

RESOLUTIONS ADOPTED JUNE 20 2011

- Res. #2011-93, A Resolution Approving a Management Agreement by and Between the Township of Lower and Friends of Fishing Creek School, Inc. (Tabled May 16)
- Res. #2011-164, Payment of Vouchers, \$2,228,225.52
- Res. #2011-165, Approval for Fireworks by Grucci, Inc. to Load A Fireworks Barge in Lower Township
- Res. #2011-166, Approval for Pyrotecnico Fireworks to Load and Unload a Fireworks Barge in Lower Township
- Res. #2011-167, Issuance Ice Cream Peddling and Ice Cream Salesman's Licenses for the year 2011 to Fudgy Wudgy Ice Cream (2 vehicles and 2 salesmen)
- Res. #2011-168, Authorization for Shore Limousine LLC to Transfer Limousine License from 1998 Lincoln Town Car to a 2010 Cadillac DLS (Transfer of vehicle)
- Res. #2011-169, Resolution Approving Project Proposal between Hatch Mott MacDonald and the Township of Lower for Engineering and Surveying Services Related to Tax Map Revisions and Updates(\$2,800.00)
- Res. #2011-170, Resolution Increasing the Bid Threshold Pursuant to NJSA 40A:11-3a (Bid threshold \$36,000 - Quote threshold \$4,300.00)
- Res. #2011-171, Authorization for Refund of Taxes (1property - overpayment)
- Res. #2011-172, Insertion of Special Item of Revenue Pursuant to N.J.S.A., Chapter 159 (Cops in Shops, \$1200)
- Res. #2011-173, Resolution Amending Resolution #2011-139 Entitled Award of Telecommunication Service to Verizon New Jersey (Correcting rate plan to reflect additional savings)
- Res. #2011-174, Resolution Authorizing a Shared Services Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services (Renewal of Shared Service Agreement with County for 7 years)
- Res. #2011-175, Annual Renewal of Liquor Licenses (yearly renewal)
- Res. #2011-176, Appointment of Zoning Board Members (2 regular members & 2 alternates)
- Res. #2011-177, Appointment of Planning Board Members (1 regular member & 1 alternate)
- Res. #2011-178, Resolution Appointing Brian Marker as Acting Chief of Police (Effective July 1, 2011)
- Res. #2011-181, Appointment to the Recreation Advisory Board (Filling unexp term of Alt. Member)
- Res. #2011-182, Resolution Approving Agreement for Redwood Avenue Beach Stairs (if all required documents have been finalized)
- Res. #2011-183, Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. (Matters related to Collective Bargaining, Acquisition of Real Property & Attorney Client Privilege)

NOT INCLUDED

- Res. #2011-179, Ratification of Contract with PBA Local 59 For The Years 2012 through 2014 (if approved at Closed Session) **(withdrawn)**
- Res. #2011-180, Resolution Ratifying the Agreement Between the Township of Lower and Brian Marker, the Chief of Police (if approved at Closed Session - 3 yr effective July 1, 2011) **(withdrawn)**

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

RESOLUTION #2011-93

TITLE: A RESOLUTION APPROVING A MANAGEMENT AGREEMENT BY AND BETWEEN THE TOWNSHIP OF LOWER AND FRIENDS OF FISHING CREEK SCHOOL, INC.

WHEREAS, the Township of Lower is the lessee of a property known as the Fishing Creek School in the Township of Lower in accordance with a lease with the State of New Jersey upon the property designated as Lot 5, Block 334.01; Lot 3, Block 334.02 on the official Tax Map of the Township of Lower; and

WHEREAS, the Fishing Creek School holds historical significance for the citizens of the Township of Lower and of the State of New Jersey; and

WHEREAS, the Township is desirous of entering into an agreement for the stewardship of this historic site through the effective management of say by Friends of Fishing Creek School, Inc., a not-for-profit corporation of the State of New Jersey whose purpose is the maintenance and management of the Fishing Creek School; and

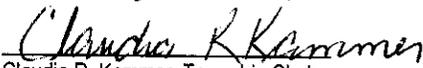
WHEREAS, a management agreement has been proposed to govern the management of the Fishing Creek School facility by Friends of Fishing Creek School, subject to the oversight of the Township Council and a copy of the agreement is attached hereto; and

WHEREAS, the Township is given certain express and implied powers for the upkeep and management of museum and museum-like facilities under N.J.S.A. 40:23-6.22 and other laws,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower duly assembled in public session this 20th day of June, 2011, as follows:

1. The preamble of this Resolution is incorporated here by reference;
2. The Mayor and Clerk are hereby authorized and directed to execute the aforementioned agreement, which is hereby approved, which shall govern the management of the Fishing Creek School by Friends of Fishing Creek School, Inc.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.


 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement") is entered into as of the 20th day of June, 2011, (the "Effective Date") by and between FRIENDS OF FISHING CREEK SCHOOL, INC., a New Jersey nonprofit corporation ("FOFCS") and TOWNSHIP OF LOWER, a New Jersey municipal corporation (the "Township").

WITNESSETH:

WHEREAS, the Township is the tenant of certain real property known as Lot 5, Block 334.01 and Lot 3, Block 334.02 on the Official Tax Map of the Township, on which there is located a structure known as the Fishing Creek School (the "Premises"); and

WHEREAS, the Township intends to utilize the Premises as a local historical center operating as a museum, welcome center, meeting place, education and school program center and passive recreation (the "Planned Uses"); and

WHEREAS, FOFCS is a New Jersey non-profit corporation, that was created to promote interest in the history of the Township, to sponsor and cooperate with groups to preserve, protect and restore the Fishing Creek School; and

WHEREAS, the Township desires to contract with FOFCS to manage the Premises, as provided herein, and FOFCS desires to contract with the Township for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1

RELATION OF PARTIES

1.1 The Township and FOFCS share the common goal of establishing and maintaining the Premises as an historical center for the Planned Uses.

1.2 The Township leases the Premises from the State of New Jersey by way of a lease agreement entered into in November of 2003. (the "Lease Agreement"). A copy of the lease agreement, which is incorporated herein by this reference, is attached hereto as EXHIBIT A. FOFCS, by this Agreement, shall manage the Premises. The Township will review operational policies and procedures provided by FOFCS and, if approved, will adopt such policies and procedures for the Premises. FOFCS shall manage the Premises in accordance with the Lease Agreement.

1.3 The Township and FOFCS are separate and independent entities. This Agreement shall not constitute nor be construed to be or to create a partnership or joint venture between the Township and FOFCS. The relationship of FOFCS to the Township is that of an independent contractor.

ARTICLE 2

RESPONSIBILITIES OF FOFCS

2.1 Scope. The Premises shall be utilized as an historical center for the Planned Uses. FOFCS shall develop and manage the Premises in accordance with policies and procedures adopted by FOFCS with the consent of the Township.

2.2 Management Services. FOFCS shall provide day-to-day management of the Premises. The Township shall consult with FOFCS for any marketing plans and advertising which the Township decides to perform in connection with the Premises. FOFCS recognizes that the Premises is listed on the State and National Register of Historic Places and must be maintained in accordance with the Secretary of the Interior's standards.

2.3 Operations of the Premises.

(a) Designated Operations. FOFCS shall be responsible for all day-to-day operations in maintaining the common goal outlined in Section 1.1 of this Agreement. FOFCS shall recognize, establish and maintain the Fishing Creek School for such purposes.

(b) Museum. FOFCS shall maintain the Fishing Creek School as a museum dedicated to the history and development of the Township.

(c) Community and School Groups. FOFCS shall maintain schedules and calendars for community and school groups to utilize the Fishing Creek School for regular meetings.

(d) Community Center. FOFCS shall allow local residents to gather together as a community in accordance with the Policies and Procedures agreed to by both parties.

(e) Passive Recreation Area. FOFCS shall allow passive recreational activities in accordance with the Policies and Procedures.

(f) Headquarters. The Premises shall serve as headquarters for FOFCS. FOFCS shall manage the calendar with respect to the scheduling of meetings for outside organizations.

(g) Other Operations. FOFCS agrees to manage and operate the Premises under the direction of the Township. If FOFCS desires to operate the facility in any manner not agreed to within this Agreement, FOFCS must have direct consent of the Township after consultation with the Township Manager and compliance with any applicable portions of the Local Public Contracts Law or other law. FOFCS shall adhere to the desires of the Township to incorporate other uses of the Premises or to discontinue or modify any of the operations designated within this Agreement.

2.4 Compliance with Law. FOFCS is a validly formed and duly existing New Jersey non-profit corporation, in good standing under the laws of the State of New Jersey and is exempt from federal tax under Internal Revenue Code Section 501 (c)(3). If, at any time during the term of this Agreement, FOFCS's charter is revoked or its status as an Internal Revenue Code Section 501 (c)(3) organization is terminated, it shall be deemed a material breach of this Agreement entitling the Township to terminate this Agreement immediately.

2.5 Renovations and Improvements. All renovations and improvements must be approved in writing by the Township and may be subject to the Local Public Contracts Law. The Premises remains the property of the State of New Jersey. Therefore, any permanent renovations or improvements shall become part of the Premises and owned by the State of New Jersey at the termination of this Agreement. If renovations or improvements are made without written consent of the Township or in non-compliance with all requirements and permits of governmental authorities, then FOFCS shall remove said renovations or improvements upon the demand of the Township.

(a) All renovations and improvements must be in accordance with the Secretary of the Interior's standards as the Premises is listed on the State and National Register of Historic Places.

(b) FOFCS shall not post any signs or advertisements without approval in writing by the Township.

2.6 Maintenance. The Township shall maintain the grounds of the Premises as a Township Park under the direction of the Superintendent of Parks and Recreation. Grounds keeping will be maintained on a routine basis and funded under the current Township budget. Building maintenance shall be provided by the Township Supervising Maintenance Repairer in the Department of Public Works. Any mutually agreed upon expenditures for building maintenance that exists outside of the Township's budgetary limits may be made with funds received by FOFCS through its donations and fund raising activities or other available funds.

2.7 Facilities. FOFCS shall adhere to, maintain, observe, perform all of the covenants in the Lease Agreement, except the covenant for the payment of rent, and do nothing to otherwise breach the Lease Agreement.

2.8 Insurance. FOFCS shall maintain general liability insurance in an amount to be mutually agreed upon by FOFCS and the Township.

2.9 Township Park. FOFCS shall maintain the Premises in accordance with this Agreement and The Lower Township Code Section 475.

ARTICLE 3

RESPONSIBILITIES OF THE TOWNSHIP

3.1 Facilities. The Township shall provide the Premises for FOFCS. The Township shall maintain, observe, perform all of the covenants, and not do anything to otherwise breach the Lease Agreement. The Premises shall be maintained by the Township. The grounds shall be maintained as a Township Park under the direction of the Superintendent of Parks and Recreation. Grounds keeping will be maintained on a routine basis and funded under the current Township budget.

3.2 Park. The Premises shall be maintained by the Township as a Township Park. The Township will provide benches, tables, receptacles, and signs, which recite rules and regulations for use of the Park.

3.3 Utilities. The Township shall be responsible for payment of all electricity, water and/or other services or utilities used in or assessed against the Premises.

3.4 Renovations and Improvements. The Township shall obtain written approval, as needed, from the State of New Jersey, for any renovations or improvements.

3.5 General Responsibility. The Township shall have general responsibility for assisting and directing, as necessary, FOFCS in accordance with establishing and maintaining an historical center.

