & ASSOC.	15-00398	02/09/15	RES#2015-50 ADA PHASE II REC	Open	3,950.00	0.00		B
02585 WILLIAM MASTRIANA	15-01289	05/20/15	TRAINING REIMBERSMENT	Open	20.00	0.00		
02715 MODERN HANDLING EQUIP CO*	15-00543	03/03/15	GENERATOR ASSESMENT FOR REPAIR	Open	300.75	0.00		
02719 MITCHELL PLENN	15-01346	05/28/15	CONTRACTUAL REIMBURSEMENT-V	Open	228.92	0.00		
03241 SARGENT OSHEA	15-01286	05/20/15	MEDICAL CLAIMS	Open	1,018.27	0.00		
03387 POGUE INC. *	15-01086	04/29/15	SAFETY AND HEALTH CONSORTIUM	Open	915.00	0.00		
03484 LAUREN M. READ	15-01304	05/26/15	PARKING REIM FOR CONFERENCE	Open	20.00	0.00		
03518 RIGGINS, INC.*	15-01265	05/19/15	OFF HIGHWAY DIESEL	Open	453.66	0.00		
03678 SMELTZER & SONS INC.*	15-01118	05/06/15	DOGI POT BAGS - VARIOUS LOCATI	Open	583.20	0.00		
03723 STAPLES, INC.*	15-00353	02/03/15	USB CABLES FOR PA/STEREO SYSTE	Open	27.58	0.00		
	15-01278	05/19/15	OFFICE SUPPLIES	Open	<u>111.33</u>	0.00		
					138.91			
03733 JAMES D. STRICKLAND	15-01294	05/21/15	MEDICAL CLAIMS	Open	2,189.52	0.00		
03764 TCTANJ	15-00832	04/09/15	ANNUAL SPRING CONFERENCE	Open	500.00	0.00		
03804 PETER M TOURISON	15-00272	01/27/15	2015 PROSECUTOR DNE \$14,000	Open	1,166.66	0.00		B
03810 MUNICIPAL UTIL AUTH USAGE COST	15-01297	05/21/15	WATER SERVICE 1/1/15-4/15/15	Open	124.96	0.00		
	15-01298	05/21/15	SEWER DUE 6/4/15 POLICE	Open	<u>160.00</u>	0.00		
					284.96			
03899 UPS	15-00546	03/03/15	RETURN SHIPPING	Open	14.21	0.00		
03927 PRORIDER INC*	15-01131	05/06/15	HELMETS FOR COMMUNITY DAY	Open	218.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03969 VERIZON	15-01318	05/26/15	VERIZON PHONE BILL MAY 2015	Open	3,999.56	0.00		
03992 VAL-U AUTO PARTS LLC*	15-00953	04/27/15	RDS/SANT/RECY/DPW/APRIL	Open	839.74	0.00		
04030 WEST PUBLISHING PAYMENT *	15-01282	05/20/15	ANNUAL UPDATES	Open	520.00	0.00		
04075 BARBER CONSULTING SERVICES LLC	15-01132	05/07/15	COMPUTERS SERVICES	Open	423.74	0.00		
04097 CINTAS FIRST AID AND SAFETY*	15-01263	05/19/15	FIRST AID/ DPW	Open	96.22	0.00		
	15-01266	05/19/15	RE-STOCK SUPPLIES	Open	<u>652.52</u>	0.00		
					748.74			
04103 UHY ADVISORS*	15-00448	02/18/15	2014 ACTUARY SERVICES	Open	4,500.00	0.00		
04115 WHITE & WILLIAMS, LLP	15-01173	05/12/15	06/30/14-3/31/2015 BALDINI	Open	7,334.43	0.00		
04300 W.B MASON CO INC*	15-01181	05/13/15	OFFICE SUPPLIES TOWNHALL	Open	343.29	0.00		
04514 WILLIAM BLANEY*	15-00110	01/09/15	2015 LABOR SOLICITOR DNE 50k	Open	912.50	0.00		B
6053 KIM GRUCCIO	15-01277	05/19/15	LACROSSE OFFICIAL	Open	60.00	0.00		
6054 ANDREA SHEPPARD	15-01108	05/05/15	LACROSSE OFFICIAL	Open	120.00	0.00		
6059 USABLE LIFE	15-01343	05/27/15	JUNE 2015 LIFE INSURANCE	Open	450.18	0.00		
6061 AMERIHEALTH ADMINISTRATORS	15-01187	05/14/15	MAY 2015 ADMINI/STOP LOSS	Open	38,711.48	0.00		
6088 CRAFT OIL CORPORATION*	15-00884	04/15/15	BULK AW32 HYDRAULIC OIL	Open	1,391.16	0.00		
6093 GLOBAL EQUIPMENT COMPANY INC*	15-01136	05/07/15	TWO PERSON LIFT WDC 19 FT 3	Open	7,598.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *	15-00279	01/27/15	2014-47 ANIMAL CONTROL SERV 15	Open	4,250.00	0.00		B
7119 ENGINEERING DESIGN ASSOC*	15-01312	05/26/15	PROFESSIONAL ENGINEERING	Open	112.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7119 ENGINEERING DESIGN ASSOC* Continued	15-01338	05/27/15	PROFESSIONAL ENGINEERING	Open	<u>392.00</u> 504.00	0.00		
7196 LAUREN HUGGINS SUIT*	15-01285	05/20/15	RES 2015-109 MAY1-JULY 31,2015	Open	400.00	0.00		B
7295 USPS HASLER #8007584 &#8007605	15-01342	05/27/15	POSTAGE	Open	30,000.00	0.00		
7324 DAVID A. STEFANKIEWICZ	15-00113	01/09/15	RES#2015-01 MONTHLY \$28k DNE	Open	2,333.33	0.00		B
7345 5 WEST PUB	15-00401	02/09/15	OVER PAYMENT ADULT LEAGUE	Open	50.00	0.00		
7354 FLEETPRIDE INC.	15-00748	03/30/15	SUPPLIES GARAGE DPW	Open	643.36	0.00		
	15-00883	04/15/15	DRUM PADS COUNTY/MISC COUNTY	Open	<u>1,483.11</u> 2,126.47	0.00		
7365 ISLAND ROOFING & SIDING INC*	15-00848	04/10/15	RESCUE ROOF REPAIR PSBLDG	Open	10,750.00	0.00		
7399 PATRICIA CONNOR	15-01214	05/15/15	LACROSSE OFFICIAL	Open	60.00	0.00		
	15-01308	05/26/15	LACROSSE OFFICIAL	Open	<u>240.00</u> 300.00	0.00		
7405 CHARLOTTE B. ANDERSON	15-01313	05/26/15	MEDICAL CLAIMS	Open	695.00	0.00		
8201 DIRECT ENERGY BUSINESS	15-01317	05/26/15	ELECTRIC 4/1/15-4/30/15	Open	4,083.18	0.00		
CANCELO DON CANCELOSI	15-01262	05/19/15	LACROSSE OFFICIAL	Open	150.00	0.00		
LISAP005 LISA PRIOLE	15-01296	05/21/15	MEDICAL CLAIMS-V	Open	170.00	0.00		
MAYERS SHAWN MAYER	15-01292	05/21/15	LACROSSE OFFICIAL	Open	150.00	0.00		
MCMAST SANDRA MCMASTER	15-01276	05/19/15	LACROSSE OFFICIAL	Open	240.00	0.00		
TILL TILL PAINT CO CORP*	15-01224	05/15/15	PINK ATHLETIC PAINT	Open	240.00	0.00		
Total Purchase Orders: 91				Total P.O. Line Items:	0	Total List Amount:	241,533.62	Total Void Amount: 0.00

