

Signed Resolutions - June 2, 2014

- Res. #2014-159 Payment of Vouchers \$ 810,501.15
- Res. #2014-160 Change Order #1 (Tru Green) Provide Additional Slice Seed Repair to Freeman Douglass Football Field (additional \$850. due to damage from heavy traffic of games played in a short period of time)
- Res. #2014-161 Appoint Public Information Officer for the year 2014 Without Public Bidding (Lauren Suit June 1 thru Dec 31, 2014 not to exceed \$10,500.)
- Res. #2014-162 Approval for Pyro Spectaculars By Souza Fireworks to Load a Fireworks Barge in Lower Township (July 1 thru 4 for Atlantic City display)
- Res. #2014-163 Issuance of Ice Cream Peddling and Ice Cream Salesmen Licenses for the Year 2014 (Kelly & Eric Blum Kona Ice)
- Res. #2014-164 Resolution Approving Contract With HM Life Insurance for Stop Loss Coverage for Amerihealth Medical and Prescription Extraordinary Unspecifiable Services (June 1, 2014 to May 31, 2015)
- Res. #2014-165 Authorization to Participate in US Communities and National Joint Powers Alliance National Cooperative Contracts (Allowing Twp to buy competitively through co-op contracts)
- Res. #2014-166 Annual Renewal of Liquor Licenses for the Year 2014-2015 (22 of 28 licenses)
- Res. #2014-167 Resolution Authorizing The Cancellation of Taxes for the Remainder of 2014 on Real Property Acquired by the Delaware River and Bay Authority and the County of Cape May (airport property acquired by DRBA and titled to the County of Cape May Block 500.01 Lots 3,4,5)
- Res. #2014-168 Authorizing Payment for 2014 Regional School Taxes (July thru December, 2014 total of \$6,013,966.50)
- Res. #2014-169 Authorizing Payment to Lower Township Board of Education (for 2014 School Taxes July thru December, 2014 total of \$7,903,298.00)
- Ordinance #2014-06 An Ordinance Dissolving the Lower Township Municipal Utilities Authority Pursuant to N.J.S.A. 40A:5A-20 – 1<sup>st</sup> reading - 2<sup>nd</sup> reading and public hearing to be scheduled after approval from Local Finance Board
- Ordinance #2014-07 An Ordinance Amending The Code of the Township of Lower To Create A Water and Sewer Utility Division Within the Department of Public Works for the Township of Lower - 1<sup>st</sup> reading - 2<sup>nd</sup> reading and public hearing to be scheduled after approval from Local Finance Board



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00825 COMCAST*								
	14-01362	05/20/14	MONTHLY INTERNET-CLEM MULLIGAN	Open	86.04	0.00		
	14-01386	05/23/14	5/30-6/29/14 INTERNET-FIRE SAF	Open	<u>109.91</u>	0.00		
					195.95			
01075 COPIERS PLUS*								
	14-01249	05/08/14	MERCANTILE RENEWAL NOTICES	Open	105.25	0.00		
01284 ARLENE DOUGLASS								
	14-01340	05/14/14	MEDICAL CLAIMS	Open	913.40	0.00		
01319 EDWARD EDWARDS								
	14-01374	05/21/14	TRAINING MEALS	Open	19.72	0.00		
01450 ERMA DELI*								
	14-00359	02/05/14	CLEAN SHORES PROGRAM	Open	1,230.00	0.00		
01490 ROBERT FESSLER								
	14-01382	05/23/14	TRAINING MEALS	Open	20.00	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*								
	14-01220	05/05/14	ELECTRICAL WORK- BENNETTS	Open	600.00	0.00		
	14-01312	05/14/14	MILLMAN MOTOR VEH ACCIDENT	Open	<u>250.00</u>	0.00		
					850.00			
01577 MIKE FLINN**								
	14-01361	05/20/14	INSTRUCTOR FOR JUDO CLASSES	Open	920.00	0.00		
01603 GENERAL CODE PUBLISHERS*								
	14-00891	04/03/14	SLIPSHEETS	Open	9.60	0.00		
	14-01342	05/15/14	Supplement #23	Open	<u>2,926.37</u>	0.00		
					2,935.97			
01635 GARDEN STATE DREDGING, INC.								
	14-01376	05/22/14	RELEASE OF MAINTENANCE BOND	Open	1,000.00	0.00		
01667 GLOUCESTER COUNTY POLICE ACAD*								
	14-00470	02/19/14	GLOUCESTER COUNTY POLICE ACAD	Open	600.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*								
	13-02313	08/08/13	TAX MAP REVISIONS RES 2013-216	Open	232.00	0.00		
	14-00121	01/10/14	REMEDIAL INVESTIGATION UST DPW	Open	1,258.00	0.00		B
	14-00256	01/24/14	RECONSTR CLUBHOUSE DR #2014-43	Open	5,352.00	0.00		
	14-01353	05/19/14	PROFESSIONAL ENGINEERING	Open	<u>1,294.65</u>	0.00		
					8,136.65			
01859 HESS CORPORATION								
	14-01395	05/23/14	04/17/14-5/19/14 ELECTRIC	Open	6,434.50	0.00		
	14-01408	05/27/14	03/01/14-04/01/14 ELECTRIC	Open	4,772.96	0.00		
	14-01409	05/27/14	04/17/14-05/19/14 ELECTRIC	Open	<u>204.03</u>	0.00		
					11,411.49			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02655 WILLIAM MCPHERSON	13-01059	04/16/13	2013 EQUIP. ALLOWANCE	Open	86.00	0.00		B
03008 NJ DEPT OF TREASURY/FEES	14-01103	04/28/14	TIDELANDS PROCESING FEE	Open	250.00	0.00		
	14-01250	05/08/14	AIR QUALITY PERMITTING PROGRAM	Open	<u>410.00</u>	0.00		
					660.00			
03029 NJ DIVISION OF FIRE SAFETY	14-01005	04/23/14	2014 ANNUAL LIFE HAZARD FEE	Open	1,243.50	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	14-00382	02/06/14	TRAINING 5/13-21/14 VANAMAN	Open	500.00	0.00		
03305 PEDRONI FUEL*	14-01412	05/27/14	NO LEAD GASOLINE/DPW	Open	235.18	0.00		
03321 PATRICK MARTIN, ESQ	14-01332	05/14/14	CONFLICT PROSECUTOR 5/6&13	Open	800.00	0.00		
03350 MICHAEL PERRY	13-01060	04/16/13	2013 EQUIP. ALLOWANCE	Open	7.17	0.00		B
	14-01085	04/25/14	2014 EQUIP. ALLOWANCE	Open	<u>150.00</u>	0.00		B
					157.17			
03387 POGUE INC. *	14-01272	05/12/14	POST ACCIDENT/SUBSTANCE TEST	Open	150.00	0.00		
	14-01308	05/13/14	CONFIDENTIAL EVALUATION	Open	<u>250.00</u>	0.00		
					400.00			
03491 RENTAL COUNTRY*	14-01337	05/14/14	WEEDWACKER/CHAINSAB PARTS	Open	1,487.59	0.00		
03573 SAFETY-KLEEN CORP*	14-00042	01/07/14	EQUIP MAINTENANCE	Open	309.62	0.00		
03660 SIRCHIE FINGERPRINT LAB. INV.*	14-01097	04/28/14	DETECTIVE SUPPLIES	Open	343.79	0.00		
03692 SOUTH JERSEY GAS CO*	14-01366	05/20/14	GAS FOR MAY 2014	Open	2,653.79	0.00		
03733 JAMES D. STRICKLAND	14-01339	05/14/14	MEDICAL CLAIMS	Open	2,099.22	0.00		
03764 TCTANJ	14-00817	03/28/14	2014 SPRING CONFERENCE-CFO	Open	275.00	0.00		
03881 TREASURER, STATE OF NJDEP AIR	14-01049	04/25/14	AIR QUALITY PERMITTING PROGRAM	Open	820.00	0.00		
03894 SHERWIN WILLIAMS COMPANY*	14-01046	04/24/14	TRAFFIC PAINT	Open	953.16	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03904	LOWE'S HOME CENTER INC*							
	14-01311	05/14/14	MILLMAN CENTER INS CLAIM	Open	273.93	0.00		
03921	UNIFORM & ACCESSORIES WHSE*							
	14-01251	05/08/14	SHIPPING CHARGES FOR RETURN	Open	12.99	0.00		
03927	PRORIDER INC*							
	14-01254	05/08/14	HELMETS FOR COMMUNITY DAY- 14	Open	218.00	0.00		
03969	VERIZON							
	14-01418	05/28/14	MAY 2014 PHONE SERVICE	Open	4,602.05	0.00		
04017	WILDWOOD LINEN SUPPLY*							
	14-01198	04/30/14	CLEANING OF EQUIPMENT-FOOTBALL	Open	81.56	0.00		
04030	WEST PUBLISHING PAYMENT *							
	14-01375	05/21/14	ANNUAL UPDATES -COURT	Open	468.00	0.00		
04105	PITNEY BOWES GLOBAL FINANCIAL							
	14-00198	01/17/14	MAIL MACHINE JANUARY-JUNE 2014	Open	451.00	0.00		
04288	NUANCE COMMUNICATIONS INC*							
	13-02694	09/13/13	DICTAPHONE EQUIPMENT	Open	17,010.95	0.00		
	13-03134	10/28/13	DICTAPHONE EQUIPMENT	Open	147.10	0.00		
	14-00746	03/24/14	DICTAPHONE EQUIPMENT	Open	766.91	0.00		
					<u>17,924.96</u>			
04300	W B MASON CO INC*							
	14-01213	05/05/14	OFFICE SUPPLIES - DPS	Open	579.54	0.00		
06034	SOUTH JERSEY PAPER PRODUCTS*							
	14-01050	04/25/14	CLEANING SUPPLIES TOWNHSIP	Open	1,299.44	0.00		
5053	ANTHONY GRETO							
	14-01368	05/20/14	MEDICAL CLAIMS -V	Open	235.00	0.00		
5064	JOHN ARMBRUSTER							
	14-01056	04/25/14	2014 EQUIP. ALLOWANCE	Open	150.00	0.00		
6059	USABLE LIFE							
	14-01420	05/28/14	JUNE LIFE INSURANCE	Open	466.58	0.00		
6061	AMERIHEALTH ADMINISTRATORS							
	14-01364	05/20/14	MAY 19 HEALTH & RX	Open	170,672.29	0.00		
	14-01397	05/23/14	JUNE 2014 ADMIN	Open	38,678.56	0.00		
	14-01416	05/27/14	MAY 27 HEALTH & RX	Open	136,490.16	0.00		
					<u>345,841.01</u>			
6071	UNITED UNIFORMS LIMITED LIAB*							
	14-00405	02/10/14	UNIFORMS	Open	154.00	0.00		
	14-00886	04/02/14	UNIFORMS	Open	461.00	0.00		
					<u>615.00</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7119			ENGINEERING DESIGN ASSOC*					
	14-01349	05/19/14	PROFESSIONAL ENGINEERING	Open	625.00	0.00		
	14-01354	05/19/14	PROFESSIONAL ENGINEERING	Open	224.00	0.00		
					849.00			
7137			TRAFCON INCO*					
	14-00752	03/25/14	County Vehicle Parts	Open	2,066.69	0.00		
7164			NICK HOLLAND, DR					
	14-01173	04/29/14	DR FOR RABIES CLINIC 4/12/14	Open	125.00	0.00		
7172			LONG & FOSTER REAL ESTATE, INC					
	14-01260	05/12/14	REFUND REGISTRATION FEE	Open	110.00	0.00		
ALPHACAR			ALPHA CARD SYSTEMS*					
	14-01329	05/14/14	PVC CARDS FOR SYSTEM	Open	99.90	0.00		
G-ISL			ISLAND TROPHIES					
	14-00515	02/26/14	RETIREMENT PLAQUE	Open	30.00	0.00		
GRIFFI			GRIFFIN AUTO-MANUAL SALES, INC*					
	14-01048	04/24/14	HEAVY TRUCK REPAIR MANUAL	Open	2,300.00	0.00		
SEAGE			SEAGEAR MARINE SUPPLY*					
	14-00034	01/07/14	SUPPLIES FOR RDS/DPW/JAN	Open	178.91	0.00		
Total Purchase Orders: 87				Total P.O. Line Items: 218	Total List Amount: 574,241.15	Total Void Amount: 0.00		

**TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	PO #	Description	CK	Amount
STOCKTON COLLEGE	14-00158	FEMA MAP	52666	\$ 360.00
AMERIHEALTH ADMIN	14-01365	STOP LOSS PREFUND	520145	\$235,900.00
<b>Total Manual Checks</b>				<b>\$ 236,260.00</b>
<b>Total Computer Generated</b>				<b>\$ 574,241.15</b>
<b>Total Bill List</b>				<b>\$ 810,501.15</b>

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 2, 2014..

*Julie Picard*  
Julie Picard, Township Clerk

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

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

RESOLUTION # 2014-160

TITLE: CHANGE ORDER #1 - PROVIDE ADDITIONAL SLICE SEED REPAIR TO FREEMAN DOUGLASS FOOTBALL FIELD

WHEREAS, the Township awarded a bid for the Fertilizer/Slice Seed for Township of Lower Grounds and Parks for the 3<sup>rd</sup> final year option for the 2014 Season as per Resolution #2014-90 on March 17, 2014; and

WHEREAS, Change Order #1 requires Tru-Green to provide additional slice seed repairs to the Football field due to damage at the Freeman Douglass Park from heavy traffic from all the games played in a short period of time, at an additional cost of \$850.00. The additional services will result in an increase of \$850.00 amending the total contract to \$18,859.00; and

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

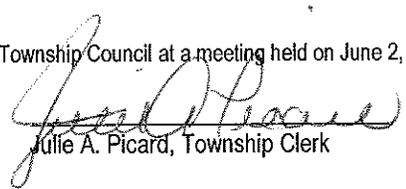
Appropriation # : 4-01-28-370-298

CFO Signature:



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 for Tru-Green is hereby approved and will increase the contract total to \$18,859.00.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

**Mitch Plenn**

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**From:** "OSullivan, Bob J" <bobosullivan@trugreenmail.com>  
**Date:** Thursday, May 22, 2014 8:41 AM  
**To:** <recreation@townshipoflower.org>  
**Attach:** 2014 LOWER TWP FREEMAN DOUGLASS.xlsx  
**Subject:** RE:FOOTBALL FIELD SEEDING

Mitch,

As per our discussion and inspection of turf at Freeman Douglass Football Field  
Center of field hash-hash & goal to goal from heavy traffic from all the games played in short period of  
time

Needs 2 way slit seed to repair thinned/bare areas at cost of \$850.00

We'll use 5lb athletic seed per 1,000 sqft approx. area 25,000 sqft

See attached estimate

Call with any questions

Thanks Bob

**CONFIDENTIALITY NOTICE:**

The information contained in this e-mail, including any attachment(s), is confidential information that may be privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or if you received this message in error, then any direct or indirect disclosure, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify TruGreen by calling (866) 597-4321 and by sending a return e-mail, delete this message, and destroy all copies, including attachments.

5/22/2014



**COMMERCIAL SERVICE  
AGREEMENT**

**P.O. BOX 155  
1250 IMPERIAL WAY  
THOROFARE NJ 08086  
(856) 848-1589 EXT. 2    FAX: (856) 848-2796**

**PROPERTY NAME: LOWER TWP. FREEMAN DOUGLASS**  
**ADDRESS: 681 ROUTE 9**  
**CITY/STATE: CAPE MAY NJ 08204**  
**CONTACT NAME / PHONE NUMBER: 609-886-7880**

**BILL TO NAME: LOWER TOWNSHIP**  
**ADDRESS: 2600 BAYSHORE RD**  
**CITY/STATE: VILLAS NJ 08251**  
**CONTACT NAME: MITCH PLENN**  
**EMAIL:**

**LAWN CARE SERVICES**

**TREE AND SHRUB CARE SERVICES**

TREATMENT	DESCRIPTION/AS NEEDED	COST
1. EARLY SPRING (MARCH)	X PRE-EMERGENT FOR CRABGRASS CONTROL X FERTILIZER	
2. LATE SPRING (APRIL)	X PRE-EMERGENT FOR CRABGRASS CONTROL X BROADLEAF WEED CONTROL X NUTS EDGE	
3. EARLY SUMMER (JUNE)		
4. LATE SUMMER	X FERTILIZATION	
5. EARLY FALL (OCTOBER)	X FERTILIZER X BROADLEAF WEED CONTROL	
6. LATE FALL (NOVEMBER)	X FERTILIZER	
7. SPECIAL SERVICES	X POTASSIUM- WINTERIZER	
<b>ANNUAL LAWN CARE COST:</b>		<b>\$0.00</b>

TREATMENT	DESCRIPTION/AS NEEDED	COST
1. EARLY SPRING	X SUPERIOR HORTICULTURE OIL	
2. LATE SPRING	X ROOT ZONE FERTILIZATION	
3. EARLY SUMMER	X INSECT CONTROL X DISEASE CONTROL	
4. LATE SUMMER	X INSECT CONTROL X DISEASE CONTROL	
5. EARLY FALL	X INSECT CONTROL X DISEASE CONTROL	
6. LATE FALL	X INSECT CONTROL X DISEASE CONTROL	
7. SPECIAL SERVICES	X ROOT ZONE FERTILIZATION	
<b>ANNUAL TREE/SHRUB CARE COST:</b>		<b>\$0.00</b>

**BENEFICIAL SERVICES**

**BENEFICIAL SERVICES**

2 way slit seed middle football field	\$850.00
5lb seed per 1,000 sqft athletic mix	
thinned area between hash to hash/goal to goal	
<b>ANNUAL BENEFICIAL &amp; LAWN CARE COST:</b>	
<b>\$850.00</b>	
<b>TOTAL SALES TAX:</b>	
<b>TOTAL ANNUAL LAWN CARE SERVICE COST:</b>	
<b>\$850.00</b>	

X SUPERIOR HORTICULTURE OIL	
X WINTER PROTECTION	
X GOOSE CONTROL \$ .00 APP. X 4 APPS	
SNAP-SHOT PRE-EMERGENT	
X BED WEED CONTROL - SPRING	
X BEDWEED CONTROL - SUMMER	
X BEDWEED CONTROL - SUMMER	
X BEDWEED CONTROL - EARLY FALL	
X BED WEED CONTROL	
<b>ANNUAL BENEFICIAL &amp; TREE/SHRUB SERVICE COST:</b>	
<b>\$0.00</b>	
<b>TOTAL SALES TAX:</b>	
<b>0.00</b>	
<b>TOTAL ANNUAL TREE/SHRUB SERVICE COST:</b>	
<b>\$0.00</b>	

**COMMENTS:**

**COMMENTS:**

**TOTAL ANNUAL COST: \$850.00**

## Julie Picard

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**From:** Mitch Plenn <recreation@townshipoflower.org>  
**Sent:** Friday, May 23, 2014 1:03 PM  
**To:** mvitelli@townshipoflower.org  
**Cc:** jpicard@townshipoflower.org; jim ridgway  
**Subject:** Tru Green Change Order #1

Margaret,

As per our earlier conversation. Over the last several months, the main football field at Freeman Douglass Jr. Memorial Park has experienced significant wear and tear as a result of an increase in games for both youth and high school lacrosse. Since Tru Green currently holds our maintenance contract, I met with Bob O'Sullivan at the field to discuss the conditions. The maintenance plan that we discussed is as follows:

- Step #1- Lower Cape May Regional incurs cost to lay sod in areas around goal cages. Worst areas of field.
- Step #2- Lower Township incurs cost to 2 way slice seed middle 1/3 of playing field where significant wear and tear exists.
- Step #3- Temporary closure of field and additional watering of field to assist this process.

Mitchell Plenn  
Superintendent  
Parks and Recreation  
P:609-886-7880  
F:609-886-7838  
E: [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

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

RESOLUTION #2014-161

**TITLE: APPOINTMENT OF PUBLIC INFORMATION OFFICER FOR THE YEAR 2014  
WITHOUT PUBLIC BIDDING**

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

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Lauren Suit has submitted a proposal indicating that he will provide the goods or services described above for a price not to exceed \$ 10,500.00; and

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

Appropriation # 4-01-20-110-281

Signature 

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

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

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

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

THIS AGREEMENT made as of the 2nd day of June 2014, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and LAUREN SUIT, a media specialist, having an office at 10 Holiday Road, Villas, NJ 08251 (hereinafter referred to as "Township Public Information Officer").