3.6 Insurance. The Township shall provide insurance for the Premises; covering both the grounds and the buildings. Comprehensive general liability insurance, with combined single coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00). The Township shall name FOFCS as an additional insured against any and all claims for personal injury, death or property damage arising from the use or actions of the Lessee.

3.7 Planning and Development. The Township shall assist and direct, as necessary, FOFCS in establishing and implementing plans to provide an historical center for the Planned Uses. The Township may modify the Planned Uses and operations of the Premises but must remain in accordance with the Secretary of the Interior's standards for properties listed on the State and National Register of Historic Places and the Lease Agreement.

ARTICLE 4

INDEMNIFICATION

4.1 Indemnification. Each party agrees to indemnify and hold harmless the other from claims for damages, costs or expenses including, but not limited to, costs of defense incurred by such other party, which may be caused by any breach, negligent acts or omissions by it or its directors, officers, or employees in connection with the breach or the performance or failure to perform obligations under this Agreement, but only in proportion to the extent such damages, costs or expenses are caused by or result from any breach, negligent acts or omissions of this Agreement by any thereof.

ARTICLE 5

TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date, as defined above, and shall continue in effect for a term of five (5) years (the "Initial Term"), unless sooner terminated pursuant to this Article 5.

5.2 Events of Default.

(a) The Township can terminate this Agreement on 90 days notice for any breach provided that FOFCS is given prior written notice of such breach and is further given 30 days to repair such breach from the date of such written notice, to the satisfaction of the Township.

5.3 Duties Upon Termination or Expiration of this Agreement. If this Agreement is terminated upon expiration of its term, or earlier as provided in Section 5, or Section 6.8:

(a) Neither party shall be released or discharged from any obligation, debt or liability which has previously accrued or been incurred and remains to be performed upon the date of termination or expiration;

(b) Any sums of money owing by one party to the other shall be paid immediately; including without limitation;

(c) Damages and any other remedies available at law or in equity may be sought and collected from the Breaching Party in the event of a termination resulting from an Event of Default.

ARTICLE 6

6.1 Waiver. Neither the waiver by any party to this Agreement of any breach of any term or condition of this Agreement, nor the failure of the parties to enforce any provisions of this Agreement or to exercise any right hereunder, will be construed as a waiver of any subsequent breach or default, or as a waiver of any other provision hereunder.

6.2 Notices. If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve notice, demand, or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by facsimile transmission with voice confirmation and receipt confirmed, by overnight courier which provides confirmation of delivery, or by depositing the same in the United States mail, registered or certified, return receipt requested, postage paid, and the notice shall be addressed as follows:

If to FOFCS:

If to the Township:

Township Manager
Lower Township Municipal Building
2600 Bayshore Road
Villas, New Jersey 08251

6.3 Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns; provided however that neither party may sell, transfer, assign or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.4 Successors and Assigns. Subject to the provisions of Section 5.3, hereinabove, the terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6.5 Severability. Nothing contained in this Agreement shall be construed to require the commission of an act contrary to law, and whenever there is a conflict between any provision of this Agreement and any statute, law, ordinance or regulation, the latter shall prevail. In such event, and in any case in which any provision of this Agreement is determined to be in violation of a statute, law, ordinance, or regulation, the affected provision(s) shall be limited only to the extent necessary to bring it or them within the requirements of the law and, insofar as possible under the circumstances, to carry out the purposes of this Agreement. The other provisions of this Agreement shall remain in full force and effect, and the invalidity or unenforceability of any provision hereof shall not affect the validity and enforceability of the other provisions of this Agreement, nor the availability of all remedies in law or equity to the parties with respect to such other provisions.

6.6 Headings. The headings used in this Agreement are for convenience of reference only and shall have no force or effect in the construction or interpretation of the provisions of this Agreement.

6.7 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Jersey, to the jurisdiction of which each of the parties hereby submits.

6.8 Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date of this Agreement, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, FOFCS and the Township shall amend this Agreement to the maximum extent possible to preserve the underlying arrangements between FOFCS and the Township. If an amendment is not possible, either party shall have the right to terminate this Agreement.

6.9 Language Construction. The language in all parts of this Agreement shall be construed in all cases according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.10 Communications. FOFCS and the Township agree that good communication between the parties is essential to the successful performance of this Agreement, and each therefore pledges to communicate fully and clearly with the other on matters relating to the successful operation of the historical center.

6.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussion, whether written or oral, between or among the parties, regarding the subject matter of this Agreement.

6.12 Amendments Only in Writing. This Agreement may not be amended or modified in any respect whatsoever, except by an instrument in writing, signed by the parties hereto.

6.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same Agreement. This Agreement shall not become effective until it has been executed by all of the parties hereto.

6.14 Commercial Impracticability. No party to this Agreement shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond that party's reasonable control, including, for example, an act of God, labor disturbance such as a strike or walkout, war, riot, fire, storm, accident, government regulation or interference, or mechanical, electronic, or communications failure.

6.15 Election of Remedies. The respective rights of the parties to this Agreement shall be cumulative. Each party shall have all other rights and remedies not inconsistent with this Agreement as law and equity may provide. No exercise by any party of any one right or remedy shall be deemed to be an exclusive election of rights or remedies.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day and year first above written.

ATTEST:

THE TOWNSHIP OF LOWER, a New Jersey municipal corporation

Claudia R. Kammer
Claudia R. Kammer, Township Clerk

BY: Michael Beck
Michael Beck, Mayor

ATTEST:

FRIENDS OF FISHING CREEK SCHOOL, INC., a New Jersey nonprofit corporation

BY: _____
, President

06/16/11
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RESOLUTION #2011-164
Lower Township
Bill List By Vendor Id

Page No: 1

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00055 LARRY AKINS	11-01570	06/06/11	CONTRACTUAL REIMBURSEMENT - V	Open	235.00	0.00		
00085 AMERICAN SWIMMING POOLS*	11-01538	06/01/11	FILTER GRIDS FOR POOL	Open	296.00	0.00		
00096 CATHERINE R. ANDERSON	11-01683	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
00110 ANCO HOME CENTER*	11-00323	02/03/11	ANCO MONTHLY EXPENSES	Open	30.73	0.00		
	11-01053	04/27/11	MISC. SUPPLIES MONTH OF MAY	Open	208.64	0.00		
	11-01230	05/05/11	SUPPLIES FOR RDS/SIGNS/BLDG	Open	579.42	0.00		
					818.79			
00195 B.F. MOLZ, INC*	11-01469	05/24/11	BUDGET SUPPLIES - DUP 2010	Open	359.84	0.00		
00249 GHAZALA BARKAT	11-01648	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
00257 BAYSHORE LANDSCAPING INC*	11-00944	04/12/11	2011 GROUNDS/PARKS MAINT BID	Open	9,290.00	0.00		B
00258 BCI BURKE*	11-01326	05/12/11	MISC. HARDWARE FOR PLAYGROUND	Open	331.76	0.00		
00301 BELMONT AND CRYSTAL SPRINGS*	11-01699	06/10/11	WATER DPS	Open	28.68	0.00		
	11-01703	06/10/11	BOTTLED WATER - COURT	Open	9.56	0.00		
	11-01705	06/10/11	BOTTLED WATER - TOWNHALL	Open	28.68	0.00		
	11-01753	06/13/11	BOTTLED WATER - FIRESAFETY	Open	9.68	0.00		
	11-01765	06/15/11	BOTTLED WATER FOR MONTH OF MAY	Open	78.04	0.00		
					154.64			
00358 EUGENE BIENIECKI	11-01678	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
00360 JANE BIENIECKI	11-01677	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
00365 BLUE STAR*	11-01315	05/11/11	SUPPLIES FOR GARAGE/DPW	Open	1,477.00	0.00		
00375 ELEANOR A BOCHONOK	11-01640	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		

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Lower Township
Bill List By Vendor Id

Page No: 3

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
	11-01477	05/25/11	MAINT. CONTRACT	Open	2,145.00	0.00		
01087 ANTHONY J. COSTANZO	11-01657	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
01109 LOIS JANE CRAMER	11-01712	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01110 COLLEEN CRIPPEN	11-01547	06/02/11	CONTRACTUAL REIMBURSEMENT - V	Open	174.00	0.00		
01164 DIVISION OF LOCAL GOV SERVICES	11-01330	05/12/11	RENEWAL TAX COLL CERT - K.BROW	Open	50.00	0.00		
01170 VERIZON WIRELESS* F/S	11-01587	06/08/11	CELL SERVICE - FIRE SAFETY	Open	87.36	0.00		
01171 VERIZON WIRELESS - TOWNHALL	11-01567	06/06/11	CELL SERVICE 4/24-5/23/11	Open	1,285.88	0.00		
01246 ROCCO SANSONE	11-01550	06/02/11	SOCCER OFFICIAL FOR PEEWEE	Open	160.00	0.00		
01480 E-Z PASS	11-01693	06/10/11	E-ZPASS	Open	400.00	0.00		
01484 E-ZPASS MARYLAND SERVICE CTR	11-01577	06/06/11	TOLLS	Open	45.00	0.00		
01512 J.P. SPORTS INC.*	11-00553	02/28/11	MISC. SOCCER SUPPLIES	Open	328.38	0.00		
	11-00803	03/28/11	MUELLER LEAGUE FIRST AID KIT	Open	136.00	0.00		
					----- 464.38			
01519 TOM FOLS ELECTRICALCONTRACTOR*	11-01585	06/08/11	LIGHTING - TWP SIGN	Open	650.00	0.00		
01530 FIRE DISTRICT #1	11-00887	04/07/11	2011 FIRE DISTRICT TAXES	Open	109,215.68	0.00		
01532 JACQUELINE U HENDERSON	11-01632	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01540 FIRE DISTRICT #2	11-00888	04/07/11	2011 FIRE DISTRICT TAXES	Open	174,690.00	0.00		
01550 FIRE DISTRICT #3	11-00889	04/07/11	2011 FIRE DISTRICT TAX	Open	153,852.53	0.00		
01579 BEATRICE M. FLANIGAN	11-01666	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01649 GARDEN STATE HWY PRODUCTS, INC*	11-01448	05/20/11	SIGN POSTS	Open	4,200.00	0.00		
01690 GRANTURK EQUIPMENT CO*	11-01438	05/18/11	PARTS FOR TRASH TRUCK/DPW	Open	1,022.00	0.00		
01733 FRANCIS MCLAUGHLIN	11-01685	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01736 NORMAN J GUNN	11-01667	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01767 WILLIAM R. HARTLEY, SR	11-01620	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*	10-02407	09/23/10	OUTFALL PROJECT/DEL. BAY	Open	113.57	0.00		B
	10-03145	12/08/10	ROOFING SYSTEM - REC CENTER	Open	3,388.00	0.00		B
	11-00505	02/23/11	OUTFALL EXTENSIONS/RES#2011-47	Open	384.55	0.00		B
	11-01563	06/03/11	ESCROW BILLING	Open	1,664.60	0.00		

					5,550.72			
01785 ROBERT HARTMAN SR	11-01571	06/06/11	CONTRACTUAL REIMBURSEMENT	Open	114.19	0.00		
01791 CINDY S. HARTLEY	11-01625	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
01793 ANNA M. HASSON	11-01622	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
01796 JENNIE HAUSER	11-01639	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
01803 HORIZON DENTAL OPTION*	11-01573	06/06/11	JUNE, 2011 DENTAL COBRA	Open	83.68	0.00		
01806 ANTHONY J HARVATT, II, ESQ	11-01283	05/06/11	BOARD SOLICITOR SALARY	Open	383.33	0.00		
	11-01520	06/01/11	LEGAL SERVICES	Open	913.00	0.00		
	11-01562	06/03/11	ESCROW RESOLUTIONS	Open	1,050.00	0.00		