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

**RESOLUTION #2015- 169**

**TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
Lauren Suit	15-01285	Public Information Officer	54984	\$ 400.00
AmeriHealth Admin	15-01269	Health Insurance 5/18/15	527151	\$152,018.94
AmeriHealth Admin	15-01325	Health Insurance 5/26/15	527152	\$ 31,719.14
AmeriHealth Admin	15-01268	Health Insurance -prefund	527153	\$181,000.00
			<b>Total Manual Check</b>	<b>\$ 365,138.08</b>
			<b>Total Computer Generated</b>	<b>\$ 241,533.62</b>
			<b>Total Bill List</b>	<b>\$ 606,671.70</b>

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on  
June 1, 2015

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015-170

TITLE: A RESOLUTION REQUESTING REDUCTION OF PERFORMANCE GUARANTEE FOR  
LIGHTHOUSE POINTE MARINA CONDO ASSOCIATIONS OF CAPE MAY, INC.;;  
Block 806; Lot 4; Escrow #P09-05-06

WHEREAS, Mr. Harold Pearl and Lighthouse Pointe Marina Inc. posted a Performance Guarantee with the Township of Lower in the cash amount of \$21,254.40 for the minor site plan #09-1 referenced above; and

WHEREAS, the Township Engineer has recommended that improvements having a total value of \$7,950.00 have been properly installed and are presently acceptable; and

WHEREAS, the Township Engineer has recommended that the Performance Bond be reduced by the said amount of \$7,950.00, leaving a balance of, \$13,304.40, known as Performance Guarantee Reduction estimate #1.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that the Performance Guarantee of \$21,254.40 be and hereby is reduced by the sum of \$7,950.00 leaving a remaining balance of \$13,304.40, per Hatch Mott MacDonald report dated January 7, 2015 (attached)

BE IT FURTHER RESOLVED that the Township Treasurer be granted permission to issue a check in the amount of \$7,950.00 in payment of the reduced Performance Guarantee.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 1, 2015.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

MEMORANDUM

TO: Township Council

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

DATE: May 19, 2015

RE: Performance Guarantee Reduction #1  
Lighthouse Pointe Marina Pool  
Block 806, Lot 4.01  
Resolution #2015-166

The Land Development Ordinance of the Township of Lower, Chapter XVI, Subsection 400-81E, requires that "The governing body shall by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution #2015-166 is required to reduce the Performance Guarantee held in trust by the Township of Lower for Lighthouse Pointe Marina Condominium Associations of Cape May, Inc.