*WITNESSETH:*

WHEREAS, pursuant to Resolution # 161 adopted by the Township Council on the 2nd day of June 2014, Lauren Suit was appointed Public Information Officer for the Township of Lower, for a period of seven (7) months to commence on June 2, 2014 and ending on December 31, 2014.

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

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

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

1. APPOINTMENT: The Township hereby employs Lauren Suit as its Township Public Information Officer in accordance with Code 3-8 (B) (1), for a period of seven (7) months to commence on June 2, 2014 and ending December 31, 2014.

2. MONTHLY STIPEND: Township shall pay to Lauren Suit (“Public Information Officer”) the sum of Eighteen Thousand Dollars payable in equal monthly amount of \$1500.00 on or before the 15th day of each month, as compensation for day-to-day public information officer functions. In consideration of the monthly stipend, The Public Information Officer agrees to:

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

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

ATTEST:

  
Julie Picard, Clerk

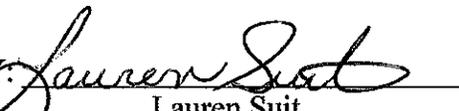
THE TOWNSHIP OF LOWER

BY:   
Michael E. Beck, Mayor

WITNESS:

\_\_\_\_\_

TOWNSHIP PUBLIC INFORMATION OFFICER

BY:   
Lauren Suit

**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.

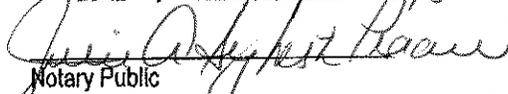
3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play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

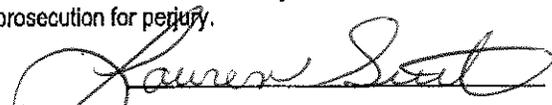
	<u>Name of Organization</u>	<u>Amount</u>
		0

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 21 day of May, 2011

  
Notary Public

**JULIE A. SYLVESTER-PICARD  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/26/2015**



**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 Lauren Suit 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
Eric Simonsen	joint candidate committee or local political party
Norris Clark	committee formed for the election of members of
Michael E. Beck	the Lower Township governing body.

**Part II - 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

**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: Lauren Suit

Signed: Lauren Suit Title: \_\_\_\_\_

Print Name: Lauren Suit Date: \_\_\_\_\_

Subscribed and sworn before me this 21 day of May, 2014.

My Commission expires: **JULIE A. SYLVESTER-PICARD**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires 8/28/2016

Julie A. Sylvester-Picard  
 (Affiant)

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

**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: Lauren Suit

Name of Agent: Lauren Suit

Title: Public Information officer

Date: May 21, 2014

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

RESOLUTION #2014-162

TITLE: APPROVAL FOR PYRO SPECTACULARS BY SOUZA FIREWORKS TO LOAD A FIREWORKS BARGE IN LOWER TOWNSHIP

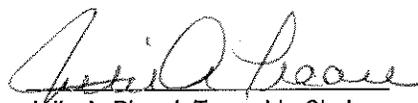
WHEREAS, Pyro Spectaculars by Souza has requested permission to load a barge in Lower Township for fireworks displays on the following date:

1. July 1 thru 4, 2014 for Atlantic City with a Rain Date of July 5<sup>th</sup> or 6<sup>th</sup>
- ; and

WHEREAS, Pyro Spectaculars by Souza has provided the required proof of liability insurance required by Uniform Fire Code Section 5:18-3.27 and signed a Hold Harmless agreement.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower that Pyro Spectaculars by Souza is hereby granted permission to load the "fireworks barge" for the event listed above in accordance with all other necessary approvals and permits.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

May 19, 2014

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

Dear Ms. Picard:

This letter is to request a resolution by the Township of Lower Council to authorize the loading of fireworks during the period July 1-4, 2014 for a fireworks display to be discharged from barges off the coast of Atlantic City on July 4, 2014. Rain dates for this event are July 5, 2014 or July 6, 2014.

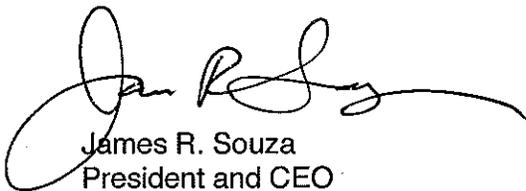
Attached you will find a completed Township of Lower Fireworks Display Hold Harmless Agreement, along with the appropriate insurance certificates.

If you need any additional information to ensure that this item is on the Council's next meeting agenda (which we understand is June 2, 2014), please do not hesitate to contact me or my Executive Assistant: H. H. Hanson at (909) 355-9813.

Thank you for your attention to this matter.

Cordially,

Pyro Spectaculars, Inc.



James R. Souza  
President and CEO

attachments: Hold Harmless Agreement, Certificates of Insurance (2)

cc: Judi Ludovico, Alliance for Atlantic City Foundation



May 19, 2014

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

Dear Ms. Picard:

This letter is to request a resolution by the Township of Lower Council to authorize the loading of fireworks during the period July 1-4, 2014 for a fireworks display to be discharged from barges off the coast of Atlantic City on July 4, 2014. Rain dates for this event are July 5, 2014 or July 6, 2014.

Attached you will find a completed Township of Lower Fireworks Display Hold Harmless Agreement, along with the appropriate insurance certificates.

If you need any additional information to ensure that this item is on the Council's next meeting agenda (which we understand is June 2, 2014), please do not hesitate to contact me or my Executive Assistant: H. H. Hanson at (909) 355-9813.

Thank you for your attention to this matter.

Cordially,

Pyro Spectaculars, Inc.

James R. Souza  
President and CEO

attachments: Hold Harmless Agreement, Certificates of Insurance (2)

cc: Judi Ludovico, Alliance for Atlantic City Foundation

PYRO SPECTACULARS, INC.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

**DRAYTON INSURANCE BROKERS, INC.**

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
FAX: (205) 854-5899

**CERTIFICATE OF INSURANCE**

NO. 413061-REVISED

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

**INSURER** Admiral Insurance Company **POLICY NO.** CA000002771-28

**NAMED INSURED** Pyro Spectaculars, Inc. Pyro Spectaculars by Souza  
 Pyro Events, Inc. Pyro Spectacular Industries, Inc.  
 Pyro Spectaculars Productions, Inc. North American Fireworks Co., Inc. (NAFCO)  
 P.O. Box 2329 San Diego Fireworks  
 Rialto, California 92377

**POLICY TERM** January 13, 2014 to January 13, 2015; Both Days 12:01 A.M. Standard Time

**COVERAGE** Commercial General Liability:  Occurrence Basis  Claims Made Basis

**LIMIT OF LIABILITY** \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$5,000,000 products/completed operations aggregate  
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

**INSURED OPERATIONS** Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME & ADDRESS OF INSURED SPONSORS,  
PROPERTY OWNERS, LICENSORS**

**Alliance for Atlantic City Foundation  
Boardwalk Hall  
2301 Boardwalk  
Atlantic City, NJ 08401**

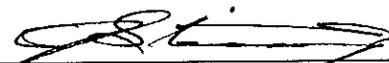
**ADDITIONAL INSURED(S)** Alliance for Atlantic City Foundation, Atlantic City Alliance, MAC Corp, North Star Marine, Inc., Atlantic Cape Fishery, City of Atlantic City, Atlantic City Fire Department, State of New Jersey, New Jersey Bureau of Fire Safety, Lower Township Police Department, Lower Township and their officers, agents, and employees when acting in their official capacity as such.

**DISPLAY LOCATION**  
Two (2) Barges, each 1,000' off shore near  
Steel Pier and Boardwalk Hall, and the  
Marina, Atlantic City, NJ

**DISPLAY DATE(S)**  
July 4, 2014  
Rain Dates: July 5 or 6, 2014

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

**DRAYTON INSURANCE BROKERS, INC.**

  
A.J. STRINGER, PRESIDENT

May 15, 2014  
DATE OF ISSUE

TOWNSHIP OF LOWER  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251

**FIREWORKS DISPLAY**  
**HOLD HARMLESS AGREEMENT**

Between the **Township of Lower**

and Pyro Spectaculars, Inc.  
(Contractor)

**WITNESSETH:**

1. Pyro Spectaculars, Inc. (Contractor) agrees to release, indemnify and hold harmless the **TOWNSHIP OF LOWER** from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:  
Workers Compensation/Employers Liability: 500,000  
General Liability: 5 million, 10 million aggregate  
Automobile Liability: 1 million  
  
Umbrella Liability: 4 million (applies to Auto and W.C. only)

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: Alliance for Atlantic City Foundation Date: July 4, 2014 Rain Date: July 5 or 6, 2014

Dated: 5-14-14 Signed: [Signature]  
(Contractor)

Witness: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2014

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED Pyro Spectaculars, Inc. San Diego Fireworks P. O. Box 2329 Rialto CA 92377	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Maxum Indemnity Company	NAIC # 26743
	INSURER B: Everest National Insurance Company	10120
	INSURER C: AmGuard Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 139043712 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y		SI8CA00031-141	1/13/2014	1/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	Y		EXC6017995	1/13/2014	1/13/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	R2WC485451 (NJ)	9/6/2013	9/6/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Hired Car Physical Damage	Y		SI8CA00031-141	1/13/2014	1/13/2015	\$125,000 \$100 Comp. \$500 Coll. Limit Ded. Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Display Date: July 4, 2014; Rain Dates: July 5 or 6, 2014  
Display Location: Two (2) Barges, each 1,000' off shore near, Steel Pier and Boardwalk Hall, and the Marina, Atlantic City, NJ  
Additional Insureds named as: Alliance for Atlantic City Foundation, North Star Marine, Inc., Atlantic Cape Fishery, City of Atlantic City, Atlantic City Fire Department, State of New Jersey, New Jersey Bureau of Fire Safety, Lower Township Police Department, Lower Township, Atlantic City Alliance and MAC Corp.