					2,346.33			
01885 JOHN HUGHES	11-01646	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
01912 GRUCCIO, PEPPER, DESANTO & RUTH PA	11-00157	01/14/11	2011 CONTRACT EXPENSES DNE	Open	4,130.50	0.00		B
02089 K-MART STORE #9133*	11-01487	05/25/11	PRIZES/GIVEAWAYS FOR BBQ	Open	196.89	0.00		

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Lower Township
Bill List By Vendor Id

Page No: 5

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02140	KINDLE FORD LINC/MERC., INC.*							
	11-01236	05/05/11	PARTS FOR DPS/POLICE	Open	349.43	0.00		
02175	BRUCE KLAUSING							
	11-01617	06/09/11	CONTRACTUAL REIMBURSEMENT - V	Open	190.00	0.00		
02195	JOHN KOZAK							
	11-01651	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
02208	PENNY BECICA-KRAUS							
	11-01645	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
02247	LAWSON PRODUCTS, INC.*							
	11-01238	05/05/11	SUPPLIES FOR GARAGE/DPW	Open	1,555.72	0.00		
02303	ANNE E LONERGAN							
	11-01638	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
02320	LOWER TOWNSHIP BRD OF EDUCATN							
	11-01282	05/06/11	SCHOOL TAX DUE 1ST OF MONTH	Open	1,451,560.80	0.00		
02402	MGL PRINTING SOLUTIONS							
	11-00594	03/04/11	TAX BILLS	Open	898.00	0.00		
	11-01062	04/28/11	WINDOW ENVELOPES - TAX	Open	650.00	0.00		

					1,548.00			
02420	MAIN STREET AUTO & CYCLE SALES							
	11-01542	06/01/11	MOTORCYCLE MAINT.	Open	689.45	0.00		
02465	BARBARA MAHON							
	11-01630	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
02466	ROBERT E. MAHON							
	11-01643	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
02541	ROBERT D. MARTIN, JR							
	11-01568	06/06/11	CONTRACTUAL REIMBURSEMENT	Open	104.98	0.00		
02585	WILLIAM MASTRIANA							
	11-01786	06/15/11	TRAINING MEALS	Open	78.40	0.00		
02607	MICHAEL MAJANE							
	11-01785	06/15/11	TRAINING MEALS	Open	58.41	0.00		
02654	LORETTA MCKENZIE							
	11-01731	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
02734	LASER TECHNOLOGY INC*							
	11-01056	04/27/11	BATTERY	Open	247.00	0.00		
03008	NJ DEPT OF TREASURY							

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
	11-01338	05/16/11	DEP VEHICLE REGISTRATION/DPW	Open	5,864.00	0.00		
03072	NJ STATE LEAGUE OF MUNICIPALIT*							
	11-01564	06/03/11	LEAGUE MAGAZINE OCT 11-JUNE 12	Open	176.00	0.00		
03104	NORTHEAST IND.&MARINE SUPPLY*							
	11-00983	04/18/11	MATERIALS FOR WASH BAY/DPW	Open	3,582.30	0.00		
03109	TRU GREEN CHEMLAWN							
	11-00957	04/13/11	FIELD MAINT CONTRACT-F.DOUGLAS	Open	800.00	0.00		B
03135	NEXT GENERATION IND, INC*							
	11-01297	05/10/11	CHEMICAL SUPPLIES FOR GARAGE	Open	1,464.58	0.00		
03144	NAOMI NICHOLS							
	11-01680	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03160	OFFICE BASICS, INC*							
	11-01488	05/25/11	COPY PAPER - 20 CASES	Open	567.80	0.00		
03177	OCEAN CREST PRINTING*							
	11-01423	05/18/11	ENVELOPES - FIRE SAFETY	Open	346.00	0.00		
03285	PARA PLUS TRANSLATIONS, INC.*							
	11-01476	05/25/11	INTERPRETER	Open	186.00	0.00		
03288	KATHRYN PATTERSON							
	11-01660	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
03289	THOMAS W. PATTERSON							
	11-01735	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03305	PEDRONI FUEL*							
	11-01515	06/01/11	NO LEAD GAS/DPW	Open	615.91	0.00		
03315	PATRICK WALSH							
	11-01493	05/27/11	LACROSSE GAME OFFICIAL	Open	180.00	0.00		
03387	POGUE INC. *							
	11-01433	05/18/11	PRE-EMPLOYMENT TESTING/DPW	Open	931.00	0.00		
03427	POLAR BEAR*							
	11-01539	06/01/11	HVAC	Open	269.00	0.00		
03458	JOANN H. RASH							
	11-01659	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
03478	RED THE UNIFORM TAILOR, INC.*							
	11-01342	05/16/11	UNIFORMS	Open	167.00	0.00		
	11-01352	05/16/11	UNIFORMS	Open	931.90	0.00		
	11-01429	05/18/11	UNIFORMS	Open	377.00	0.00		
	11-01430	05/18/11	UNIFORMS	Open	617.00	0.00		

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
					2,092.90			
03507	JEAN ROBSON							
	11-01658	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
03512	JEANETTE SMITH-REEVES							
	11-01637	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03518	RIGGINS, INC.*							
	11-01598	06/08/11	OFF-HIGHWAY DIESEL/DPW	Open	1,107.62	0.00		
03553	RANSOME INTERNATIONAL, LLC*							
	11-01337	05/16/11	PARTS FOR COUNTY VEH.	Open	224.53	0.00		
03634	SOLTZ PAINT, INC.*							
	11-01339	05/16/11	TRAFFIC PAINT/SUPPLIES	Open	950.95	0.00		
03637	SHOPPE							
	11-00551	02/28/11	ADVERTISING FOR KIDS BIKE DAY	Open	140.00	0.00		
	11-01332	05/13/11	ADV FOR BIKE AUCTION 5/21/2011	Open	270.00	0.00		

					410.00			
03640	MADLINE R. SHOWERS							
	11-01743	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03656	JOHN W. SKOWRONSKI							
	11-01649	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
03663	SOUTH JERSEY AUTO SUPPLY*							
	11-00925	04/11/11	PARTS FOR RDS/SANT/RECY/DPW	Open	461.40	0.00		
03664	AUDREY L. SMITH							
	11-01709	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03679	BARBARA SLONIS							
	11-01714	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03680	DOLORES SMARGIASSI							
	11-01721	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03702	PAUL A. SMARGIASSI							
	11-01719	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03729	FLORENCE STATKIEWICZ							
	11-01707	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03733	JAMES D. STRICKLAND							
	11-01569	06/06/11	CONTRACTUAL REIMBURSEMENTS	Open	241.46	0.00		
03756	HELEN TATAM							
	11-01746	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		

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Bill List By Vendor Id

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03810	MUNICIPAL UTIL AUTH USAGE COST							
	11-01783	06/15/11	SEWER BILLING DUE 7/01/11	Open	1,160.00	0.00		
03814	UNIVERSAL COMPUTING SERV.,INC*							
	11-01175	05/02/11	NOTICES	Open	354.00	0.00		
03820	MUNICIPAL UTIL. AUTH ON CALL							
	11-01514	06/01/11	ONE CALL MESSAGES/DPW	Open	123.03	0.00		
03852	CATHERINE A. TURNEY							
	11-01713	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
03899	UPS							
	11-01440	05/18/11	SHIPPING	Open	35.78	0.00		
03904	LOWE'S HOME CENTER INC*							
	11-01574	06/06/11	MATERIALS FOR PARKLOT/TWP HALL	Open	166.66	0.00		
03971	VERIZON WIRELESS							
	11-01565	06/06/11	MDT WIRELESS	Open	644.12	0.00		
03994	MARGARET VITELLI							
	11-01758	06/13/11	CONTRACTUAL REIMBURSEMENT - V	Open	99.00	0.00		
04030	WEST PUBLISHING PAYMENT *							
	11-01560	06/02/11	ANNUAL UPDATES - 2011 DRUNK DR	Open	221.00	0.00		
	11-01704	06/10/11	NJ CODE OF CRIMINAL JUSTICE	Open	146.00	0.00		

					367.00			
04039	TIMOTHY WHITTINGTON							
	11-01262	05/05/11	ALTERATIONS	Open	40.00	0.00		
04043	FLORENCE WESOLOWSKI							
	11-01742	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
04059	THOMAS WILL							
	11-01582	06/08/11	CONTRACTUAL REIMBURSEMENT	Open	50.00	0.00		
04062	VOLUNTEERS IN MEDICINE							
	11-01615	06/08/11	2010 & 2011 CONTRIBUTION	Open	15,379.00	0.00		
04075	BARBER CONSULTING SERVICES LLC							
	11-01583	06/08/11	COMPUTER SERVICES - JUNE,2011	Open	585.00	0.00		
04082	USA MOBILITY WIRELESS INC*							
	11-01694	06/10/11	PAGER FOR DPW-	Open	6.24	0.00		
04097	CINTAS FIRST AID AND SAFETY*							
	11-01549	06/02/11	FIRST-AID KIT SUPPLIES/DPW	Open	186.65	0.00		
04117	BILL ROLLINS							
	11-01496	05/27/11	LACROSSE GAME OFFICIAL	Open	120.00	0.00		

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
	11-01674	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
DACEY ELIZABETH H. DACEY	11-01720	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
DOLLARD MADELINE DOLLARD	11-01671	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
DOLLJ JAMES T. DOLLARD	11-01715	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
EDWA RITA EDWARDS	11-01727	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
EGAR JACK EGAN	11-01556	06/02/11	LACROSSE GAME OFFICIAL	Open	60.00	0.00		
FANI PATRICIA FANIEL	11-01684	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
FREAS JEAN FREAS	11-01665	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
FREG ELIZABETH FREGA	11-01670	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
GAFF PATRICIA A. GAFFNEY	11-01682	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
GASSER COZETTE GASSER	11-01641	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
GIAIRO ANN GIAIRO	11-01636	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
HARTL WILLIAM HARTLEY, JR	11-01669	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
HARTLEY CHRISTINE HARTLEY	11-01627	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
HELVE ANN HEAP-HELVESTON	11-01652	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
HUGH CHARLES HUGHES III	11-01668	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
HUGHC CAROL MCCARTHY	11-01624	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
JASP JANET JASPERSE	11-01732	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
KEEND DOLORES RAMBO	11-01675	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
KINGR RICHARD KING	11-01725	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
KIRSCHN SCOTT KIRSCHNER	11-01661	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	212.50	0.00		
LAMOC CHARLES LAMONTE	11-01664	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
LETI MARY LETIZIO	11-01730	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
LETIZIO BARTOLOMEO J LETIZIO	11-01655	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
LIPS JOHN LIPSETT	11-01679	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
LIPSM MARGARET LIPSETT	11-01740	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
LISTW JOAN LISTWAN	11-01710	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
LOGUEC CHARLOTTA LOGUE	11-01747	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
LONEP PATRICIA LONERGAN	11-01621	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
MANSFIEL JAMES E MANSFIELD	11-01718	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
MARRO GERALDINE MARRO	11-01723	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
MARROR ROBERT H MARRO	11-01672	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
MCGR DANIEL MCGRANAGHAN	11-01650	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
MCGRAN CARLIE MCGRANAGHAN	11-01647	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
MCMAST SANDRA MCMASTER	11-01557	06/02/11	LACROSSE GAME OFFICIAL	Open	60.00	0.00		
MCMONI MARIE A MCMONIGLE	11-01706	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
	11-01737	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
SKOWR CATHERINE SKOWRONSKI	11-01689	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
SOLINO ERNESTINE SOLINO	11-01633	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
SOMER ELIZABETH M SOMERS	11-01642	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	225.00	0.00		
STEBL RALPH P STEBLEIN	11-01726	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
TRUEH PATRICIA TRUEHART	11-01734	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WEEKS JOHN & SANDRA WEEKS	11-01759	06/13/11	OVERPYMT OF TAX RES.2011-171	Open	290.72	0.00		
WEISSM BEATRICE WEISSMAN	11-01687	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WEISSMAN WAYNE WEISSMAN	11-01686	06/09/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WERN JOSEPH WERNER	11-01736	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WESTD DEBORAH A WEST	11-01717	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WISSM MARY JANE WISSMAN	11-01744	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
WOLTJ JOAN WOLTJEN	11-01729	06/13/11	JUNE 7, 2011 PRIMARY ELECTION	Open	200.00	0.00		
Total Purchase Orders: 229 Total P.O. Line Items: 334 Total List Amount:					2,193,035.30	Total Void Amount:	0.00	