The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer, Hatch Mott MacDonald. The Township Engineer recommends the reduction of the retained \$21,254.40.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

Improvements having a total value of \$7,950.00 have been completed. Therefore, the Township Engineer recommends the reduction of the Performance Guarantee.

Township of Lower policy requires that a Maintenance Guarantee shall be posted upon complete release of a Performance Guarantee.

att:6

cc: financial file, w/att.

# Lighthouse Pointe Marina Condo Association of Cape May, Inc.



5100 Shawcrest Road  
Wildwood, NJ, 08260  
609-729-2229 (voice)  
609-522-1451 (fax)  
Toll Number 1-888-883-9995

James Ridgway  
Lower Township Manager

March 30, 2015

Re: Bond for Lighthouse Pointe Marina  
Condominium Association  
of Cape May, Inc.

Dear James Ridgway:

We understand that Mr. William Galestok is currently processing this bond and this letter is to request that you disburse bond funds to Mr. Harold Pearl, 2818 Hance Bridge Road, Vineland, NJ 08361.

Sincerely,

Board of Trustees,  
Al Fox - Secretary

**COPY**



**Hatch Mott  
MacDonald**

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

January 7, 2015  
Via e-mail at [planning@townshipoflower.org](mailto:planning@townshipoflower.org) & 1<sup>st</sup> Class Mail

Mr. William J. Galestok, PP, AICP  
Lower Township Planning Director  
2600 Bayshore Road  
Villas, NJ 08251

**RE: Performance Guarantee Reduction Estimate #1  
Lighthouse Pointe Marina  
Block 806, Lot 4.01  
Township of Lower, Cape May County  
Twp. No. P09-05-06  
HMM Project No. 264542**

Dear Mr. Galestok:

Per the Developer's request for a performance guarantee reduction, Hatch Mott MacDonald (HMM) has reviewed the completed work at the above referenced site and has completed the attached Performance Guarantee Reduction Estimate #1.

Our review of the work completed on site revealed that the following work remains incomplete:

- Site Clearing
- Concrete Curb
- Wood Decking
- 4' Vinyl Fence
- 14' Freestanding Light
- Evergreen Trees
- Evergreen/Deciduous Shrubs

It should be noted that the wood deck appears to be constructed with the northerly corner **encroaching in to the parking area**. Also, the same corner encroaching into the parking area and the southwesterly corner of the deck are being constructed with 90° corner angles, and not as chamfered corners, as shown on the approved plan.

Based upon the unit costs for the above referenced items contained in the Performance Guarantee and Engineering Observation Escrow Estimate prepared by Hatch Mott MacDonald dated March 28, 2012, the applicant has completed \$6,625.00 or 37% of the work. In summary we offer the following:



**Hatch Mott  
MacDonald**

Performance Guarantee Estimate	\$21,254.40
Installed Improvements - Reduction (Including 20% Contingency)	\$7,950.00
Uninstalled Improvements + 20% Contingency	\$13,304.40

Based on the above summary, we recommend that the amount of the performance guarantee be reduced to **\$13,304.40**.

Upon completion of the attached outstanding items, the Developer shall contact the Township Planning Office to request that a follow-up performance guarantee reduction or release inspection be performed by the Engineer.

Should you have any questions or require additional information, please feel free to contact our office.

Very truly yours,

Hatch Mott MacDonald

Shawn A. Carr, PE, CME  
Project Engineer  
T 609.465.9377 F 609.465.5270  
Shawn.carr@hatchmott.com

SAC  
encl.

cc: Lisa Schubert, Township Planning and Zoning Clerk  
Joseph H. Maffei, PE  
Louis C. Dwyer, Jr., Esq.  
Mark R. Sray, PE, CME, Hatch Mott MacDonald

**MONEY RECEIPT**

No. 5-25-12  
Received of Harold Pearl  
V#110547826 \$21,254.40 Dollars  
For Perf. Bond Lighthouse  
Pointe  
\$ -0- LISA  
TOPS, FORM 4161

No. 5-25-12  
Received of Lighthouse Pointe Marina  
V#09000275 \$885.60 Dollars  
For Inspection Escrow  
\$ -0- LISA  
TOPS, FORM 4161

**MONEY RECEIPT**

05/24/2012

LIGHTHOUSE POINTE MARINA  
CHECK NO: 0290000275 TOWNSHIP OF LOWER (LOWERT)