CERTIFICATE HOLDER CANCELLATION

Alliance for Atlantic City Foundations Boardwalk Hall, 2301 Boardwalk Atlantic City NJ 08401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

RESOLUTION #2014-163

**TITLE: ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMEN LICENSES FOR THE YEAR 2014**

**WHEREAS**, Kelly and Eric Blum T/A Kona Ice of Cape May has submitted an application for Ice Cream Peddling and Ice Cream Salesman Licenses for the year 2014; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower that the Clerk be authorized to issue the following licenses for the year 2014, after inspection of the vehicle with the Police Department

**Ice Cream Peddling Salesman License**

Kelly Blum - Kona Ice

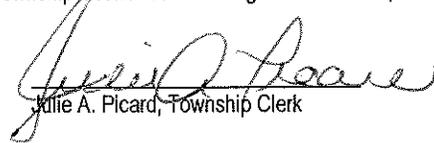
Eric Blum - Kona Ice

**Ice Cream Peddling Business License**

2013 Chevrolet Van Vin #1GB0G2BA9D1129968 (Kona Ice)

**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 the original resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-164

TITLE: RESOLUTION APPROVING CONTRACT WITH HM LIFE INSURANCE COMPANY FOR STOPLOSS COVERAGE FOR AMERIHEALTH MEDICAL AND PRESCRIPTION EXTRAORDINARY UNSPECIFIABLE SERVICES

WHEREAS, there exists a need for stop loss coverage for medical and prescription insurance plan beginning June 1, 2014; and

WHEREAS, the estimated annualized premium has increased as per attached schedule and the Amerihealth medical and prescription plan is self funded with a flat commission to Marsh & McLennan of \$60,000.00 and funds have been certified by the Chief Financial Officer as evidenced by her signature below:

  
CFO Signature

4-01-23-220-412  
Budget Account Number

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary, Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection, and

WHEREAS, the Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contracts.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council as follows:

1. The Township Manager is hereby authorized and directed to execute the agreement as follows:
  - A. Stop Loss – HM Life Insurance Company pursuant to the rates set forth on Schedule A attached. Effective date June 1, 2014.

I hereby certify the foregoing to be the original a resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

**STOP LOSS PROPOSAL FOR  
Township of Lower**



**Sales Representative:** Cynthia Pettit  
**Broker:** Marsh McLennan Agy  
**TPA:** Amerihealth

**Effective Date:** 06/01/2014  
**Through Date:** 05/31/2015

**Provider Network(s):** Amerihealth  
**Utilization Review Vendor(s):** Amerihealth

Specific: (Check one)	Lives	Current	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2
Specific Deductible (per Covered Individual)		\$100,000	\$100,000	\$125,000	\$150,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
<b>Specific Premium</b>					
Single Rate	39	\$44.67	\$85.64	\$68.41	\$57.05
Family Rate	116	\$103.54	\$189.24	\$154.06	\$130.27
<b>Total Lives</b>	<b>155</b>				
Estimated Contract Specific Premium		\$165,033	\$303,502	\$246,467	\$208,035
Contract Aggregating Specific Loss Fund		\$100,000	\$140,000	\$110,000	\$90,000
Contract Basis		12/12	24/12	24/12	24/12
Commission		0.00%	0.00%	0.00%	0.00%

Aggregate: (Include? <input type="checkbox"/> Yes <input type="checkbox"/> No)	Lives	Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>Aggregate Factors</b>					
Single Medical, Rx card- update Factor	39	\$657.76	\$1,313.15	\$1,352.55	\$1,377.50
Family Medical, Rx card- update Factor	116	\$1,578.61	\$3,151.57	\$3,246.12	\$3,306.00
Estimated Contract Attachment Point	155	\$2,505,257	\$5,001,540	\$5,151,592	\$5,246,622
Contract Minimum Attachment Point (100%)		\$2,505,257	\$5,001,540	\$5,151,592	\$5,246,622
Aggregate Corridor		125%	125%	125%	125%
Contract Basis		12/12	24/12	24/12	24/12
<b>Aggregate Premium</b>					
Composite Rate	155	\$10.90	\$20.42	\$21.93	\$22.91
Aggregate Terminal Liability Fee*			\$.66	\$.66	\$.66
Estimated Contract Aggregate Premium	155	\$20,274	\$37,981	\$40,790	\$42,613
Commission		0.00%	0.00%	0.00%	0.00%
<b>Total Combined Estimated Contract Premium</b>		<b>\$185,307</b>	<b>\$341,483</b>	<b>\$287,257</b>	<b>\$250,648</b>

\* Included in Aggregate rate(s).

**Note:** This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

**Individual Special Requirements:**

**STOP LOSS PROPOSAL FOR  
Township of Lower**

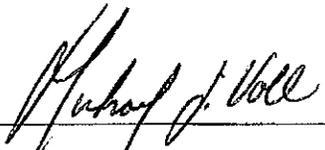


**PROPOSAL NOTES**

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of employees and dependents covered under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- The specific rates in this proposal are based on an aggregating specific arrangement. Total Specific Liability includes estimated contract specific premium and the aggregating specific fund.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- The Specific rates are guaranteed not to increase by more than 40% at the next renewal. The second year rate can be adjusted if changes result in the following: underlying plan document, HMIG's stop loss contract provisions, PPO Network or TPA.
- Underwriting assumptions in this proposal are superseded by the HMIG national agreement with Marsh, subject to review and approval of the Employer's SPD.

**PROPOSAL ACCEPTANCE**

Please acknowledge acceptance of the terms in this proposal by signing and returning by 05/17/2014 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

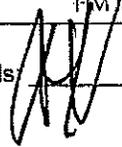
Signature:  Title: Michael J. Voff  
Township Manager  
Township of Lower  
2600 Bayshore Rd., Villas, NJ 08251

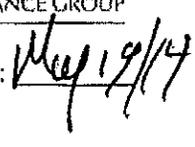
Accepted on the 19 day of May, 20 14

Stop Loss coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, under policy form HL 601 (905) or similar, in certain states the requested coverage may not be available. As included herein, "HMIG" refers to the Stop Loss carrier.

STOP LOSS PROPOSAL FOR  
Township of Lower



initials: 

date: 

**BASIS OF OFFER**

**Assumptions**

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HMIG, employee and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- The bad debt and charity surcharge portion of the New York Reform Act will be considered an eligible claim expense under the stop loss policy if services are rendered in New York State. Other surcharges, pool charges and/or covered lives assessments will not be covered under the stop loss unless such charges are considered a claim cost.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by HMIG.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

**Qualifications**

- Both the premium rates and the aggregate factors are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates and aggregate factors may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". HMIG will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates and factors in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's stop loss policy.



Marsh & McLennan Agency LLC  
18000 Horizon Way, Suite 400  
Mt. Laurel, NJ 08054  
Address Line 5  
856-727-5222  
1866-795-1082  
sryan@mma-ne.com  
www.marshmcclennanagency.com

May 28<sup>th</sup>, 2014

Colleen Crippen  
Coordinator for Federal & State Aid  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

**Subject:** 2014 Brokerage Fees

Dear Colleen,

In response to your email request dated May 28<sup>th</sup>, 2014 the current 2014 fees for USABLE Life, AmeriHealth Administrators and Delta Dental, are outlined below:

Name of Carrier	Line of Coverage	Commission	Estimated Annualized Premium	Estimated Annualized Commission
USABLE	Group Life	Graded: 15% of the first \$5,000 of premium; 10% of the next \$5,001-\$10,000 of premium; 10% of the next \$10,001-\$20,000 of premium, ect...	\$5,628	\$844
AmeriHealth	Medical & Prescription	Flat \$60,000	Self-funded	Flat \$60,000
Delta Dental	Dental-Self-Funded	\$0.80 Per Employee/Per Month (Broker Fee is built into the \$6.80 PEPM total ASO fee)	Approx. 165 EE's	\$1,584

Please do not hesitate to contact me with any questions or further requests for additional information.

Warmest Regards,

*Suzanne Ryan*

Suzanne Ryan  
Senior Benefit Specialist  
Marsh & McLennan Agency, LLC

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

RESOLUTION # 2014-165

TITLE: AUTHORIZATION TO PARTICIPATE IN U.S. COMMUNITIES AND NATIONAL JOINT POWERS ALLIANCE NATIONAL (NJPA) COOPERATIVE CONTRACTS

WHEREAS, the Township desires to participate in two (2) National Cooperative Contracts; U. S. Communities and National Joint Powers Alliances (NJPA) to investigate any cost saving benefits to the Township;

NOW, THEREFORE, BE IT RESOLVED, the Qualified Purchasing Agent, Margaret Vitelli is hereby authorized to apply the Township of Lower in the National Cooperative Agreements;

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-166

TITLE: ANNUAL RENEWAL OF LIQUOR LICENSES FOR THE YEAR 2014-2015

WHEREAS, applications have been made by the persons, firms, and/or corporations hereinafter named for renewal of Plenary Retail Consumption Licenses, Plenary Retail Distributions Licenses and/or Club 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 on the attached Schedule "A" for the period of one year commencing July 1, 2014 through June 30, 2015.

I hereby certify the forgoing to be the original resolution adopted by the Township Council at the meeting held on June 2, 2014.

  
Julie A Picard, Township Clerk

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

SCHEDULE "A"

<u>Number</u>	<u>Name &amp; Address</u>	<u>Type</u>	<u>Amount</u>
0505-31-021-001	Lt. Charles Buddy Lewis Veterans Home Association 6 E. Delaware Parkway Villas, NJ 08251 t/a Lt. Charles Buddy Lewis Veterans	Club	\$150.00
0505-31-022-001	Stella Maris Home Association 324 Breakwater Road Cape May, NJ 08251 t/a Stella Maris Home Association	Club	\$150.00
0505-31-023-003	Villas Fishing Club, Inc. 301 Pennsylvania Ave. Villas, NJ 08251 t/a Villas Fishing Club	Club	\$150.00
0505-31-026-003	Lower Township Moose Lodge #1054 Loyal Order of Moose 569 Seashore Road Cape May, NJ 08204 t/a Lower Township Moose Lodge #1054	Club	\$150.00
0505-31-031-002	Greater Cape May Elks Lodge #2839 901 Bayshore Road Villas, NJ 08251 t/a Greater Cape May Elks Lodge #2839 Benevolent and America Inc.	Club	\$150.00
0505-31-030-001	Grand Beach Club 600 E. Rochester Avenue Wildwood Crest, NJ 08260 t/a Grand Beach Club	Club	\$150.00
0505-31-029-001	Diamond Beach Beach Club 600 E. Raleigh Avenue Wildwood Crest, NJ 08260 t/a Diamond Beach Beach Club	Club	\$150.00
0505-32-001-012	Renaissance Beverages III, LLC 3845 Bayshore Road N. Cape May, NJ 08204 t/a Gorman's Wines & Spirits	PRC (Broad C)	\$2000.00
0505-33-003-007	Buttonwood Manor Inc. 3832 Bayshore Road N. Cape May, NJ 08204 t/a The Bayshore	PRC	\$2,000.00