**Lower Township
Bill List
06/20/2011**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
Comcast	11-01616	Internet Access	45161	06/09/11	\$ 190.22
Lower Twp Rescue	11-01579	2011 Contrib due 6/5	45162	06/13/11	\$ 35,000.00
Total Manual Checks					\$ 35,190.22
Total brought forward from computer generated bill list					\$ 2,193,035.30
TOTAL BILL LIST					<u>\$ 2,228,225.52</u>

I certify the foregoing to be a Resolution adopted by the Township Council on June 20, 2011.



 Claudia R. Kammer, RMC, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYES		X	X	X	Y
NAYS					
ABSTAIN					
ABSENT	X				

D Pung
Grucci

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

RESOLUTION #2011-165

TITLE: APPROVAL FOR FIREWORKS BY GRUCCI, INC. TO LOAD A FIREWORKS BARGE IN LOWER TOWNSHIP

WHEREAS, Fireworks by Grucci, Inc has requested permission to load a barge in Lower Township for a fireworks display on July 4th in Atlantic City, and

WHEREAS, Fireworks by Grucci, Inc. has provided proof of liability insurance as required by Uniform Fire Code Section 5:18-3.27 and sign a Hold Harmless agreement required, and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower that Fireworks by Grucci, Inc. is hereby granted permission to load the "fireworks barge" for Atlantic City on July 4th (rain date July 5th) in Lower Township in accordance with all other necessary approvals.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of June 20, 2011.

Claudia R Kammer
Claudia Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

D Perry
Pyrotechnics

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

RESOLUTION #2011-166

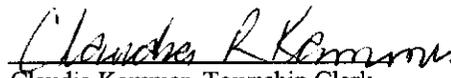
TITLE: APPROVAL FOR PYROTECNICO FIREWORKS TO LOAD AND UNLOAD A FIREWORKS BARGE IN LOWER TOWNSHIP

WHEREAS, Pyrotecnico Fireworks has requested permission to load and unload barge in Lower Township for a fireworks display on July 3rd for Lower Township, July 4th for the Congress Hall, July 4th and October 8th for Ocean City and July 3rd for the Borough of Avalon, and

WHEREAS, Pyrotecnico Fireworks will be required to provided proof of liability insurance as required by Uniform Fire Code Section 5:18-3.27 and sign a Hold Harmless agreement required before a permit by the Fire Official will be issued only for Lower Township display, and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower that Pyrotecnico Fireworks is hereby granted permission to load and unload the "fireworks barge" for Lower Township July 3rd, July 4th for the Congress Hall, July 4th and October 8th for Ocean City and Avalon displays on July 3rd in accordance with all other necessary approvals and permits.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of June 20, 2011.


Claudia Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-167

TITLE: ISSUANCE ICE CREAM PEDDLING AN ICE CREAM SALESMAN'S LICENSES FOR THE YEAR 2011 TO FUDGY WUDGY ICE CREAM

WHEREAS, Jesse Matsinger t/a Fudgy Wudgy Ice Cream has submitted applications for Ice Cream Peddling and Ice Cream Salesman's Licenses for the year 2011, 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 2011.

Ice Cream Peddling Salesman License

Jesse Matsinger

Troy Smith

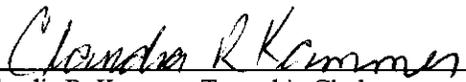
Ice Cream Peddling Business License

85 Ford E350 Vin#1FDJE34G6FHB07610

90 Chevy P30 Vin#1GBFP32KXL3309438

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 resolution was adopted by the Township Council on June 20, 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-168

TITLE: AUTHORIZATION FOR SHORE LIMOUSINE, LLC TO TRANSFER LIMOUSINE LICENSE FROM 1998 LINCOLN TOWN CAR TO 2010 CADILLAC DLS

WHEREAS, Shore Limousine, LLC applied for and received a limousine license for a 1998 Lincoln Town Car, Vin #1LNFM81W4W4684783, and

WHEREAS, Shore Limousine, LLC has replaced the above vehicle with a 2010 Cadillac DLS, VIN #1G6KR5EY1AU103662 and has requested the license be transferred to the new vehicle, and

WHEREAS, Shore Limousine, LLC has paid the required Twenty Five Dollar (\$25) transfer fee and provided the required insurance certificate showing the new vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the license transfer is hereby approved.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20 , 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-169

TITLE: RESOLUTION APPROVING PROJECT PROPOSAL BETWEEN HATCH MOTT MACDONALD AND THE TOWNSHIP OF LOWER FOR ENGINEERING AND SURVEYING SERVICES RELATED TO TAX MAP REVISIONS AND UPDATES

WHEREAS, Hatch Mott MacDonald is currently serving as the Municipal Engineer (the "Engineer") based upon a Contract For Services which sets forth their standard hourly rates as approved by the Township Council and executed by the Mayor and Clerk (the "Engineer's Contract");

WHEREAS, the Engineer has provided a separate fee proposal for engineering and surveying services related to Tax Map Revisions and Updates; and

WHEREAS, the Township Council desires to approve the Project Proposal, and

WHEREAS, the Township Council desires to approve the Project Proposal and the CFO has certified the availability of funds by her signature in the budget as follows:



Lauren Read, CFO

1-01-20-150-209
Account

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that:

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for a total amount of \$2,800.00, is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the Project Proposal on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.
3. All of the terms and conditions of the Engineer's Contract except for the specific terms and conditions of the Project Proposal shall continue in full force and effect and the Project Proposal shall be deemed a supplement thereto.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on June 20, 2011.



Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				



**Hatch Mott
MacDonald**

Hatch Mott MacDonald

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

June 6, 2011

Via email at mvoll@townshipoflower.org & 1st Class Mail

Ms. Michael Voll, Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Professional Engineering and Surveying Services Proposal
Tax Map Revisions & Updates
Township of Lower, Cape May County, New Jersey**

Dear Mr. Voll:

Please find enclosed herewith our proposal to complete the professional engineering and surveying services required to revise/update the Township's existing Tax Maps. Based on the filed maps received from Arthur Amonette, Township Tax Assessor, for subdivisions that have been perfected within the Township over the last eighteen months, we propose the following scope of services:

- Under the supervision of our Licensed Land Surveyor, a review of all the filed maps provided to our office will be completed. All filed maps will be checked against existing tax map dimensions and a review will be performed to check for any new easements, etc.
- Revisions/updates will be made to the mylar versions of the tax maps to reflect any changes to existing lots.
- Copies of all tax map sheets that are revised will be provided to the Tax Assessor.

We propose to complete the scope of work outlined above for the lump sum amount of **\$2,800**. Compensation for this project shall be on a lump sum fee basis and shall be invoiced on a percent complete basis. We thank you for the opportunity to provide this scope of work for updating the Township's Tax Maps. Should you have any questions regarding the above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald

Mark R. Sray PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

Steven C. Morey, CEP
Associate
T 609.465.9377 F 609.465.5270
steven.morey@hatchmott.com

cc (via Email): Arthur Amonette, Tax Assessor, Lower Township

<http://plms02/pims/lisapl.dll/Open/7149217>

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

RESOLUTION #2011-170

TITLE: RESOLUTION INCREASING THE BID THRESHOLD PURSUANT TO NJSA 40A:11-3a

WHEREAS, recent changes to the Local Public Contracts Law gives local contracting units the ability to increase their bid threshold; and

WHEREAS, N.J.S.A 40A:11-3A, permits an increase in the bid threshold if a Qualified purchasing Agent has been appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, Margaret Vitelli is the Township's appointed QPA.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Township of Lower in the County of Cape May in the State of New Jersey hereby increases its bid threshold to \$36,000.00 as permitted by NJSA 40A:11-3a.

BE IT FURTHER RESOLVED the Lower Township Bid Quotation threshold will remain in accordance with the established policy, at \$4,350.00

I hereby certify the foregoing to be a true copy of a resolution adopted by the Township at a meeting held on June 20, 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-171

TITLE: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund has been requested.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
750	7	JOHN & SANDRA WEEKS	OVERPAYMENT	290.72

I hereby certify the foregoing to be a resolution adopted by the governing body at a meeting held on June 20, 2011.

Claudia R. Kammer
Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

DLG

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

RESOLUTION #2011-172

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$1,200.00 for an item of revenue in the budget of the year 2011 as follows:

Miscellaneous Revenues -
Revenue Offset with Appropriations - Cops in Shops
Total with increase to be \$1,200.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$1,200.00 be and the same is hereby appropriated under the caption of:

General Appropriations -
Public & Private Programs Offset by Revenues - Cops in Shops
State/Federal Share \$ 1,200.00
Non State Share \$
Total with increase to be \$ 1,200.00

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

I hereby certify this is the original resolution adopted by the Township Council on June 20, 2011

Claudia R. Kammer
Claudia R. Kammer, Township Clerk

Table with 6 columns: CONRAD, SIMONSEN, DOUGLASS, LARE, BECK and 6 rows: PRESENTED, SECONDED, AYE, NAY, ABSTAIN, ABSENT. Includes handwritten 'X' marks for voting status.



STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. Box 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
WWW.NJ.GOV/OAG/ABC

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

PAULA T. DOW
ATTORNEY GENERAL

JERRY FISCHER
DIRECTOR

May 20, 2011

Chief Edward P. Donohue
Lower Township Police Department
405 Breakwater Road
Erma, New Jersey 08204

RE: COPS IN SHOPS - SUMMER SHORE INITIATIVE 2011

Dear Chief Donohue:

After careful consideration, we have allocated \$1,200 to your municipality for the assignment of officers to Cops In Shops details from May 23, 2011 to September 30, 2011. Enclosed is a copy of the first page of your grant application with your allocated funds. This figure is based upon the \$50 per hour overtime rate. We have recommended 2 officer teams over 4 hour shifts, however, the actual deployment of the officers is your decision. **Neither the Division of Alcoholic Beverage Control nor any other State agency will be responsible for any funds expended or liabilities incurred in excess of the amount set forth above.**

Please note the form regarding reimbursement for the program. The Cops In Shops "Reimbursement Form" must be submitted on a monthly basis. The forms and explanation of the reimbursement requirements is attached.