Invoice Date	Invoice Number	Description	Expense Code	Discount	Amount Paid
05/24/2012	5/24	INSPEC ES Pool 2012	4702-000	\$0.00	\$885.60
				\$0.00	\$885.60

*Paid by  
Harold Pearl*

**MONEY RECEIPT**

No. 5-25-12

Received of Harold Pearl

✓ #110547826 \$21,254.40 Dollars

For Perf. Bond Lighthouse

Pointe

\$ -0- LISA

TOPS FORM 4161



Official Check  
110547826

MEMO:

DATE: 5/24/12

BRANCH: 1274  
 ORIGINATOR: RSCH196213  
 TIME: 9:20:11  
 CK AMT: \$\*\*\*\*\*21,254.40  
 FEE AMT: \$\*\*\*\*\*.00  
 TOTAL: \$\*\*\*\*\*21,254.40

TO: TOWNSHIP OF LOWER-CAPE MAY COUNTY

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK

ABSENCE OF THIS FEATURE WILL INDICATE A COPY

Susquehanna 

110547826

8709  
110

Date: 5/24/12

Pay to the  
order of: TOWNSHIP OF LOWER-CAPE MAY COUNTY  
EXACTLY \*\*21,254 AND 40/100 DOLLARS

\$\*\*\*\*\*21,254.40

DRAWER: SUSQUEHANNA BANK

*Spencer K. Schreiber*  
Authorized Signature

M E M O: Lot 401 Performance  
Block 806 Guarantee

ISSUED BY: MONEYGRAM PAYMENTS SYSTEMS, INC.  
P.O. BOX 9470 MINNEAPOLIS MN 55480  
DRAWEE: THE BANK OF NEW YORK MELLON, EVERETT, MA

Personal funds - Harold Pearl

⑈0 1 10547826⑈ ⑈0 1 1007092⑈0 1600 12089190⑈

Susquehanna 

Official Check  
110547826

MEMO:

DATE: 5/24/12

BRANCH:	1274
ORIGINATOR:	RSCH196213
TIME:	9:20:11
CK AMT:	\$*****21,254.40
FEE AMT:	\$*****.00
TOTAL:	\$*****21,254.40

TO: TOWNSHIP OF LOWER-CAPE MAY COUNTY

NON-NEGOTIABLE

*rec'd on 5/24/12 from Harold Pearl  
for Performance Guarantee - Personal  
funds to be repaid per Roy Kellet -  
+ Frank Matras - *Jeen**

LIGHTHOUSE POINTE MARINA

05/24/2012

CHECK NO: 0290000275 TOWNSHIP OF LOWER (LOWERT)

Invoice Date	Invoice Number	Description	Expense Code	Discount	Amount Paid
05/24/2012	5/24	INSPEC ES Pool 2012	4702-000	\$0.00	\$885.60
				\$0.00	\$885.60

*Paid by  
Harold Pearl*

**MONEY RECEIPT**

No. 5-25-12

Received of Harold Pearl

#110547826 \$21,254.40 Dollars

For Perf. Bond Lighthouse

Pointe

\$ -0- LISA

 FORM 4181



Official Check  
110547826

MEMO:

DATE: 5/24/12

BRANCH: 1274  
 ORIGINATOR: RSCH196213  
 TIME: 9:20:11  
 CK AMT: \$\*\*\*\*\*21,254.40  
 FEE AMT: \$\*\*\*\*\*.00  
 TOTAL: \$\*\*\*\*\*21,254.40

TO: TOWNSHIP OF LOWER-CAPE MAY COUNTY

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

RESOLUTION #2015-171

**TITLE: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY FOR LAW ENFORCEMENT COVERAGE AT A TOWNSHIP EVENT**

**WHEREAS**, the Township of Lower desires to contract with The County of Cape May in order to share Law Enforcement Coverage at a Township Event scheduled for June 14, 2015; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, this contract is in the best interest for the safety of the citizens of the Township of Lower.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Township of Lower, in the County of Cape May and State of New Jersey, that the shared services contract between the Township of Lower and the County of Cape May be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said contract.

**BE IT FURTHER RESOLVED**, that the contract shall take effect upon the adoption of the appropriate resolution by the County of Cape May and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 1, 2015.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

SHARED SERVICES AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF CAPE MAY  
AND THE  
TOWNSHIP OF LOWER

Dated

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PROVISIONS FOR LAW ENFORCEMENT COVERAGE AT A TOWNSHIP EVENT  
ON JUNE 14,2015

SHARED SERVICES AGREEMENT BETWEEN  
**TOWNSHIP OF LOWER  
AND COUNTY OF CAPE MAY**

THIS AGREEMENT made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

**TOWNSHIP OF LOWER**

a municipal Corporation of the State of New Jersey with offices located at:  
2600 Bayshore Road, Villas, New Jersey  
Hereinafter referred to as the "Township",

and the:

**COUNTY OF CAPE MAY**

a Body Politic and Corporate of the State of New Jersey with offices  
located at: William E. Sturm Jr. Administration Building  
4 Moore Road  
Cape May Court House, New Jersey 08210  
hereinafter referred to as the "County".