0505-33-007-004	Two Mile Crab House, LLC Fishdock Road Wildwood NJ 08260 t/a Two Mile Crab House	PRC	\$2000.00
0505-33-008-006	Ford Creek LLC 954 Ocean Drive Cape May, NJ 08204 t/a Harbor View Restaurant	PRC	\$2000.00
0505-33-009-009	Driftwood Cove LLC 1200 Route 9 Cape May, NJ 08204 t/a Lucky Bones	PRC	\$2000.00
0505-33-010-009	PM Properties Management Corp 3729 Bayshore Road N. Cape May, NJ 08204 t/a 5 West Bar & Grille	PRC	\$2000.00
<b>Special Conditions</b>	<p><b>The outside patio area is used as a waiting area for dining patrons with no table service and no consumption of food.</b></p> <p><b>The outdoor patio area consist of not more than 12 tables and that the bar area shall not have any seating.</b></p> <p><b>There shall be no live music outside of the premises. Recorded music as well as sound from a large screen television at the bar area will be permitted provided that the sound complies with applicable Township ordinances.</b></p> <p><b>The patio area be open only from the hours of 12:00 noon until 10:00 p.m.</b></p> <p><b>There shall be no signs advertising or indicating that the outdoor waiting area is a "bar".</b></p>		
0505-33-012-008	Harbour Side, Inc. 5101 Shawcrest Road, Lower Township Wildwood, NJ 08260 t/a Lighthouse Pointe Restaurant	PRC	\$2000.00
0505-33-015-009	Marie Nicole Inc. 9510 Pacific Avenue Wildwood Crest, NJ 08260 t/a Marie Nicole's	PRC	\$2000.00
<b>Special Conditions</b>	<p><b>This license shall be operated at the eating establishment, serving alcoholic beverages only to dining customers, no more than six seats for waiting customers, not bar only customers. No seating after 10:30 p.m., no package sales of alcoholic beverages.</b></p>		
0505-33-016-005	Del Bay, LLP Scott Ave. & Beach Drive N. Cape May, NJ 08204 t/a Harpoon Henry's	PRC	\$2000.00
0505-33-017-006	Jake's Bar & Grill, Inc. 5-7 W. Delaware Parkway, Villas, NJ 08251 t/a Jake's Bar & Grill	PRC	\$2000.00

0505-33-020-004	Marco Voeks, Inc. 9600 Pacific Ave., Lower Township Wildwood Crest, NJ 08260 t/a Fitzpatrick's Crest Tavern	PRC	\$2000.00
0505-44-013-006	Matteras Liquor 908 Route 109 Cape May, NJ 08204 t/a Cape Liquors	PRD	\$1000.00
0505-44-018-005	O'Doyal's Inc. 1900 Bayshore Road Villas, NJ 08251 t/a Villas Country Liquor Store	PRD	\$1000.00
0505-44-028-005	Acme Markets Inc. 3845 Bayshore Road N. Cape May, NJ 08204 t/a Acme	PRD	\$1000.00
0505-33-019-009	A & J Blue Claw, Inc. 9901 Ocean Drive, Lower Township Cape May, NJ 08204 t/a Tall Ships room, Axelsson's Blue Claw Restaurant	PRC	\$2000.00

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

RESOLUTION # 2014-167

**TITLE:** RESOLUTION AUTHORIZING THE CANCELATION OF TAXES FOR THE REMAINDER OF 2014 ON REAL PROPERTY ACQUIRED BY THE DELAWARE RIVER AND BAY AUTHORITY AND THE COUNTY OF CAPE MAY

**WHEREAS**, the Delaware River and Bay Authority ("DRBA") was duly created pursuant to the Delaware-New Jersey Compact, 17 Del. C. § 1701 and N.J.S.A. 32:11E-1, et seq. (the "Compact"); and

**WHEREAS**, the DRBA is exempt from taxation of real property in accordance with the Compact and the County of Cape May is exempt from taxation of real property used for a public purpose in accordance with N.J.S.A. 54:4-3.3; and

**WHEREAS**, the DRBA is in the process of acquiring certain real property adjoining the Cape May County Airport known as 516 Breakwater Road and designated as Lots 3, 4, 5, and 55.02 in Block 500.01 on the current Lower Township Municipal Tax Map which will be designated as Lot 4.01 in Block 500.01 upon the next revision of the Lower Township Municipal Tax Map (the "Property"); and

**WHEREAS**, after the Property is acquired by the DRBA title to the Property will be conveyed by the DRBA to Cape May County and the Property will be incorporated into the Cape May County Airport; and

**WHEREAS**, the Township Council of the Township of Lower desires to cancel taxes owed to the Township for the remainder of the year 2014 from the date of acquisition of the Property by the DRBA and to exempt the Property from further taxation subsequent to the conveyance of the Property to Cape May County to be used for a public purpose in accordance with the Compact and N.J.S.A. 54:4-3.3.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, that the Lower Township Municipal Tax Collector is hereby authorized and directed to cancel the 2014 taxes on the Property designated as Lots 3, 4, 5, and 55.02 in Block 500.01 on the current Lower Township Municipal Tax Map, which will be designated as Lot 4.01 in Block 500.01 upon the next revision of the Lower Township Municipal Tax Map from the date of acquisition by the DRBA, which acquisition shall be defined as the vesting of title to the Property in the DRBA.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-168

Title: AUTHORIZING PAYMENT FOR 2014 REGIONAL SCHOOL TAXES

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2014 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

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

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #4-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer .

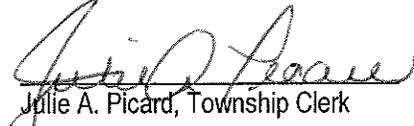
LOWER CAPE MAY REGIONAL

APPROPRIATION: 4-01-55-910-019

DUE DATE		AMOUNT DUE
15-Jul	2014	1,202,793.30
15-Aug	2014	1,202,793.30
15-Sep	2014	1,202,793.30
15-Oct	2014	1,202,793.30
15-Nov	2014	1,202,793.30
TOTAL PAYMENTS 7/2014 - 12/2014		6,013,966.50

NOW, THEREFORE BE IT RESOLVED by the Township Council that the above tax payments are hereby authorized:

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

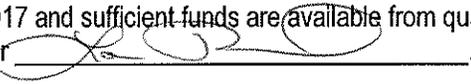
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2014-169

Title: AUTHORIZING PAYMENT TO LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2014 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

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

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #4-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer 

LOWER TOWNSHIP BD. OF EDUCATION

APPROPRIATION: 4-01-55-910-017

DUE DATE		AMOUNT DUE
1-Jul	2014	1,580,660.00
1-Aug	2014	1,580,659.50
1-Sep	2014	1,580,659.50
1-Oct	2014	1,580,659.50
1-Nov	2014	1,580,659.50
<b>TOTAL PAYMENTS</b> 7/2014 - 12/2014		<b>7,903,298.00</b>

NOW, THEREFORE BE IT RESOLVED by the Township Council that the above tax payments are hereby authorized:

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on June 2, 2014.

  
Julie A. Picard, Township Clerk

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

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

**ORDINANCE #2014-06**

**TITLE: AN ORDINANCE DISSOLVING THE LOWER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY PURSUANT TO N.J.S.A.  
40A:5A-20**

**WHEREAS**, the governing body of the Township of Lower (the "Township"), pursuant to the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Laws of the State of New Jersey 1957, as amended and supplemented, created The Lower Township Municipal Utilities Authority (the "Authority") by an ordinance of the Township, Ordinance No. 68-10, duly and finally passed on July 24, 1968; and

**WHEREAS**, the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1 et seq., permits a municipality that has created a municipal utilities authority to dissolve such authority and sets forth the process whereby same may be accomplished; and

**WHEREAS**, after a careful examination and analysis, the Township has determined that it is in the best interests of the residents of the Township to assume the water and sewer utility services for residents of the Township; and

**WHEREAS**, the Township desires to dissolve the Authority in accordance with and in fulfillment of the provisions of N.J.S.A. 40A:5A-20; and

**WHEREAS**, the Township has determined to assume responsibility for the payment of any and all debts and obligations of the Authority; and

**WHEREAS**, pursuant to N.J.S.A. 40A:5A-20, the New Jersey Local Finance Board will review this ordinance and approve it prior to its adoption.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Lower that the Code of the Township of Lower is hereby amended and supplemented as follows:

**Section 1. Dissolution.** The Lower Township Municipal Utilities Authority, created by the Township by ordinance adopted on or about July 24, 1968, be and the same is hereby dissolved, subject to the terms and conditions hereof.

**Section 2. Injunction Against Further Action Without Consent.** The Authority is hereby enjoined from taking any further action without the Township's consent. Simultaneously upon the effective date of the dissolution as set forth in Section 6 of this ordinance (the "Effective Date of Dissolution"), the Authority shall cease all operations and activities, which operations and activities shall be transferred to the Township automatically and without further action by either the Township or the Authority.

**Section 3. Transfer of Title to All Facilities.** Upon the Effective Date of Dissolution, all real and personal property, facilities of the Authority, and all monies and funds held by or for the Authority, shall be deemed transferred to and become the property of the

Township. The existing officers of the Authority are hereby authorized and directed to execute any documents or instruments necessary to effectuate the transfer of legal title to all real property, personal property, facilities, and monies and funds to the Township upon the Effective Date of Dissolution set forth in section 6 herein, notwithstanding the dissolution of the Authority. All documents and records of the Authority shall be delivered to the Township Clerk prior to the effective date of the dissolution.

**Section 4. Payment of All Creditors and Obligees.** Upon the Effective Date of Dissolution as set forth in Section 6 of this ordinance, the Township shall assume all legal obligations to pay all existing and outstanding creditors and obligees of the Authority. Pursuant to N.J.S.A. 40A:5A-20, and in accordance with N.J.S.A. 40A:2-1 et seq., the Township shall assume responsibility for and payment of the obligations of the authority, including but not limited to existing bonded indebtedness of the dissolved Authority, provided that, prior to this assumption of debt by the Township, the Township Council determines by Resolution setting forth facts that constitute the basis for the determination, that such assumption will be a cost effective means of meeting those obligations as compared with the issuance of Obligations of the Township and transmits a certified copy of said resolution to the Local Finance Board.