The municipality agrees that the failure to comply with the agreement as set forth in the application could result in the forfeiture of the right to receive these funds. Each municipality should consult with its municipal attorney in connection with any legal or liability issues that may be related to this project. A resolution by the municipality is not required by the Division.



-2-

Should you have any questions regarding this grant or any Cops In Shops related issues, please contact DAG Susan K. Dolan at (609) 633-6081. If for any reason your department is unable to complete the program and utilize all of the allotted funds, please contact DAG Dolan immediately.

Very truly yours,



Jerry Fischer
Director

JF:SKD:sb

Enclosure

c Lieutenant William Mastriana, w/o enclosure

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

RESOLUTION #2011-173

TITLE: RESOLUTION AMENDING RESOLUTION #2011-139 "ENTITLED AWARD OF TELECOMMUNICATION SERVICE TO VERIZON NEW JERSEY"

WHEREAS, Resolution #2011-139 was adopted on May 16, 2011 awarding the contract for the Township's telecommunication service to Verizon through a State contract, and

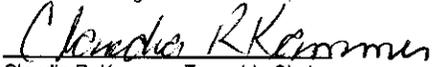
WHEREAS, Verizon mistakenly quoted promotional rates for another location, and

WHEREAS, in order to rectify the error Verizon has restructured the rates and packages to amount to a savings of at least \$100 a month over the previously quoted rates, and

WHEREAS, the Township is agreeable to the revised restructuring and savings.

NOW, THEREFORE, BE IT RESOLVED Resolution #2011-139 is hereby amended to reflect the rates as show on Schedule A and Schedule B, attached.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

SCHEDULE A



APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Lower Township	Main Billing Tel. No: TBD
Address: 2600 Bayshore Rd Villas NJ 08251	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of 24 () consecutive months (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference.

The Service Period will be scheduled to commence on or about TBD (21) days after signature by both parties below, subject to Verizon's completion of any work or installation of facilities needed to provide the Services. If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, taxes and tariff surcharges, including federal End User Common Line Charges, that may be required under applicable law, regulations or tariffs.

Quantity	Service	Monthly Unit Rate	Non-recurring Charges
1	PRI Plus 10K including DS-1 Switched Facility – 2 Yr Term; with Promotional Discount of 20% includes caller ID	\$ 520	\$0
1	Block of 20 DID's	\$20	\$0

The Services will be provided at the following Customer locations:

2600 Bayshore Road Villas NJ 08251

Verizon may assign or transfer part or all of this Application to any of its affiliates. Provided that Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements. This Application may not be modified or rescinded except by a writing signed by an authorized representative of each party.

AGREED AND ACCEPTED:

By  (Customer)
Name/title Michael Voll, Township Manager
Date June 6, 2011

VERIZON –
By _____
Name/title _____
Date _____

SCHEDULE B



APPLICATION FOR SERVICE
(State Tariff)

Customer Name: Lower Township	Main Billing Tel. No: TBD
Address: 2600 Bayshore Rd Villas NJ 08251	

Customer applies for and agrees to purchase from the undersigned Verizon operating telephone company the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of 24 () consecutive months (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference.

The Service Period will be scheduled to commence on or about TBD (21) days after signature by both parties below, subject to Verizon's completion of any work or installation of facilities needed to provide the Services. If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, taxes and tariff surcharges, including federal End User Common Line Charges, that may be required under applicable law, regulations or tariffs.

Quantity	Service	Monthly Unit Rate	Non-recurring Charges
52	Verizon Business Lines	\$17.59	\$0

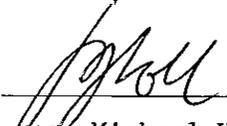
The Services will be provided at the following Customer locations:

1. 2600 Bayshore Road Villas NJ 08251
2. 405 Breakwater Road Erma NJ 08251
3. 771 Seashore Rd Cold Spring NJ 08024
4. 209 Bayshore Road, Villas, NJ 08251
5. 704 Winslow Avenue North Cape May, NJ 08204

Verizon may assign or transfer part or all of this Application to any of its affiliates. Provided that Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

Upon signature below by both parties, this Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Each party represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements. This Application may not be modified or rescinded except by a writing signed by an authorized representative of each party.

AGREED AND ACCEPTED:

By  _____
 Name/title Michael Voll, Township Manager
 Date June 6, 2011

(Customer)

VERIZON –
 By _____
 Name/title
 Date

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

RESOLUTION #2011-174

TITLE: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, THE Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

WHEREAS, the system includes the CMCMUA Secure Sanitary Landfill which is located on the Upper Township/Borough of Woodbine border, County of Cape May, and the Solid Waste Transfer Station located in the Township of Middle, County of Cape May, as well as several recycling operations and programs; and

WHEREAS, the Township of Lower has utilized and desires to continue to utilize the services of the CMCMUA's Solid Waste System; and

WHEREAS, there presently exists a contract between the Township of Lower and the Cape May County Municipal Utilities Authority ("CMCMUA") for the use of the CMCMUA's solid waste disposal, transfer and recycling facilities which will expire on December 31, 2011 entitled "JOINT INTER-GOVERNMENTAL AGREEMENT FOR SOLID WASTE DISPOSAL" (hereinafter the "Existing Agreement"); and

WHEREAS, there also presently exists, as an integral component of the existing Agreement, a supplemental contract between the Township of Lower and the CMCMUA entitled joint Inter-Governmental governmental Agreement on Source Separation and Recycling (the "2005 Joint Recycling Agreement") which expires on December 31, 2011; and

WHEREAS, the Township of Lower and the CMCMUA desire to enter into a new shared Services Agreement for Solid Waste Disposal, which shall also include the provisions of a new shared service Agreement for Source Separation and Recycling as a supplement to said Agreement, and to fix the expiration date of said agreements to occur on December 31, 2018 in order to enable long term planning for the proper disposal and recycling of the Township of Lower solid waste; and

WHEREAS, renewal of the basic provisions and responsibilities of the parties, as set fourth in the Existing Agreement for solid waste disposal with the municipalities within Cape May County, will enable the CMCMUA to stabilize and guarantee a maximum solid waste disposal fee for each of the next seven (7) years; and

WHEREAS, the basic provisions of the proposal Shared Services Agreement for Source Separation and Recycling will enable the CMCMUA to continue to more efficiently provide recycling services, most of which are without cost or financial risk, to the municipalities within Cape May County; and

WHEREAS, the CMCMUA has offered to extend the term of the above noted contracts with the Township of Lower in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's Sanitary Landfill, Transfer Station and recycling facilities and services for an extended period through December 31, 2018, and

WHEREAS, the CMCMUA has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both solid waste disposal and certain recycling services through December 31, 2018; and

WHEREAS, N.J.S.A 40A:65-1 et seq. authorizes a municipality to enter into contract with any other local unit for the sharing of governmental services.

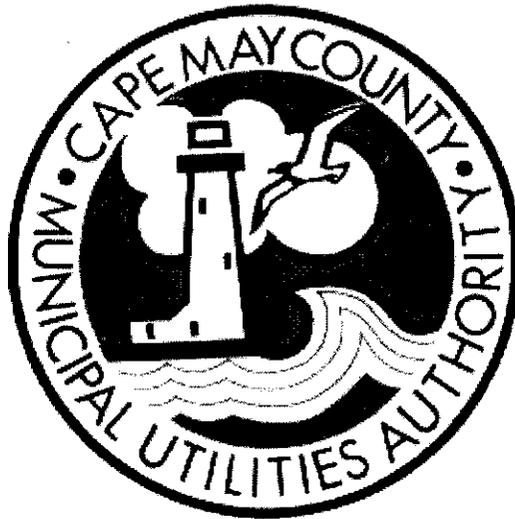
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Lower, County of Cape May, and State of New Jersey, that the Township of Lower shall enter into a contract with the CMCMUA entitled "Shared Services Agreement for Solid Waste Disposal", effective January 1, 2012, in the form to be maintained on file in the Office of the Township of Lower Clerk, and that the appropriate Township of Lower officials are hereby authorized and directed to execute said Agreement and the accompanying Shared Services Agreement for Source Separation and Recycling.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.

Claudia R. Kammer
 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL**



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

TOWNSHIP OF LOWER

Effective

January 1, 2012

SHARED SERVICES AGREEMENT

FOR SOLID WASTE DISPOSAL

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SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL

This Agreement, is made and dated as of this _____ day of _____, _____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the TOWNSHIP OF LOWER hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA owns and operates a solid waste system (System) which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

WHEREAS, the System includes the CMCMUA's Sanitary Landfill which is located in Cape May County on the Upper Township/Borough of Woodbine border, the Solid Waste Transfer Station located in the Township of Middle, County of Cape May, as well as several recycling operations and programs; and

WHEREAS, there presently exists a contract between the Municipality and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a seven (7) year period ending on December 31, 2011 entitled "JOINT INTER-GOVERNMENTAL AGREEMENT FOR SOLID WASTE DISPOSAL" (hereinafter the "Existing Agreement"); and

WHEREAS, there also presently exists, as an integral component of the Existing Agreement, a supplemental contract between the Municipality and the CMCMUA entitled Joint Inter-Governmental Agreement on Source Separation and Recycling (the "Recycling Agreement") which also expires on December 31, 2011; and

WHEREAS, the Municipality and the CMCMUA desire to enter into a new Shared Services Agreement for Solid Waste Disposal, which shall also include the provisions of a new Shared Services Agreement on Source Separation and Recycling as a supplement to said

Agreement, and to fix the expiration date of said Agreements to occur on December 31, 2018 in order to enable long term planning by both parties for the proper disposal and recycling of the Municipality's solid waste; and

WHEREAS, renewal of the basic provisions and responsibilities of the parties as set forth in the Existing Agreement for solid waste disposal with the municipalities within Cape May County will enable the CMCMUA to stabilize the maximum solid waste disposal fee currently authorized under the Existing Agreement; and

WHEREAS, renewal of the basic provisions of the 2005 Joint Recycling Agreement will enable the CMCMUA to continue and more efficiently provide recycling services for municipalities within Cape May County; and

WHEREAS, the CMCMUA has offered to extend the term of the above noted contracts with the Municipality in order to more efficiently provide and continue to offer the Municipality the use of the CMCMUA's Sanitary Landfill, Transfer Station, and recycling facilities and services for an extended period ending on December 31, 2018.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Shared Services Agreement for Solid Waste Disposal (the "Agreement"), the CMCMUA and the Municipality agree as follows:

A. COMMENCEMENT AND TERM

The term of this Agreement shall be for a period of seven (7) years commencing January 1, 2012, and ending December 31, 2018, unless terminated earlier in accordance with the specific provisions of this Agreement.

B. MUNICIPAL RESPONSIBILITIES

During the term of this Agreement, the Municipality shall cause all solid waste generated within and collected by, or on behalf of, the Municipality to be delivered to, and disposed of, at the CMCMUA's Secure Sanitary Landfill or the CMCMUA's Solid Waste Transfer Station, in accordance with the terms of this Agreement.

During the term of this Agreement, the Municipality shall also cause source separated Recyclable Materials (as described in Exhibit A) collected by, or on behalf of, the Municipality to be delivered to the CMCMUA's Intermediate Processing Facility or the CMCMUA's Solid Waste Transfer Station in accordance with the terms of a revised and updated Shared Services Agreement for Source Separation and Recycling (the "Recycling Agreement"), which is attached hereto as Exhibit A, and which Recycling Agreement shall be executed contemporaneously with this Agreement by the parties hereto.