**WHEREAS**, DelMoSports, Inc is hosting the Escape the Cape Triathlon on Sunday, June 14, 2015 from 7am – 11am classified as a special event (herein after "event") within The Township which is advantageous to the Township by bringing visitors and residents to the event with ancillary benefits to Township businesses; and

**WHEREAS**, due to the number of attendees at the Escape the Cape Triathlon, in order to provide appropriate law enforcement services within the area of the event, without a concomitant in law enforcement services elsewhere in the Township of Lower, it is necessary for Lower Township to engage the services of additional law enforcement personnel during the Escape the Cape Triathlon for the safety of the participants, attendees and the traffic flow of others throughout the Township who are not participating in the event; and

**WHEREAS** the County has trained officers that are prepared to provide the services to assist the Township in providing law enforcement for traffic assignments, participant safety, spectator safety and any and all other Title 40 law enforcement functions: and

**WHEREAS**, N.J.S.A. 40A:65-1 et.seq. authorizes local government units, including Townships and Counties, to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the "Uniform Shared Services and Consolidation Act";

**WHEREAS**, the parties hereto intend to enter such an Agreement pursuant to the authority conferred by the "Uniform Shared Services and Consolidation Act" and

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Township, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

## ARTICLE I PROVISION OF SERVICES

### SECTION 101. Funding:

(a) **County Funding.** The County will receive and funding from the Township in the amount of \$60.00 per hour per County Sheriffs Officer assigned to the above event. The amount due and owing to the County will be billed via invoice to the Township by the County within 30 days services are rendered.

(b) **Township Funding.** Upon the receipt of the above invoice, the Township will remit payment to the County within 30 days payable to the Cape May County Treasurers Office.

### SECTION 102. Authorized County and Municipal Representatives.

(a) The authorized County Representatives for all purposes of the Agreement shall be the Freeholder Director or such other representative who shall, from time to time, be designated by the Freeholder Director.

(b) The authorized Township Representative for all purposes of the Agreement shall be the Mayor or such other representative who shall, from time to time, be designated by the Mayor.

(End of Article 1)

## ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 201. **Representations and Warranties of the County.** The County represents and warrants to the Township as follows:

(a) **General.** The County is a public body corporate and politic of the State of New Jersey and has the power and authority to provide the Services to the Township and to execute and deliver this Agreement and all services necessary to give effect to this Agreement and to perform its obligations hereunder.

(b) **No Conflict.** The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the County, (ii) to the best knowledge of an Authorized County Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized County Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) **Litigation.** Except as otherwise disclosed to Township, to the best knowledge of an Authorized County Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the County to enter into this Agreement.

(d) **Obligations of the County.** When executed and delivered by the County, this Agreement will be a legal, valid and binding obligation of the County enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

**SECTION 202. Representations and Warranties by the Township.**

The Township makes the following representations and warranties to the County:

(a) **General.** The Township (i) is a public body corporate and politic of the State of New Jersey; (ii) has full corporate power and authority to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder, and (iii) by proper Township action has duly authorized the execution and delivery of this Agreement.

(b) **No Conflict.** The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the Township, (ii) to the best knowledge of an Authorized Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) **Litigation.** Except as otherwise disclosed to the Township, to the best knowledge of an Authorized Township Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Township to enter into this Agreement or perform the Services hereunder.

(d) **Obligations of the Agency.** When executed and delivered by the Township, this Agreement will be a legal, valid and binding obligation of the Township, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

(d) **Indemnification.** The Township hereby agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and/or liabilities of any sort (including reasonable attorney's fees) which may incur as a result of the performances of the services by the County pursuant to this agreement. The County employees will be covered by the County's workers compensation insurance.

(End of Article II)

## ARTICLE III MISCELLANEOUS

**SECTION 301. Governing Law.** This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

**SECTION 302. Consents.** Any consents required by the County or Township under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Township Representative) shall be adopted by a resolution of the respective governing bodies.

**SECTION 303. Amendments.** Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Township in the case of the Township and the Freeholder Director and the Board of Freeholders in the case of the County.

**SECTION 304. Assignment.** No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

**SECTION 305. Severability.** If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

**SECTION 306. Term .** The duties and obligations under Sections 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the service. The agreement to provide the above defined services to the Township will be for only the date of the event June 14, 2015.

**SECTION 307. Notices.** All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Board of Freeholders Clerk and County Treasurer. Notices to the Township shall be sent to the Mayor and Clerk of the Township.