**Section 5. Assumption of Services Provided by the Authority.** Upon the Effective Date of Dissolution, the Township shall own and operate the facilities previously owned by the Authority and the Township shall create a Division of Water and Sewer Utility within the Department of Public Works for the purpose of operating the facilities previously operated by the Authority and shall amend its ordinances to effectuate the operation of said facilities as a water and sewer utility. The Township Manager shall prepare a table of organization for the Township Departments that will be affected by the dissolution of the Authority, which will reflect the placement of personnel needed to perform the functions that will no longer be performed by the Authority. Upon the Effective Date of Dissolution, the Township, by and through the Division of Water and Sewer Utility shall assume the operation of the services previously provided by the Authority, which services are necessary for the health, safety and welfare of the users of the system.

**Section 6. Effective Date of Dissolution.** The dissolution of the Authority shall take effect at 11:59 p.m., Eastern Standard Time, on November 30, 2014.

**Section 7. Authorization of Township and Authority to Take all Necessary Action.** The Mayor, members of the Township Council, Township Manager, Chief Financial Officer, Township Clerk, Attorney and appropriate employees and professionals of the Township are hereby authorized and directed to undertake any and all such acts and execute any and all such documents as may be necessary to effectuate and accomplish the purposes of this ordinance. The members of the Authority, its officers, employees, attorney and professionals are hereby authorized and directed to undertake any and all such acts and execute any and all such documents as may be necessary to effectuate and accomplish the purposes of this ordinance.

**Section 8. Approval of Local Finance Board; Filing.** This ordinance shall be submitted to and approved by the Local Finance Board in the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the "Local Finance Board") prior to final adoption in accordance with the requirements of N.J.S.A. 40A:5A-20 for review and approval. Final adoption of this ordinance shall be subject to the Local Finance

Board's approval and a copy of the ordinance as adopted shall be filed with the Local Finance Board and with the Secretary of State of New Jersey, in accordance with N.J.S.A. 40A:5A-20.

**Section 9. Repeal of All Inconsistent Ordinances.** All other ordinances in conflict or inconsistent with this ordinance are hereby repealed to the extent of such conflict or inconsistency.

**Section 4. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared to be severable.

**Section 11. Effective Date.** This ordinance shall take effect immediately upon the final passage and publication, according to law adoption and shall not be subject to referendum.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
James Neville, Councilmember

\_\_\_\_\_  
Erik Simonsen, Councilmember

\_\_\_\_\_  
Norris Clark, Deputy Mayor

\_\_\_\_\_  
Michael E Beck, Mayor

Adopted: \_\_\_\_\_

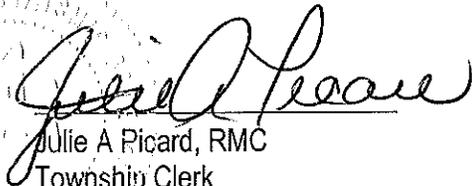
Attest: \_\_\_\_\_

## CERTIFICATION

I, Julie A. Picard, RMC, Clerk of the Township of Lower, do hereby certify the attached Ordinance #2014-06, An Ordinance Dissolving the Lower Township Municipal Utilities Authority Pursuant to N.J.S.A. 40A:5A-20 was passed upon first reading at a public Council meeting held on Monday, June 2, 2014 with the following vote:

Councilmember Conrad	Nay
Councilmember Neville	Yea
Councilmember Simonsen	Nay
Deputy Mayor Clark	Yea
Mayor Beck	Yea

Said Ordinance is scheduled for second reading and public hearing (tentatively) pending approval from the Local Finance Board, for the Council meeting of July 21, 2014 at 6pm at Township Hall. This Ordinance will be published in the July 2, 2014 edition of the Cape May Star and Wave and is available to the public at no charge.



Julie A. Picard, RMC  
Township Clerk

June 2, 2014

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

**ORDINANCE #2014-07**

**TITLE: AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF LOWER TO CREATE A WATER AND SEWER UTILITY DIVISION WITHIN THE DEPARTMENT OF PUBLIC WORKS FOR THE TOWNSHIP OF LOWER**

**WHEREAS**, the Township Council of the Township of Lower has introduced an Ordinance # 2014-06 entitled: "An Ordinance Dissolving The Lower Township Municipal Utilities Authority pursuant to N.J.S.A. 40A:5A-20", which Ordinance was introduced on June 2, 2014 (the "Dissolution Ordinance #2014-06"); and

**WHEREAS**, the Township Council has determined that it is in the best interests of the residents of the Township and those residents of the Township receiving services from The Lower Township Municipal Utilities Authority (the "Authority") to dissolve the Authority; and

**WHEREAS**, pursuant to Section 5 of Dissolution Ordinance #2014-06, the Township desires to create a Division of Water and Sewer Utility within the Department of Public Works for the purpose of operating the facilities previously operated by the Authority and to amend or repeal any ordinances in conflict therewith; and

**WHEREAS**, the Township desires to operate the facilities of the dissolved Authority as a division of water and sewer utility in accordance with the provisions of the Dissolution Ordinance #2014-06 in order to continue to provide water and sewer services necessary for the health, safety and welfare of the users of the water and sewer systems.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Lower that the Code of the Township of Lower is hereby amended and supplemented as follows:

**Section 1.** The effective date of this Ordinance shall be November 30, 2014.

**Section 2.** Chapter 3 "Administration of Government," Article VI "Office of the Township Manager; Departments," Section 3-22, "Departments," of the Code of the Township of Lower is hereby amended and supplemented to add a provision under subparagraph (4) Department of Public Works, creating a Division of Water and Sewer Utility as follows:

(a) Division of Water and Sewer Utility.

**Section 3.** Chapter 3 "Administration of Government," Article VI "Office of the Township Manager; Departments," Section 3-26, "Department of Public Works," of the Code of the Township of Lower is hereby amended and supplemented to add a provision defining the functions of the Division of Water and Sewer Utility as follows:

3-26. Department of Public Works; Division of Water and Sewer.

C. The Division of Water and Sewer Utility.

- (1) The Division of Water and Sewer Utility shall be a component of the Department of Public Works, the head of which shall be the Superintendent of Water and Sewer Utility under the direction and supervision of the Director of Public Works, who shall be appointed by the Township Manager and be a person qualified by training and experience to perform the duties of the office and shall be the holder of any and all necessary licenses, permits and degrees.
- (2) The Division shall perform all appropriate functions and have such authority as may be prescribed by statute and Township ordinances and as may be assigned by the Township Manager.

**Section 4.** Chapter 3 “Administration of Government,” Article VII “Offices of Nondepartmental Boards, Authorities and Agencies,” Section 3-34, “Township Municipal Utilities Authority,” of the Code of the Township of Lower is hereby deleted in its entirety.

**Section 5.** Chapter 67 “Municipal Utilities Authority,” of the Code of the Township of Lower is hereby deleted in its entirety.

**Section 6.** All references to the Lower Township Municipal Utility Authority, or MUA or any reference thereto where and as they may appear in the ordinances of the Township of Lower shall hereafter mean the Township of Lower or the Division of Water and Sewer Utility as the case may be.

**Section 7.** A new chapter, Chapter 657, titled “Water and Sewer,” is hereby added to the Code of the Township of Lower which shall read as follows:

## ARTICLE I

### Water and Sewer Billing

#### **§ 657-1. Water and Sewer billing.**

- A. Bills for water service will be rendered quarterly, the first quarter commencing on January 1 and ending March 31, the second quarter commencing April 1, ending June 30, the third quarter commencing July 1 and ending September 30, and the fourth quarter commencing October 1 and ending December 31.
- B. Water meters will be read within two weeks of the end of each quarter and water bills will be mailed by the 10<sup>th</sup> of the second month of the following quarter. Payment will be due on the 1<sup>st</sup> of the third month following each quarter.
- C. Sewer bills will be sent out annually and be due quarterly on the first day of each quarter.
- D. All billing will be made to the property owner who will remain responsible regardless of any change in tenants or those in possession. It is the property owner’s responsibility to notify the Township in writing of the correct billing information in the event of a change of address or incorrect billing information.

- E. With respect to charges for properties which are connected for the first time with the water or sewer system, from and after the date thereof, the charge for the first quarterly period shall be a percentage of the quarterly charge hereinabove, equal to the percentage of the quarterly period remaining after such connection.
- F. Any request for review of any bill must be submitted in writing and received by the Authority within thirty (30) days of the billing date. This provision shall apply to request for change of billing classification. There will be no retroactive classification changes.

**§ 657-2. Water Sewer Utility Fund.**

All revenue and the accounting therefore from the Water and Sewer Utility shall be on a dedicated utility basis. All monies derived from the operation of the Sewer and Water Utility, including connection, user and other fees shall be segregated and kept in a separate fund which shall be known as the "Water and Sewer Utility Fund". All disbursements and appropriations from the Water and Sewer Utility Fund, including usage of utility fund balance, shall be restricted to the operating expenses, capital improvements, debt service and maintenance of the Water and Sewer systems.

**§ 657-3. Late fees; termination of service.**

- A. In the event that a service charge and/or a connection charge with regard to any parcel of real property shall not be paid within ten (10) days of the due date, interest shall accrue and be due to the Township on the unpaid balance, commencing on the preceding 1<sup>st</sup> of the month, at eight percent (8%) based on a 365 day year on the first \$1,500.00 of delinquency and eighteen per cent (18%) based on a 365 day year on any amount in excess of \$1,500.00 until such charge and all subsequent charges, and the interest thereon, shall be fully paid to the Township and shall be a lien upon the premises so served.
- B. The Township has the right to terminate services in the event accounts become delinquent. If service is terminated the property owner is responsible for paying the account current plus an interruption of service fee of \$160.00 for residential properties and \$900.00 for commercial properties before service will be restored. The Township is not responsible for any damages caused by termination of service.

**§ 657-4. Discontinuance and restoration of service.**

- A. Discontinuance of water service, at the property owner's request, shall be the responsibility of the property owner who must arrange to have a licensed plumber turn off the service at the curb and drain the meter and lines within the property that would be susceptible to freezing. The Township shall not be responsible for any damage which may result from water leaks, frozen pipes or meters resulting from failure of the property owner to take the necessary precautions to protect the complete water service, meter and appurtenances within the property.
- B. All requests for discontinuance shall be in writing and effective the date of discontinuance. Discontinuance shall require the line being cut and capped. In the

event of a discontinuance of service at property owner's request, any application for restoration of service shall be considered as a new application for service and shall require all procedural aspects of a new connection, including but not limited to payment of one connection fee then in place. At the time of discontinuance, the property owner may continue to pay the minimum quarterly fee until service is restored to the property and a new or reconnection fee shall be waived if the account balance is paid up to date.