During the term of this Agreement, the Municipality shall also fulfill such additional responsibilities as set forth herein; including, but not limited to, the requirements for the delivery of solid waste and/or recyclables as set forth in Section F. of this Agreement.

C. CMCMUA RESPONSIBILITIES

The CMCMUA shall accept for disposal at its Sanitary Landfill or Solid Waste Transfer Station all solid waste delivered by, or on behalf of, the Municipality consistent with the solid waste delivery requirements as set forth in Section F. of this Agreement. During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a solid waste and/or recyclables drop off location for each Municipality that enters into this Agreement. The CMCMUA shall continue to accept all source separated Recyclable Materials and source separated Mixed Rigid Plastic (as described in Exhibit A) which are delivered to the CMCMUA's facilities in accordance with the provisions of the Recycling Agreement (Exhibit A attached hereto). The CMCMUA shall also continue to provide the free services which are enumerated in Exhibit B to this Agreement.

During the term of this Agreement, the CMCMUA shall also fulfill such additional responsibilities as set forth herein.

D. SOLID WASTE DISPOSAL RATES^{21,22, 23, 24}

The CMCMUA shall charge the Municipality a maximum solid waste disposal fee of \$65.95 per ton for Type 10 Municipal Solid Waste, Type 13 Bulky Waste, Type 23 Vegetative Waste, Type 25 Animal and Food Processing Waste, and Type 27 Dry Industrial Waste (non-hazardous) during Calendar Year 2012. The solid waste disposal fees as set forth herein of \$65.95 per ton shall be inclusive of all CMCMUA costs for disposal of the Municipality's solid waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the System including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Cape May County Solid Waste Management Plan; all **current** State mandated solid waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The maximum solid waste disposal fees of \$65.95 per ton (Type 10, 13, 23, 25 and 27 Wastes), which are applicable to Calendar Year 2012, as described herein, shall be increased by no more than 2.0% per year, for calendar years 2013 through 2018. Commencing on January 1, 2013, and annually thereafter, the application of the adjustment to the maximum solid waste disposal fees, as described herein, shall be cumulative from year to year for the remaining term of this Agreement.

The CMCMUA reserves the right to further amend the \$65.95/ton maximum solid waste disposal fee, as provided for herein, in the event that the current solid waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local

²¹ The maximum solid waste disposal fees/rates referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

²² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

²³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum solid waste disposal fees/rates referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other solid waste types for disposal.

²⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum solid waste disposal fees/rates referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

agencies having jurisdiction over the CMCMUA's disposal of solid waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt solid waste disposal fees annually, which fees shall be applicable to the disposal of various categories of solid waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the solid waste disposal fees proposed and/or adopted by the CMCMUA, applicable to the solid waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the maximum solid waste disposal fees established pursuant to the provisions of this Section D. of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current solid waste disposal fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current solid waste disposal fees shall not result in an increase in the solid waste disposal fees, applicable to the Municipality, which are in excess of the maximum solid waste disposal fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current solid waste disposal fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th of the years 2012, 2013, 2014, 2015, 2016 and 2017, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the solid waste disposal fee from year to year until all such funds have been fully applied for this purpose²⁵.

The maximum solid waste disposal fees, as set forth in this Section D., shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

²⁵ The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

E. BILLING AND PAYMENTS

The CMCMUA shall bill the Municipality at the beginning of each month for the total quantity of solid waste and any recyclables which are subject to a tipping fee, delivered to the CMCMUA facilities, for disposal or recycling by, or on behalf of, the Municipality during the preceding month. The Municipality shall be charged interest at the rate of 1.25% per month on the unpaid balance of any outstanding bills which are not paid within 45 days from the initial billing date.

F. DELIVERY OF SOLID WASTE AND RECYCLABLES

The delivery of all Solid Waste and/or Recyclable Materials by, or on behalf of, the Municipality to the CMCMUA's Solid Waste and/or Recycling Facilities shall comply with the terms and conditions for the use of said facilities as set forth in a document entitled, "CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY USER FEES, TERMS AND CONDITIONS FOR THE USE OF THE CMCMUA SOLID WASTE AND RECYCLING FACILITIES", effective January 1, 2011, as amended from time-to-time by the CMCMUA. Prior to making any substantive amendments to the current Terms and Conditions for the Use of the CMCMUA's Solid Waste and Recycling Facilities, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

During the term of this Agreement, and upon execution of the Recycling Agreement, the Municipality shall have the right to deliver its mixed paper and commingled containers (as defined in Exhibit A) to the CMCMUA's Solid Waste Transfer Station or the CMCMUA's Intermediate Processing Facility for recycling in accordance with the provisions of the Recycling Agreement (Exhibit A).

G. DATES AND HOURS OF OPERATION

The CMCMUA Sanitary Landfill, Solid Waste Transfer Station and Intermediate Processing Facility shall accept the delivery of solid waste and/or recyclables, as applicable, six (6) days per week. The operating hours for said facilities shall be consistent with the current hours of operation as set forth in the document entitled, "CAPE MAY COUNTY MUNICIPAL

UTILITIES AUTHORITY USER FEES, TERMS AND CONDITIONS FOR THE USE OF THE CMCMUA SOLID WASTE AND RECYCLING FACILITIES", effective January 1, 2011, as amended from time-to-time by the CMCMUA. Said CMCMUA facilities shall be closed on Sundays and Holidays, as specified and set forth in the current operating schedule included in the Terms and Conditions for the Use of the CMCMUA's Solid Waste and Recycling Facilities.

H. LICENSING OF TRANSPORTERS

Each solid waste transporter who delivers solid waste to the CMCMUA's Sanitary Landfill or Solid Waste Transfer Station on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with, the laws of the State of New Jersey. The Municipality shall advise the CMCMUA as to the identity of each solid waste transporter utilized by the Municipality as well as their respective collection schedules.

I. MONITORING OF SOLID WASTE DISPOSAL ACTIVITIES

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all solid waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all solid waste generators and haulers operating within the Municipality comply with the provisions of the Cape May County Solid Waste Management Plan, including, but not limited to, the provisions of the County Recycling Plan and all applicable State Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding solid waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction and/or demolition work within the Municipality the identity and location of the proposed disposal facility for all solid waste generated as a result of the on-site construction/demolition activities. If available, all such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition activities within the Municipality.

J. FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

K. EXCUSABLE TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without penalty, for the reasons set forth in the Force Majeure clause above. Furthermore, this Agreement may be terminated by the Municipality, without penalty, if the CMCMUA fails to provide for the disposal of the Municipality's solid waste at, or below, the maximum solid waste disposal fees set forth herein, unless a higher disposal fee is mutually agreed to, in writing, by both the CMCMUA and the Municipality.

Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

L. PENALTY

In the event of a breach of this Agreement by either party which is not excused under Sections J. or K. above, the other party shall have the right to seek specific performance, compensatory and/or incidental damages.

M. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement.

N. SEVERABILITY

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

O. SUCCESSORS AND ASSIGNS

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

P. NOTICES

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Swanton, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
Post Office Box 610
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Michael E. Beck
TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, NJ 08251

Q. SUCCESSOR AGREEMENT

Following execution of this Agreement and the attached Recycling Agreement by the Municipality and the CMCMUA, effective January 1, 2012, these documents shall supersede and replace any and all prior solid waste disposal and/or recycling agreements between the parties hereto.

R. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

S. FAVORED MUNICIPALITY STATUS

The parties agree that the terms and conditions of this Agreement, including the attached Recycling Agreement, are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of solid waste disposal and recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the Cape May County Municipal Utilities Authority thirty (30) days notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

Charles M. Norkis
CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

Michael E Beck
TOWNSHIP OF LOWER

ATTEST:

Theresa A. Gellinger
Asst. Corp. SECRETARY

ATTEST:

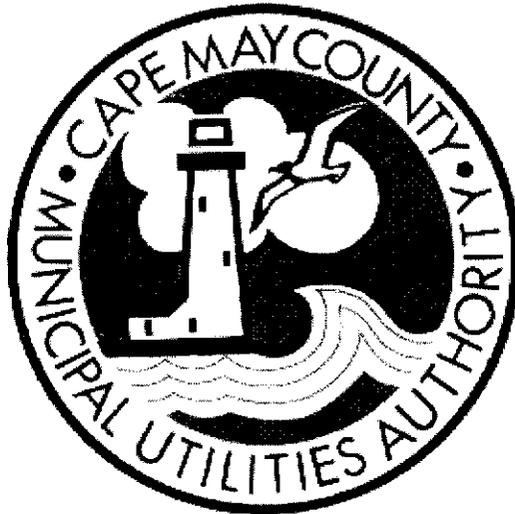
Claudia R Karamus
MUNICIPAL CLERK

June 30, 2011.
DATE

June 22, 2011
DATE

EXHIBIT A

**SHARED SERVICES AGREEMENT FOR
SOURCE SEPARATION AND RECYCLING**



BETWEEN

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

AND

TOWNSHIP OF LOWER

Effective

January 1, 2012

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SHARED SERVICES AGREEMENT FOR SOURCE SEPARATION AND RECYCLING

This Recycling Agreement, made this _____ day of _____, _____, by and between the Cape May County Municipal Utilities Authority, hereinafter called "Authority" and the TOWNSHIP OF LOWER hereinafter called "Municipality".

WITNESSETH:

WHEREAS, the New Jersey Mandatory Source Separation and Recycling Act (P.L. 1987, C. 102) (Act) mandates the separation, collection, marketing and disposition of recyclable materials to reduce the amount of solid waste to be disposed of, and to conserve energy and natural resources; and

WHEREAS, the separation, recovery and recycling of materials, such as paper, metal, glass and plastic significantly reduces the County's municipal solid waste disposal needs, conserves energy and natural resources, and produces economic and financial benefits for participating communities; and

WHEREAS, source separation and recycling of selected solid waste materials is technically and economically feasible in Cape May County; and

WHEREAS, the Cape May County Municipal Utilities Authority and the Cape May County Solid Waste Advisory Council originally prepared and adopted the Cape May County Recycling Plan dated September 1987; and

WHEREAS, the Cape May County Recycling Plan was adopted by the County Board of Chosen Freeholders on December 8, 1987 and certified by the New Jersey Department of Environmental Protection on May 25, 1988; and

WHEREAS, the Cape May County Recycling Plan has been subsequently amended and updated in accordance with the Act; and

WHEREAS, the Cape May County Recycling Plan, including subsequent amendments thereto, sets forth a cooperative, regional approach to source separation and recycling, including the development and utilization of an Intermediate Processing Facility to increase the quantity of recyclable materials recovered and allow all Cape May County municipalities to join together to maximize market revenues and minimize costs; and

WHEREAS, the Cape May County Municipal Utilities Authority has been designated by the County Board of Chosen Freeholders as the implementing agency for the Cape May County Recycling Plan, including the development of the Regional Recycling Program and Intermediate Processing Facility; and

WHEREAS, the Authority developed said Regional Recycling Program and Intermediate Processing Facility and continues to operate said programs and facilities; and

WHEREAS, the Municipality is required to enact a mandatory source separation and recycling program, by ordinance, for specified recyclable materials generated within the Municipality as required by the Act, and as designated in the Cape May County Recycling Plan; and

WHEREAS, the Municipality previously authorized the execution of a service agreement with the Authority to participate in the Regional Recycling Program until December 31, 2011; and

WHEREAS, the Municipality is desirous of retaining the services of the Authority for an additional period of seven (7) years as sole market for the Municipality's source separated recyclable commingled containers and mixed paper; and

WHEREAS, the execution of this contract as a Shared Services Agreement is authorized by the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et. seq.) and the New Jersey Mandatory Source Separation and Recycling Act (P.L. 1987, C.102).