**SECTION 308. Dispute Resolution.** In the event of a dispute between the parties arising out of this Agreement, the contract documents or the work being performed, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.

**SECTION 309. Adoption.** This Agreement shall be approved by resolution of the Council of the Township and by resolution of the Cape May County Board of Chosen Freeholders. Said resolutions shall be duly adopted in accordance with the law at public meetings held in accordance with the Open Public Meetings Act. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by both parties.

**SECTION 310. Entire Agreement.** This Agreement constitutes the entire understanding of the parties.

(End of Article III)

IN WITNESS WHEREOF, the County and the Township have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

COUNTY OF CAPE MAY

[SEAL]

BY:

\_\_\_\_\_  
FREEHOLDER DIRECTOR

ATTEST :

\_\_\_\_\_  
CLERK/ADMINISTRATOR

BY:

\_\_\_\_\_  
MAYOR MICHAEL E BECK

[SEAL]

ATTEST:

\_\_\_\_\_  
JULIE A PICARD, TOWNSHIP CLERK

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

RESOLUTION #2015-172

**TITLE: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE TOWNSHIP OF MIDDLE "MIDDLE AND LOWER TOWNSHIP BIKE PATH CONNECTOR"**

**WHEREAS**, the Townships of Lower and Middle recognized the need to join their two bike paths and collectively made application before the Cape May County Open Space Board to secure funding for the Bike Path Connector; and

**WHEREAS**, The Cape May County Open Space Board subsequently approved said application and requires the two municipalities enter into a Shared Service Agreement for the engineering and construction of the Lower and Middle Township Bike Path Connector; and

**WHEREAS**, Lower and Middle Townships have determined that it is in their mutual, best interests and in the best interests of their residents and visitors to jointly undertake the design and construction of the Connector Bike Path.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the shared services agreement between the Township of Lower and the Township of Middle attached hereto be and is hereby authorized and accepted.

I hereby certify the foregoing to be the original a resolution adopted by the Township Council at a meeting held on June 1, 2015.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PIERRY						
SIMONSEN						
CLARK						
BECK						

Shared Service Agreement  
between Lower and Middle  
Township:

---

Bike Path Connector

Date: , 2015

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") between the Township of Middle, in the County of Cape May, New Jersey, a municipal corporation of the State of New Jersey (hereinafter "Middle"), and the Township of Lower, in the County of Cape May, New Jersey, a municipal corporation of the State of New Jersey (hereinafter "Lower"), dated as of \_\_\_\_\_, 2015.

### WITNESSETH:

**WHEREAS**, Lower is a municipal corporation of the State of New Jersey located in the County of Cape May, with its principal offices located at 2600 Bayshore Road, New Jersey, 08251; and

**WHEREAS**, Middle is a municipal corporation of the State of New Jersey, County of Cape May, with its principal offices located at 33 Mechanic Street, Cape May Court House, New Jersey 08210; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes local government units to enter into agreements with any other local units to provide, receive or share the cost of any services that each local unit is empowered to provide; and

**WHEREAS**, Middle and Lower seek to work cooperatively to provide services to their citizens in the most cost effective manner possible; and

**WHEREAS**, both municipalities share a common goal and interest to provide the best recreational amenities available and promote healthy, low or no cost recreational opportunities to visitors and taxpayers alike; and

**WHEREAS**, the Cape May County Open Space Program affords municipalities the opportunity for funding of recreational projects that benefit visitors and residents of the region; and

**WHEREAS**, Middle and Lower Townships recognized the need to join the their two bike paths and collectively made application before the Cape May County Open Space Board to secure funding for the Middle and Lower Township Bike Path connector; and

**WHEREAS**, the Cape May County Open Space Board subsequently approved said application and requires that the two municipalities enter into a Shared Services Agreement for the engineering and construction of the Middle and Lower Township Bike Path Connector; and

**WHEREAS**, Middle and Lower Townships have determined that it is in their mutual, best interests and in the interests of their residents and visitors to jointly undertake the design and construction of the connector bike path; and

WHEREAS, the Cape May County Board of Chosen Freeholders has approved funding for said construction project in the amount of \$412,311.00; and

WHEREAS, Lower and Middle Township estimate the total cost of the project to be \$ \_\_\_\_\_ leaving a balance of \$ \_\_\_\_\_ for the two municipalities to divide evenly as stipulated in Section 3 of the agreement to follow; and

WHEREAS, Middle and Lower desire to set forth certain terms and conditions relating to the financing and implementation of the Bike Path Connector design and construction; and

WHEREAS, Middle has approved the signing of this Agreement by resolution adopted on \_\_\_\_\_, 2015, and Lower has approved the signing of this Agreement by resolution adopted on \_\_\_\_\_, 2015.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Section 1. PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

**Section 2. TERM OF AGREEMENT:** This Agreement shall take effect on the date on which it is last signed and shall run through the completion of the construction of the bike path connector and any payments relative thereto, unless sooner terminated or extended as provided herein; however, the above notwithstanding, this Agreement is expressly contingent upon the County of Cape May extending the Three Party Shared Services Agreement, which presently expires on September 30, 2015.