- C. When water is turned "on" or "off" at the request of the property owner, there will be no pro-rations of the minimum quarterly charge. It is the property owner's responsibility to maintain the account up to date.

## ARTICLE II

### Water Rate and Connection Charges

#### § 657-5. Rate schedule of quarterly water service rates and charges.

- A. The following schedule of quarterly water service rates and charges shall apply:

SIZE OF METER	CONSUMPTION OF WATER ALLOWED IN MINIMUM QUARTERLY CHARGE IN GALLONS	MINIMUM QUARTERLY CHARGE
5/8" Residential	10,000	\$62.48
3/4" Residential	10,000	\$66.06
1" Residential	20,000	\$157.36
5/8" Commercial	10,000	\$62.48
3/4" Commercial	10,000	\$66.06
1" Commercial	20,000	\$157.36
1 1/2" Commercial	40,000	\$216.21
2" Commercial	50,000	\$272.69
3" Commercial	80,000	\$430.05
4" Commercial	120,000	\$629.42
6" Commercial	250,000	\$1,236.02
8" Commercial	337,500	\$1,666.06
Meter Checks		\$50.00

Meter Bottom Replacement

\$50.00

B. Consumption in excess of the water allowance for the minimum quarterly charge shall be determined as follows:

- (1) Excess usage, within the quarter, above the minimum, but less than twice the minimum, shall be charged at the rate of \$3.61 per thousand gallons.
- (2) Excess usage, within the quarter, exceeding twice the minimum, shall be charged at the rate of \$3.97 per thousand gallons.

C. Annual charges shall be as follows:

- |     |  |          |
|-----|--|----------|
| (1) | Annual charge per Fire Hydrant Public  | \$41.50. |
| (2) | Annual charge per Fire Hydrant Private | \$41.50. |
| (3) | Annual charge per Sprinkler System     | \$139.34 |

**§ 657-6. Bulk water purchases; emergency bulk water purchases.**

A. Bulk water purchases.

- (1) All bulk sales of water to any municipality, Utility Authority, Authority or private water utility shall be through a termed agreement approved by both parties and the New Jersey Department of Environmental Protection (NJDEP). Any necessary infrastructure improvements including but not limited to wells, treatment, storage tanks, pipe lines, booster pumps, or water meters, required to supply, treat or deliver the water purchased shall be at the expense of the purchaser.
- (2) All water meters used to calculate the amount of water supplied to the purchaser shall be in gallons and calibrated annually by actual flow of the meter. The cost of the calibration testing shall be shared equally by the Township and the purchaser.
- (3) Bulk water charges.
  - (a) The cost of bulk water sold to the purchaser during off-peak times (September 16 to May 14) shall be \$6.25 per 1,000 gallons or equal to the current quarterly minimum charge of a 5/8" water meter divided by the quarterly allowed water consumption in gallons.
  - (b) The cost of bulk water sold to the purchaser during peak times (May 15 to September 15) shall be \$7.81 per 1,000 gallons or equal to the current quarterly minimum charge of a 5/8" water meter divided by the quarterly allowed water consumption in gallons times one and one quarter percent (1.25%).

- (c) A delivery charge of \$1.60 per 1,000 gallons shall be applied which is equal to the current connection fee divided by allowable gallons in five years, then divided by five (5) years. Example:  $\$1,600/200 = \$8.00/5 = \$1.60$  per 1,000 gallons.
- (d) Bulk water sales by tank truckload. One time bulk sales or tank truck sales shall be at a rate of \$150.00 per truckload to a maximum of 7,000 gallons per truckload. Payment shall be due prior to providing the water.

B. Emergency bulk water purchases.

- (1) Emergency bulk purchases to any municipality, Utility Authority, Authority, or private water utility that currently has an interconnection with the Township shall be defined as a condition where an immediate emergency or shortage of water is due to a mechanical failure, pipeline failure, or natural disaster and shall be for a period of time not to exceed thirty (30) days so adequate repairs may be made to the purchaser's system. The Township may at its discretion extend the thirty (30) day period.
- (2) Emergency bulk water charges.
  - (a) The cost of emergency bulk water sold to the purchaser during off-peak times, (September 16 to May 14) shall be set at \$3.97 per 1,000 gallons or equal to the current excess usage at twice the minimum.
  - (b) The cost of emergency bulk water sold to the purchaser during peak times, (May 15 to September 15) shall be set at \$6.25 per 1,000 gallons or equal to the current quarterly minimum charge of a 5/8" water meter divided by the quarterly allowed water consumption in gallons.

C. Payment for all bulk water sales shall be made monthly. The Township shall read the bulk meter and issue a monthly invoice to the purchaser. Payment shall be made within thirty (30) days of the invoice date. interest shall accrue and be due to the Township on the unpaid balance, at eight percent (8%) based on a 365 day year on the first \$1,500.00 of delinquency and eighteen per cent (18%) based on a 365 day year on any amount in excess of \$1,500.00 until such charge and all subsequent charges, and the interest thereon, shall be fully paid to the Township. Failure to pay within the thirty (30) day time limit shall result in termination of service and an interruption of service fee applied to the account as per the rate schedule.

D. Miscellaneous charges.

- (1) Charges for all other types of services not included in the above shall be established by contract between the Township and the user.
- (2) Fire Companies shall be permitted to use fire hydrants without special authorization from the Township but shall provide adequate notice prior to such use.

**§ 657-7. Water connection charges; connections.**

- A. Residential connection fee per dwelling unit, which include, but are not limited to: single family dwellings, condominiums, townhouses, mobile homes, boarding houses, apartment houses, campgrounds, and travel trailers. \$1,600.00
- B. A connection charge per single family dwelling unit or equivalent gallons plus costs equal to the Township's costs of the labor and materials involved with the installation shall be made, and shall be payable in advance to the Township.
- C. Small business and offices per unit under 2,000 square feet. \$1,800.00
- D. Commercial and industrial, including but not limited to: laundromat, motel, fish market, garage, auto repair, restaurant, diner, luncheonette, bar, lounge, marina, car wash, church, school, barber shop, beauty shop, assembly halls, swimming pool, light industrial, seafood processing facility, any store or office over 2,000 square feet. \$2,100.00
- E. Public Housing Authorities and Non-Profit Organizations building affordable housing projects are subject to a 50% reduction in connection fees for new connections to water system.
- F. The water connection charges required herein, plus costs equal to the Township's costs of the labor and materials in connection with the installation shall be payable in advance to the Township. All connections to the system are to be made by the Township only after the connection charges and deposits for installation costs are received. The Township reserves the right to require the applicant to install the connection at the applicant's expense on residential connections and small business, office, commercial and industrial connections. Such installation by the applicant shall not relieve the applicant from paying the connection fee specified in this Chapter. In addition, all connections not falling precisely within the above three (3) categories, as determined by the Superintendent, shall be charged a connection fee determined by the Superintendent in line with the fee classifications set forth herein.
- G. Residential connection fees may be paid in equal annual installments upon connection to the system over a five-year period beginning on the actual connection of such property to the water system or one-year from the date of notice from the Township as provided for in Chapter 660 and with interest at the rate established for unpaid user fees on any unpaid balance beginning at the end of year five. Failure to comply with the payment plan will result in a lien being placed on the property for any balance due with interest.

**§ 657-8. Water connection requirements.**

- A. Residential water services shall be installed in accordance to the Lower Township Plumbing Sub-Code, the specifications of the Township's Engineer and all plans previously approved by the Township.

- B. Water services shall be twelve (12) inches over and twelve (12) inches up from any sewer lateral or at least thirty six (36) inches apart if the water service and sewer lateral are at the same elevation.

### ARTICLE III

#### Sewer Service Rates and Charges

**§ 657-9. Rate schedule of annual sewer service rates and charges.**

- A. There is hereby established a Schedule of Annual Sewer Service and Rate Charges per year, payable quarterly in advance to the Township. Such sewer charges are based upon estimated annual operation costs, annual amortization costs, and other costs of the Township's sewage system, and may be amended from time to time as the need generated by such costs may require.
- B. The following Schedule of Annual Sewer Service and Rate Charges shall apply:

RATE SCHEDULE OF ANNUAL SEWER SERVICE RATES AND CHARGES AND CUSTOMER CLASSIFICATION	YEARLY
Single Family Dwelling including but not limited to Condominiums, Townhouses, Mobile Homes.	\$320.00
Boarding House 0 to 4 Rental Rooms	\$400.00
Each Additional Room Thereafter	\$80.00
Apartment House Residential per unit	\$320.00
Apartment House Commercial per unit	320.00
Laundromat First Washer	400.00
Each Additional Washer Thereafter	240.00
Motel First Unit	320.00
Each Additional Unit Thereafter	160.00
Store less than 4,000 square feet	400.00
Store more than 4,000 square feet	2,000.00
Convenience Store more than 4,000 square feet	2,500.00
Supermarket more than 4,000 square feet	4,000.00
Fish Market	1,118.00
Garage Sales of Gasoline and Allied Products (no repairs)	320.00

Garage Sales of Gasoline and Allied Products (including repairs)	640.00
Office Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
Restaurant, Diner, Luncheonette, Bar, Lounge and any other Food Establishment with Public Restrooms (with or without seating capacity) 0-10 Seats	640.00
Each Additional Seat Thereafter	32.00
Marina Fixtures 0 to 2	1280.00
Each Additional Fixture Thereafter	240.00
Car Wash First Bay	960.00
Each Additional Bay Thereafter	240.00
Fire Station Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
Church	320.00
School 0 to 35 Pupils	640.00
Each Additional Pupil Thereafter	16.00
Barber Shop	320.00
Beauty Shop	640.00
Gym / Health Club less than 4 fixtures	1,000.00
Gym / Health Club more than 4 fixtures	1,350.00
Rescue Squad Building Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
Light Industry (Under 20 Employees) Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
Light Industry (Over 20 Employees)	1,280.00
Each Additional Employee	32.00
Assembly Halls, Lodges Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
RV & Travel Trailer sites 0 to 3 sites	640.00
Each Additional RV, Trailer site Thereafter	80.00
Each Additional Fixture in Common Areas	40.00
Coast Guard Base Fixtures 0 to 2	320.00

Each Additional Fixture Thereafter	80.00
Swimming Pool Fixtures 0 to 2	320.00
Each Additional Fixture Thereafter	80.00
Seafood Processing Facility, Per Thousand Gallons	3.69
Airport Industrial Park, Per Thousand Gallons	3.69
DRBA Ferry Terminal, Per Thousand Gallons	3.69
Convalescent Home, Per Thousand Gallons	3.69

- C. The term fixture, as use herein, shall include, but not be limited to the following: toilets; urinals; tubs; showers; kitchen sinks; waste sinks; dishwashers and washing machines.
- D. Service rates and charges for all industries, manufacturing establishments, and types of properties not specifically set forth herein shall be established by contract between the Township and each of such users. Service rates and charges for all residential use not specifically set forth herein shall be billed as a single family dwelling.
- E. The sewer service charges established herein shall become effective and chargeable to the property owner on the date designated by the Township following the issuance of the Certificate of Completion.
- F. Where a property or structure is occupied by more than one commercial or industrial use, or by a combination of both types of uses, the charge will be determined by applying the aforesaid rates to each commercial and industrial use located therein.