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth herein, the Municipality and the Authority agree as follows:

ARTICLE I. DEFINITIONS

I. For the purposes of this Recycling Agreement, the following terms shall have the following meanings:

"Recycling Agreement" means this Shared Services Agreement on Source Separation and Recycling, effective January 1, 2012.

"Commingled Containers" means the following source separated, recyclable containers, that shall be mixed together for collection:

- (i.) Glass bottles including food and beverage containers, regardless of color;
- (ii.) Plastic bottles and containers with a  or  imprinted on the bottom which contained non-hazardous material.
- (iii.) Plastic bottles with a , , ,  or  imprinted on the bottom, which contained non-hazardous material; and
- (iv.) Aluminum Cans

- (iv.) Tin-plated Steel and Bi-metal Cans including empty aerosol cans but excluding cans that contained paint, petroleum products, pesticides or other potentially hazardous material.

"Recyclable Materials" means Commingled Containers and Mixed Paper.

"Mixed Paper" means the following source separated, recyclable paper that shall be mixed together for collection:

- (i.) Newspaper with inserts;
- (ii.) Magazines;
- (iii.) Corrugated cardboard;
- (iv.) Kraft grocery bags;
- (v.) Junk mail including envelopes; and
- (vi.) Office paper excluding carbons, plastic covers and other non-paper items.

"Solid Waste" means all trash and other materials, excluding source separated recyclables, which are discarded and are permitted for disposal at Authority solid waste facilities as established in the document entitled "CMCMUA User Fees, Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities", effective January 1, 2011, as amended by the CMCMUA from time to time.

"Mixed Rigid Plastic" (MRP) means all source separated hard plastics that are too large to fit into a residential collection container.

ARTICLE II. AUTHORITY RESPONSIBILITIES

II. The Authority shall provide the following services and benefits to the Municipality:

A. MAINTAIN FACILITY

The Authority shall maintain a regional Intermediate Processing Facility (IPF) located in the Borough of Woodbine at the site of the Authority's Secure Sanitary Landfill, which will receive, process, upgrade and market Recyclable Materials generated by the residents, businesses and institutions located within the Municipality. Such services shall be provided to the Municipality at no charge (no IPF tipping fee) provided that the Authority is the sole market utilized for all Recyclable Materials generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Recycling Agreement. The Authority shall also receive, process and market MRP when delivered separately from Recyclable Materials.

B. OPERATION OF THE FACILITY

1. Recyclable Materials shall be accepted at the IPF and at the site of the Authority's Solid Waste Transfer Station located in Burleigh, Middle Township, New Jersey. Loads of MRP shall also be accepted at these locations.
2. The Authority shall expand the list of Recyclable Materials as and when technically and economically feasible and in accordance with the adopted Cape May County Recycling Plan, as amended.

C. MARKETING AND DISPOSITION

1. The Authority shall market or cause to be marketed all Recyclable Materials delivered by the Municipality to the Authority's facilities described in Article II., Section B., Paragraph 1., at the most favorable long-term prices, or lowest disposition cost, whichever is applicable, and at terms and conditions consistent with the goals and objectives of the New Jersey Mandatory Source Separation and Recycling Act (P.L. 1987, C.102) and the adopted Cape May County Recycling Plan, as amended.
2. The Authority shall also market MRP as described in C.1 above as an optional and additional recycling product if the municipality chooses to also collect this material and deliver it to the IPF.

D. REPORTS

The Authority shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Commingled Containers, Mixed Paper, and MRP delivered to the Authority's IPF and/or Solid Waste Transfer Station.

E. REVENUES

1. The Authority shall pay to the Municipality, or credit to the Municipality's Solid Waste Disposal account, all net positive material revenues received by the Authority for the sale of Cape May County generated recyclables which are processed at the IPF in excess of annual IPF expenses. All such net positive material revenues will be distributed or credited to each participating Municipality in proportion to the Municipality's share of the total quantity of Recyclable Materials and MRP collected and delivered by the Municipality to the Authority during the previous calendar year.

2. Any Municipality that fails to deliver **all** categories of Recyclable Materials generated within the Municipality which are source separated for collection by, or on behalf of, the Municipality or for municipal drop-off, will be assessed a surcharge for the processing of low revenue recyclables delivered and will not be entitled to receive a full share of all net material revenues as described in Article II., Section E., Paragraph 1. Separate surcharges shall be established for Commingled Containers and Mixed Paper. The amount of the aforementioned surcharges shall be determined each month by the Authority based on the value of the incoming recyclables delivered to the IPF (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The Authority shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of all Recyclable Materials from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

F. TECHNICAL AND EDUCATIONAL ASSISTANCE

1. The Authority shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.
2. The Authority shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

G. EMPLOYMENT OPPORTUNITIES

The Authority shall encourage employment opportunities within its solid waste program for disabled and/or handicapped County residents.

ARTICLE III . MUNICIPALITY RESPONSIBILITIES

III. The Municipality shall be responsible for providing the following services and Recyclable Materials to the Authority:

A. MARKET

The Municipality shall cause all Recyclable Materials collected by, or on behalf of, the Municipality within its corporate boundaries to be delivered only to the Authority's IPF or Solid Waste Transfer Station.

B. MAINTAIN RECYCLING PROGRAM

The Municipality shall maintain a multi-material community-wide recycling program to include Recyclable Materials.

C. COLLECTION, TRANSPORTATION AND DELIVERY

The Municipality shall be responsible for collecting, transporting and delivering or requiring the delivery of all Recyclable Materials to the Authority's IPF and/or Solid Waste Transfer Station in the following manner:

1. Commingled Containers and Mixed Paper shall be collected separately and delivered to the Authority in any type of self-dumping collection vehicle (including rear loaded compactors).
2. All Recyclable Materials delivered to CMCMUA facilities shall be free from all contaminants which include, but are not limited to, the following: dirt, sand, food waste, appliances, household and commercial trash, asphalt, wood, concrete and any other items not recycled at the IPF. Loads of recyclables found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the Authority.
3. All Recyclable Materials shall be delivered to the Authority's IPF or Solid Waste Transfer Station during normal operating hours as established in the "CMCMUA User Fees, Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities", effective January 1, 2011, as amended from time to time.
4. The Municipality shall cause its employees and/or agent to obey all rules, regulations and procedures established by the Authority for the safe and efficient operation of Authority facilities.

D. FAILURE TO DELIVER ALL RECYCLABLE MATERIALS

Any Municipality that fails to deliver, or fails to have delivered, all categories of Recyclable Materials, as defined in this Recycling Agreement, which are collected by or on behalf of the Municipality, will be assessed a surcharge for the processing of low revenue recyclables delivered

as described in Article II., Section E., Paragraph 2. and will not be entitled to receive a full share of all net material revenues as described in Article II., Section E., Paragraph 1.

E. OWNERSHIP OF RECYCLABLE MATERIALS

All Recyclable Materials delivered by, or on behalf of, the Municipality and accepted by the Authority shall become the sole property of the Authority.

F. ORDINANCES

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Cape May County Recycling Plan.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's recyclables collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

ARTICLE IV. GENERAL CONDITIONS

IV. The following General Conditions shall apply to this Recycling Agreement:

A. SOLID WASTE DISPOSAL

The Municipality shall deliver or cause to be delivered to the Authority all Solid Waste generated and/or collected for disposal within its corporate boundaries. Contemporaneously with the execution of this Recycling Agreement, the Municipality shall execute the Shared Services Agreement for Solid Waste Disposal, effective January 1, 2012.

B. FAILURE OF THE MUNICIPALITY TO PERFORM

1. In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Recycling Agreement, the Authority shall reduce the share of net material revenues paid to the Municipality as provided for in Article II., Section E., Paragraph 1., shall, when applicable, assess a surcharge for the processing of low revenue recyclables as provided for in Article II., Section E., Paragraph 2., and/or shall at its sole discretion discontinue temporarily, or permanently, the acceptance of all Recyclable Materials from the Municipality.

2. In the event that the Municipality fails to perform in accordance with Article IV., Section A., the Authority shall establish and charge a tipping fee to the Municipality for all Recyclable Materials delivered to the IPF by, or on behalf of, the Municipality which shall be equal to the IPF's actual cost of processing Recyclable Materials. In addition, the Authority reserves the right to exercise any or all of the measures described in Article IV., Section B., Paragraph 1 above.

B. FAILURE OF THE AUTHORITY TO PERFORM

In the event that the Authority fails to perform in accordance with any of the substantive terms and conditions of this Recycling Agreement, the Municipality shall provide written notification to the Authority describing the specific contract breach. The Authority shall have thirty (30) days from receipt of the written notification to cure the identified contract breach. In the event the Authority does not cure the breach within the allowable timeframe, the Municipality may terminate this Recycling Agreement at any time upon thirty 30 days prior written notice to the Authority.

C. DISPUTES

All disputes between the Municipality and the Authority shall be resolved by direct and timely negotiations between both parties. In the event that such disputes can not be mutually resolved, arbitration may be considered by both parties or litigation may be pursued. In such action the party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both parties.

ARTICLE V. COMMENCEMENT AND TERM

V. The following Commencement and Term shall apply to this Recycling Agreement:

A. TERM OF RECYCLING AGREEMENT

This Recycling Agreement shall become effective upon its execution by the Municipality and the Authority, shall commence on January 1, 2012 and shall remain in effect until December 31, 2018. This Recycling Agreement may be renewed in conjunction with the Shared Services Agreement for Solid Waste Disposal prior to December 31, 2018, upon reasonable notice by either the Municipality or the Authority and upon such terms and conditions as the Municipality and the Authority shall subsequently agree.

B. SOLE RECYCLING AGREEMENT

This Recycling Agreement is the entire agreement between the Authority and the Municipality and supersedes all previous agreements and discussions regarding recycling. Any amendments hereto must be in writing and must be duly executed by the Authority and the Municipality to become effective.

C. SEVERABILITY

If any provision of this Recycling Agreement, or the application thereof, is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall be confined to the specific provision for which judgment was rendered and the remainder of this Recycling Agreement shall not be affected thereby.