**Section 3. SCOPE OF AGREEMENT:** This Agreement shall apply to the cost sharing for the construction of the bike path with the "Anticipated Cost Share Allocation Plan" as follows:

- A. Middle and Lower Townships agree to cost-share the bike path connector construction and to supply all labor necessary to effectuate same.
- B. Each Municipality shall pay for its own engineering and permitting.
- C. Lower will advance the cost of construction for the entire project.
- D. Upon Completion, Lower will invoice Cape May County for the construction cost of the entire project.
- E. In the event that the County does not reimburse Lower, then Middle will reimburse Lower for the construction costs of the Middle portion of the project.
- F. Lower shall provide a full and accurate accounting for all labor and material costs to Middle for review.
- G. Both parties agree to an equal supply of police and administrative personnel necessary to complete the construction project.

**Section 5. PROJECT COST MODIFICATIONS:** Middle and Lower anticipate that project costs may change as preliminary phases of the Bike Path Connector are completed. Following completion of the project, the Project Engineer (as defined in Section 8A of this Agreement) will revise the Allocation Plan to reflect any changes in Project costs based on the results of permitting and other costs, and will provide the same to the Chief Financial Officer and Business Administrator of Middle and Township Manager of Lower.

**Section 6: TERMINATION:** Notwithstanding the forgoing, this Agreement may be terminated if a provision of the Agreement is breached, by the non-breaching party notifying the breaching party, in writing, of the grounds for believing there has been a breach. The breaching party shall have thirty (30) days in which to answer and cure such breach. If the breach is not adequately cured within that time, the non-breaching party shall have the option of declaring the Agreement terminated. All costs incurred by both municipalities shall be evaluated and the shall be tallied in order to properly compensate

**Section 7. PAYMENT SCHEDULE:**

A. In accordance with Cape May County's Open Space Agreement, dated\_\_\_\_, 2015, all expenses incurred are\_\_\_\_\_ (Unknown at this time...) We can fill in when we receive agreement from County.

- B. Middle shall make additional payments to Lower for additional costs not covered by the Shared Services Agreement with Cape May County for items including but not limited to: Engineering, Surveying, Inspections, Permits and contract administration upon approval of same.

**Section 8. PROJECT IMPLEMENTATION**

A. Each Township shall hire and pay its engineer to perform the required scope of work within their respective borders.

B. The Chief Financial Officers of the parties to this Agreement shall agree to methods for the reimbursement of funds from Cape May County. Both Lower and Middle will be provided with an itemized list of all project costs and the allocation of such costs upon completion of the project or as reimbursements are requested of the County.

C. The Middle Township Engineer and Lower Township Engineer shall provide copies of all relevant documentation pertaining to the Bike Path Connector Project to both Lower Township's Manager and Middle Township's Business Administrator. Each engineer shall also provide a report to Lower and Middle on a monthly basis, or upon the town's request.

**Section 9. INSURANCE:** Lower and Middle hereby agree to submit a copy of this shared service agreement to the Atlantic County Municipal Joint Insurance Fund.

**Section 10. INDEMNIFICATION:** Middle and Lower shall each defend and hold the other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including, but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence, directly or indirectly, of any breach or nonperformance by either party of its obligations under this Agreement, or by the willful or negligent act of either party in connection with such performance or nonperformance.

**Section 11. ASSIGNMENT.** The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

**Section 12. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, Middle and Lower, respectively, have caused this Agreement to be executed in their respective corporate names by their duly Authorized Representatives, as of the date first above written but on the date set forth below.

[SEAL]

TOWNSHIP OF MIDDLE, IN THE  
COUNTY OF CAPE MAY, NEW JERSEY

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

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

Attest:

BOROUGH OF LOWER IN THE  
COUNTY OF CAPE MAY, NEW JERSEY

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

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

Attest:

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

RESOLUTION # 2015-173

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 her 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 James in the amount of \$1,039.45 is authorized and chargeable to the 2014 Budget account 4-01-25-240-122.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 1, 2015.

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

	MOTION	SECOND	YEA	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana  
FROM: Ptlm. Michael F. James Jr.  
DATE: 05/08/2015  
SUBJECT: Compensation time, cash out.

To whom it may concern,

I am respectfully requesting to sell back my accrued compensation time, totaling 50 hrs.

Thank you in advance for your consideration in this matter.