**§ 657-10. Sewer connection charges.**

- A. Residential connection per dwelling unit, including but not limited to single family dwelling, condominium, townhouse, mobile home, boarding house, apartment house, campground, travel trailer. \$1,600.00
- B. The connection charge per residential dwelling unit or equivalent gallons plus costs equal to the Township's costs of the labor and materials involved with the installation shall be made, and shall be payable in advance to the Township.
- C. Small business, office per unit, including but not limited to stores, office under 2,000.00 square feet. \$1,800.00
- D. Commercial and industrial, including but not limited to laundromat, motel, fish market, garage, auto repair, restaurant, diner, luncheonette, bar, lounge, marina, car wash, church, school, barber shop, beauty shop, assembly halls, swimming pool, light industrial, seafood processing facility, any store or office over 2,000 square feet. \$2,100.00

- E. Public Housing Authorities and Non-Profit Organizations building affordable housing projects are subject to a 50% reduction in connection fees for new connections to sewer system.
- F. All sewer connection charges plus costs equal to the Township's costs of the labor and materials involved with the installation shall be made and shall be payable in advance to the Township. All connections to the system are to be made by the Township only after the connection charges and deposits for installation costs are received. The Township reserves the right to require the applicant to install the connection at the applicant's expense on residential connections and small business, office, commercial and industrial connections. Such installation by the applicant shall not relieve the applicant from paying the connection fee specified herein. In addition, all connections not falling precisely within the above three (3) categories, as determined by the Superintendent, shall be charged a connection fee determined by the Superintendent in line with the fee classifications set forth herein.
- G. Residential connection fees may be paid in equal annual installments upon connection to the system over a five-year period beginning on the actual connection of such property to the sewer system or one-year from the date of notice from the Township as provided for in Chapter 660 and with interest at the rate established for unpaid user fees on any unpaid balance beginning at the end of year five. Failure to comply with the payment plan will result in a lien being placed on the property for any balance due with interest.

**§ 657-11. Sewer connection requirements.**

- A. Residential sewer laterals shall be installed in accordance to the Lower Township Plumbing Sub-Code, the specifications of the Township Engineer and all plans previously approved by the Township.
- B. Water services shall be twelve (12) inches over and twelve (12) inches up from any sewer lateral or at least thirty six (36) inches apart if the water service and sewer lateral are at the same elevation.

**ARTICLE IV**

**Industrial Discharges; Surcharges**

**§ 657-12. Seafood processing waste surcharges, determination of waste strength, calculation of surcharge.**

Seafood processing waste increases the costs of treatment, operating and maintaining the sanitary sewage system. A surcharge or surcharges which are intended to cover such additional costs shall be imposed upon each entity discharging such waste into the public sanitary sewage system. Such surcharges shall be in addition to regular sewage service charges and shall be payable as herein provided.

- A. Determination of waste strength. The strength of any seafood processing waste discharge shall be determined quarterly, or more frequently as the Township shall determine, from samples taken either at the connection manhole or metering chamber,

or at any other sampling point mutually agreed upon by the Township and the producer of such waste. The frequency and duration of the sampling period shall be such, as in the opinion of the Township, will permit a reasonably reliable determination of the average composition of such waste, exclusive of storm water runoff. Samples shall be collected or their collection supervised by a representative of the Township and will be composite samples that reasonably reflect the characteristics of the waste over a 24 hour period. Except as herein after provided, the strength of waste so found by analysis shall be used for establishing the surcharge or surcharges. The Township may accept the results of routine sampling and analysis by the producer of such wastes in lieu of making its own sampling and analysis.

- B. Calculation of surcharges. In the event seafood processing waste is found by the Township to have pollutants of concentration in excess of 500mg/1 of Biochemical Oxygen Demand (BOD) and 500mg/1 of Total Suspended Solids (TSS) concentration in excess both averaged on a quarterly basis the producer of said Waste shall pay a strength of waste surcharge in addition to the basic sewage service charge, which surcharge shall be computed by using the following formula:

$$S = \frac{(BOD) + (TSS)}{2}$$

where "S" is the surcharge to be multiplied by the basic Sewage Service Charge, BOD and TSS are the respective concentrations of BOD and TSS of the seafood processing waste expressed in mg/1. Surcharges are only applicable when either the average BOD or TSS concentration is less than 500mg/1, then 500mg/1 should be used in the calculations.

**§ 657-13. Additional surcharges; damage to sewer system cost of repair.**

- A. Any municipal or industrial waste producer causing or contributing to grease, solids, hydrogen sulfide (H<sub>2</sub>S), excessive corrosion, odors or other problems downstream from their discharge point in the sewer system, shall be responsible for a pro-rata share of any cost incurred by the Township to correct the problem, including but not limited to any material replacement, mechanical equipment, labor to install or chemical treatment.
- B. All industrial users requiring an industrial waste discharge permit and all significant waste generators shall be assessed a fee or service charge for each scheduled sampling to be performed by the Township. The fees to the user for each scheduled sampling shall include charges as determined by the Township, for sample collection, analysis and administrative services and shall be in addition to any costs of sample collection and analysis for which the user performs or has performed independently or privately.

**ARTICLE V**

**Inspection and Access to Property**

**§ 657-14. Access to property; inspection; repairs.**

- A. Township employees, contractors and agents shall be permitted to enter the property of any user of the water or sewer system at reasonable hours for the purpose of inspection, observation, measurement, and sampling and to inspect the water service

and sewer collection system to determine that the requirements of the Township regarding the use of the water and sewer connection are being observed.

- B. Any damage to pipes, lines, meters, manholes, or any other property of the Township caused by carelessness or neglect of a user shall be the responsibility of the user upon presentation of the bill therefore.

## **ARTICLE VI**

### **Mandatory Sewer Connections**

#### **§ 657-15. Sewer connection required.**

All properties within the township where a sewer line exists and having reasonable access thereto and when constructed from time to time shall be required to connect to the sewer system of the Township and to pay the appropriate connection fees and annual rate charges for such sewer services. The time required for such connection and the payment of the appropriate connection fees and user fees shall be as follows:

- A. For property owners where new lines are constructed by or on behalf of the Township and available for such sewer services, within one year from the date of notice by the Township; if such properties have not connected to the sewer system within the one-year period, the property owner shall pay the annual minimum user fees and a lien shall be placed on the property in the amount of the unpaid connection fee and user fees.
- B. For property owners where federal, state or related grants have been provided for the sewer system to service such properties, within one year from the date of notice by the Township; if such properties have not connected to the sewer system within the one-year period, the property owner shall pay the annual minimum user fees and a lien shall be placed on the property in the amount of the unpaid connection fee and user fees.
- C. For property owners where sewer services already exist, within one year from the date of notice by the Township or its designee or immediately upon change in property ownership; if such properties have not connected to the sewer system within the one-year period, the property owner shall pay the annual minimum user fees and a lien shall be placed on the property in the amount of the unpaid connection fee and user fees.

#### **§ 657-16. Property owner responsible for connection.**

The obligation to comply with the terms of this section shall be the obligation of the record owner of the property, regardless of any lease provision.

#### **§ 657-17. Notice.**

All notices required by this section shall be sent first class regular mail and certified mail, return receipt requested, to the last known property address for the owner of the affected property as contained in the then-current Township tax records.

**ARTICLE VII**

**Violations and Penalties**

**§ 657- 18. Violations and penalties.**

- A. In addition to any other penalty provided for in this chapter, any person, business entity, partnership, or association found guilty of a violation of this Chapter shall be subject to one or more of the following: a fine not exceeding \$1,000; a term of imprisonment in the county jail not exceeding 90 days, or a period of community service not exceeding 90 days. Each separate twenty-four-hour period during which a violation occurs or continues to occur shall be deemed to be a separate and distinct violation.
  
- B. All fines collected under this article shall be payable to the Township of Lower and shall be used for the sole purpose of constructing, operating or maintaining the water and or sewer systems or the retirement of debt incurred for same.

**Section 3.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

**Section 4.** Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

**Section 4.** This Ordinance shall become effective immediately upon final passage and publication, according to law.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
James Neville, Councilmember

\_\_\_\_\_  
Erik Simonsen, Councilmember

\_\_\_\_\_  
Norris Clark, Deputy Mayor

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

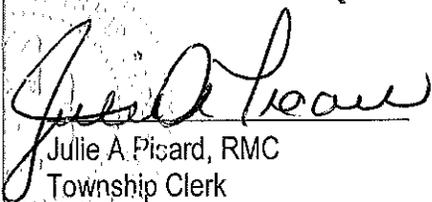
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Michael E Beck, Mayor

### CERTIFICATION

I, Julie A. Picard, RMC, Clerk of the Township of Lower, do hereby certify the attached Ordinance #2014-07, An Ordinance Amending the Code of the Township of Lower to Create a Water and Sewer Utility Division Within the Department of Public Works for the Township of Lower was passed upon first reading at a public Council meeting held on Monday, June 2, 2014 with the following vote:

Councilmember Conrad	Nay
Councilmember Neville	Yea
Councilmember Simonsen	Nay
Deputy Mayor Clark	Yea
Mayor Beck	Yea

Said Ordinance is scheduled for second reading and public hearing (tentatively) pending approval from the Local Finance Board, for the Council meeting of July 21, 2014 at 6pm at Township Hall. This Ordinance will be published in the July 2, 2014 edition of the Cape May Star and Wave and is available to the public at no charge.



Handwritten signature of Julie A. Picard in cursive script.

Julie A. Picard, RMC  
Township Clerk  
June 2, 2014