Respectfully Submitted,

Signature  
Goes here →



Michael F. James Jr.  
Patrolman Badge 173

0-C

50 \* x

20 \* 789 =

1 \* 039 \* 45 \*

C File

Date

Officer

Comments

shelby, Chief W. H. forward to township for review

74

4.01-25-240-122

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

RESOLUTION # 2015-174

**TITLE: BID REJECTION FOR HVAC SERVICE AGREEMENT FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP**

**WHEREAS**, the Township advertised bids for a HVAC Service Agreement for various locations in Lower Township; and

**WHEREAS**, bids were advertised on March 18, 2015 and accepted on April 21, 2015 at 11:00 a.m. and the Township received Four (4) sealed bids; and

**WHEREAS**, all bids were reviewed by Public Works Director and the QPA; and

**WHEREAS**, as per 40:A11-13.2 (c), the governing body of the contracting unit decided to abandon the project for provision or performance of the goods or services; and thereby the Township will reject all sealed bids proposals.

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 1, 2015.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

2015-04 Bid HVAC Service Contract  
 BID OPENING

Open 4/21/2015

11:00 AM

VENDOR	12 Month Hourly Hrly Rate Normal	12 Month Hourly Hrly Rate OT	12 Month Service	24 Month Hourly Hrly Rate Normal	24 Month Hourly Hrly Rate OT	24 Month Service
POLAR BEAR	\$ 89.00	\$ 133.50	\$ 15,140.00	\$ 89.00	\$ 133.50	\$ 30,280.00
MULTI TEMP	\$ 75.00	\$ 112.50	\$ 13,500.00	\$ 75.00	\$ 112.50	\$ 27,000.00
PETERSON	\$ 89.90	\$ 182.00	\$ 10,527.00	\$ 83.90	\$ 167.80	\$ 21,054.00
FALASCA	\$ 82.00	\$ 121.00	\$ 11,900.00	\$ 84.00	\$ 122.00	\$ 12,000.00

Witnessed

Aaren Senico

Margaret Vitelli

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

RESOLUTION #2015-175

TITLE: RENEWAL OF 2015 CAMPGROUND LICENSES

WHEREAS, Cold Spring Campground and Holly Shores Camping Resort have applied for renewal of their Campground Licenses; and

WHEREAS, the applicants have paid the required license fees.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the Campground Licenses for the following are hereby renewed for the period of April 1, 2015 through March 31, 2016 subject to all real estate taxes being current.

Doug McPherson  
David And Margaret Robinson

t/a Cold Spring Campground  
t/a Holly Shores Camping Resort

I hereby certify the foregoing to be the original resolution adopted by the Township Council at the meeting held on June 1, 2015.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015-176

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 \$79,302.73 for an item of revenue in the budget of the year 2015 as follows:

Miscellaneous Revenues –  
Revenue Offset with Appropriations - Clean Communities  
Total with increase to be \$79,302.73

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$79,302.73 be and the same is hereby appropriated under the caption of:

General Appropriations –  
Public & Private Programs Offset by Revenues - Clean Communities  
State/Federal Share \$ 79,302.73  
Non State Share \$  
Total with increase to be \$ 79,302.73

BE IT 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 the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 1, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CPNRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015- 177

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
Lower Twp Rescue	15-01320	Rescue Provider		\$ 35,000.00

**Total Bill List \$ 35,000.00**

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 1, 2015

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2015-178

Title: AUTHORIZATION FOR CLOTHING ALLOWANCE

WHEREAS, the PBA Contract Article 14 Section d stipulates that Police Officers assigned to detectives shall be entitled to a \$900.00 payment per year as an all-inclusive clothing, shoe, and cleaning allowance; and

WHEREAS, the employees on the attached list are the covered employees; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to employees on the attached list in the amount of \$4500.00 (or \$900.00 each) is authorized and chargeable to the 2015 Budget account 5-01-25-240-125.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 1, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						



# LOWER TOWNSHIP POLICE DEPARTMENT

William Mastriana  
Chief of Police

CAPTAIN THOMAS BEEBY  
Executive Officer

LT. MARTIN BIRSCHACH  
Administrative Services Commander

LT. PATRICK GREENE  
Patrol Bureau Commander

HEADQUARTERS  
Cape May County Airport  
405 Breakwater Road  
Erma, NJ 08204

Office: (609) 886-1619  
Fax: (609) 889-6664

**TO:** James Ridgway, Township Manager  
**FROM:** Chief William Mastriana  
**DATE:** April 28, 2015  
**SUBJECT:** 2015 Clothing Allowance for Detectives as per Contract

I am requesting clothing allowance for the year 2015 for all Detectives as per the current contract between the Township of Lower and the PBA Local No. 59. The following is a list of names that are entitled to the clothing allowance for 2015.

Detective First Class Michael Majane  
Detective Dallas Bohn  
Detective Joseph Boyle  
Detective Brian McEwing  
Detective Michael Perry

The amount of the clothing allowance for this year is \$900.00 per Detective. We are requesting this check be separate from payroll.

I appreciated your time and consideration in this matter.

Respectfully Submitted,

William Mastriana  
Chief of Police #146