Charles M. Norkie
CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

Michael E. Beck
TOWNSHIP OF LOWER

ATTEST:

Alicia A. Gallagher
Asst. Corp. SECRETARY

ATTEST:

Cynthia R. Korman
MUNICIPAL CLERK

June 30, 2011
DATE

June 22, 2011
DATE

EXHIBIT "B"

**TO THE
SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL
CAPE MAY COUNTY RECYCLING PROGRAM
MATERIALS RECEIVED AT NO CHARGE**

Source Separated Material	Disposition
* ◦ Paper products including newspaper, magazines, office paper, junk mail, corrugated and Kraft grocery bags.	Curbside collection provided by Municipality. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge.***
** ◦ All food & beverage container glass including clear, green and brown food and beverage bottles.	Curbside collection provided by Municipality. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge.***
** ◦ All food & beverage metal containers including aluminum, bi-metal and steel (tin) food and beverage cans.	Curbside collection provided by Municipality. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge.***
** ◦ Plastic bottles and containers up to 5 gallons in size, excluding foam, with a ♻️ or ♻️ imprinted on the bottom which contained non-hazardous material.	Curbside collection provided by Municipality. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge.***
** ◦ Plastic bottles with a ♻️, ♻️, ♻️, ♻️, or ♻️ imprinted on the bottom, which contained non-hazardous material.	Curbside collection provided by Municipality. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge.***
*** ◦ Mixed Rigid Plastic including, but not limited to, large bulky plastic barrels, buckets, laundry baskets, furniture, toys, garden pots and trays. Excludes PVC pipe and vinyl siding.	Delivered to CMCMUA Transfer Station or the Intermediate Processing Facility at no charge.
◦ Leaves.	Delivered to leaf compost staging area at the CMCMUA Sanitary Landfill at no charge.
◦ All ferrous and non-ferrous scrap, excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.	Delivered to the CMCMUA's Transfer Station or Sanitary Landfill at no charge.
◦ White Goods - bulky household metals including refrigerators, washers, dryers, ovens and water heaters.	Delivered to the CMCMUA's Transfer Station or Sanitary Landfill at no charge. CFC's will be removed free of charge.
* All of the listed paper products can be mixed together.	
** All of these materials can be commingled together.	
*** The delivery of these recyclable materials by the Municipality and the CMCMUA's acceptance of all such materials shall be in accordance with the provisions of the Shared Services Agreement for Source Separation and Recycling (Exhibit "A").	

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL CAPE MAY COUNTY RECYCLING PROGRAM MATERIALS RECEIVED AT NO CHARGE

<u>Source Separated Material</u>	<u>Disposition</u>
◦ Grass Clippings and Christmas Trees	Delivered to leaf compost staging area at the CMCMUA Sanitary Landfill. Christmas trees also accepted at CMCMUA Transfer Station at no charge.
◦ Wood Pallets	Delivered to the CMCMUA's Transfer Station and the Class B Recycling Center at the Sanitary Landfill at no charge.
◦ Film Plastic including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics.	Delivered to CMCMUA Transfer Station and Sanitary Landfill at no charge.
◦ Street Sweepings	Delivered to the CMCMUA Sanitary Landfill at no charge.
◦ Catch Basin Clean Out (dewatered)	Delivered to the CMCMUA Sanitary Landfill at no charge.
◦ Household Hazardous Waste Collection Days	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).
◦ Litter Abatement Program	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
◦ Abandoned Buildings	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. Five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
◦ Lead Acid Batteries - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries.	Delivered to CMCMUA Transfer Station or Sanitary Landfill at no charge.
◦ Consumer Electronics including TVs, Monitors and Computers.	Delivered to CMCMUA Transfer Station or Sanitary Landfill at no cost. Some municipalities have established drop-off points for consumer electronics. The CMCMUA will assist municipalities in securing market agreements.
◦ Used Motor Oil - including crank-case oil and other oils which meet market specifications.	Delivered to CMCMUA's Transfer Station or Sanitary Landfill at no cost (limited to 5 gallons per day per customer). Some municipalities have established drop-off points for used oil. The CMCMUA will assist municipalities in securing market agreements.
◦ Antifreeze – which is free of contaminants.	Delivered to CMCMUA's Transfer Station or Sanitary Landfill at no cost (limited to 5 gallons per day per customer).

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

RESOLUTION #2011-175

TITLE: ANNUAL RENEWAL OF LIQUOR LICENSES FOR THE YEAR 2011-2012

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, 2011 through June 30, 2012.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of June 20, 2011.



Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

SCHEDULE "A"

<u>Number</u>	<u>Name & 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
0505-31-024-001	Sunset Beach Sportsmen's Club Sunset Blvd. , Lower Township Cape May Point, NJ 08212 t/a Sunset Beach Sportsmen 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
0505-31-031-001	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 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
0505-33-005-005	Cape May Pub Inc Rt. 9 Florence Avenue Cape May, NJ 08204 t/a Cape May National Golf Club	PRC	\$2000.00
0505-33-006-006	The Cold Spring Fish & Supply Co. Fisherman's Wharf, P.O. Box 497 Cape May, NJ 08204 t/a Lobster House & Bar, The Raw Bar	PRC	\$2000.00
0505-33-007-003	D.S.S.K. Inc. Fishdock Road Wildwood, NJ 08260 t/a Two Mile Inn & Crab House *Currently inactive*	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
0505-33-010-007	CJ Holding 1 LLC 3729 Bayshore Road N. Cape May, NJ 08204 t/a CJ's American Grill	PRC	\$2000.00
Special Conditions	<p>The outside patio area is used as a waiting area for dining patrons with no table service and no consumption of food.</p> <p>The outdoor patio area consist of not more than 12 tables and that the bar area shall not have any seating.</p> <p>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.</p> <p>The patio area be open only from the hours of 12:00 noon until 10:00 p.m.</p> <p>There shall be no signs advertising or indicating that the outdoor waiting area is a "bar".</p>		
0505-33-011-003	Sunset Lake LLC 8100 Bayview Drive, Lower Twp. Wildwood Crest, NJ 08260 t/a Bayview Inn	PRC	\$2000.00
0505-33-012-008	Harbour Side, Inc. 5101 Shawcrest Road, Lower Township Wildwood, NJ 08260	PRC	\$2000.00

	t/a Lighthouse Pointe Restaurant		
0505-33-015-009	Marie Nicole Inc. 9510 Pacific Avenue Wildwood Crest, NJ 08260 t/a Marie Nicole's	PRC	\$2000.00
Special Conditions	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.		
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
0505-33-019-008	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
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
0505-36-014-003	Achristavest Pier 6600 LLC 9701 Atlantic Ave., Wildwood Crest, NJ 08260 T/A Pier 6600 Motor Inn	PRC	\$2000.00
Special Conditions	This license shall be exercised only during such period of time as the establishment is in operation as a hotel/motel containing at least 100 sleeping rooms equipped furnished for accommodation of guests.		
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
0505-44-028-003	Acme Markets Inc. 3845 Bayshore Road N. Cape May, NJ 08204 t/a Acme	PRD	\$1000.00

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

RESOLUTION #2011-176

TITLE: APPOINTMENT TO THE ZONING BOARD OF ADJUSTMENT

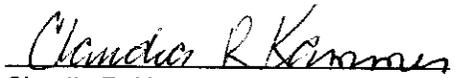
WHEREAS, David Brand & Bruce Waterman, Regular Members and Diane Kelly & Steve Komar, Alternate Members terms will expire on June 30, 2011, and

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

NOW, THEREFORE, BE IT RESOLVED the following individuals are hereby appointed.

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
David Brand	Regular Member	June 30, 2015
Bruce Waterman	Regular Member	June 30, 2015
Diane Kelly	Alternate Member II	June 30, 2013
Steve Komar	Alternate Member IV	June 30, 2013

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.


 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-177

TITLE: APPOINTMENT TO THE PLANNING BOARD OF ADJUSTMENT

WHEREAS, Charles Hewitt, Regular Member and Robert Crompton, Jr., Alternate Member have terms expiring on June 30, 2011, and

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

NOW, THEREFORE, BE IT RESOLVED the following individuals are hereby appointed.

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
Charles Hewitt	Regular Member	June 30, 2015
Frank Zeigler	Alternate Member	June 30, 2013

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.


 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-178

TITLE: RESOLUTION APPOINTING BRIAN MARKER AS THE ACTING CHIEF OF POLICE

WHEREAS, Edward P. Donohue, Chief of Police will be retiring June 30, 2011, and

WHEREAS, the Council and Manager have met with Captain Brian Marker who is next in line for the position,

WHEREAS, Captain Marker has affirmed his interest in be appointed Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that Captain Brian Marker be promoted to Acting Chief of Police effective July 1, 2011.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X		
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-181

TITLE: APPOINTMENT TO THE RECREATION ADVISORY BOARD

WHEREAS, Debbie Johns was recently appointed as a, Regular Member of the Recreation Advisory Board thereby creating a vacancy in her Alternate Member,

WHEREAS, Council would like to fill her unexpired term in order to maintain a full Board, and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED the following appointment to the Recreation Advisory Board be made as noted below:

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
Jay Eppenbach	Alternate Member (Unexp. Term D. Johns)	June 30, 2013

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on June 20, 2011.

Claudia R. Kammer
 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	✓
NAY					
ABSTAIN					
ABSENT	X				

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

RESOLUTION #2011-182

A RESOLUTION ACCEPTING A GIFT OF BEACH STAIRS AT REDWOOD AVENUE

WHEREAS, the Township of Lower has facilitated the expedited construction of stairs leading to the beach at the Delaware Bay area of Redwood Avenue; and

WHEREAS, the permittees of certain bulkhead and dune construction are willing to pay for the construction of the stairs, with a gift of the completed stairs to the Township, all as detailed in an Agreement which is attached hereto and made a part hereof by reference; and

WHEREAS, it is in the interests of the health, safety and welfare of the citizens of the Township of Lower to accept such gift, with the Township thereafter assuming responsibility for the maintenance of the stairs; and

WHEREAS, the Township, in consideration of the construction of the stairs, will reimburse the permittees for the cost of the local construction office permit,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower duly assembled in public session this 20th day of June, 2011, as follows:

1. The preamble of this Resolution is incorporated here by reference;
2. The Mayor and Clerk are hereby authorized and directed to execute the aforementioned agreement, which is hereby approved for the purposes aforesaid.
3. The above is conditioned up, and shall not become effective until, the issuance of a certification of available funds by the Chief Financial Officer for the reimbursement amount of the aforementioned construction fee.

I hereby certify that this is the original Resolution adopted by the Township Council at a meeting held on June 20, 2011.


Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				

RECEIVED
6-20-11

**AGREEMENT FOR CONSTRUCTION OF BEACH ACCESS STAIRS,
WITH OWNERSHIP VESTED IN THE TOWNSHIP OF LOWER AND
PERMITEES RELEASED AND INDEMNIFIED**

BACKGROUND

On or about June 4, 2011, a permit was issued by the State of New Jersey for the construction of a protective bulkhead, beach access stairs and sand dune (the "project") in the area of Redwood Avenue along the Delaware Bay beach front and on or about September 1, 2010 a construction permit was issued by Lower Township. The Township of Lower (Township) was asked to, and did, consent to the project, which was for the protective bulkhead, beach access stairs and sand dune constructed on the paper street known as Beechwood Avenue, which is owned by the Township. The aforementioned permit contained the requirement that wooden stairs be constructed by the permittees, Frank Murphy, Mary Anne Domico, Rich Fallon, Fred Swope and Jody Swope (permittees). The bulkhead was completed, but the stairs were not constructed on or before March 15, 2011. At about this time, residents of the Redwood Avenue area began to bring concerns to the Township as to the apparent lack of beach access.

After discussion, the permittees and the Township of Lower have come to an agreement to expedite the construction of the stairs in order to provide beach access to surrounding property owners.

TERMS

In consideration of the within terms, permittees and the Township agree as follows:

1. Permittees agree to construct the access stairs, as per the permit, at the sole cost and expense of permittees, at the first possible opportunity for such construction. The stairs shall meet all safety and construction specifications as required by the Township and/or the New Jersey Department of Environmental (DEP) Inspection.
2. The Township shall and does hereby release the permittees their agents, successors and assigns, of any and all risks and liability arising out of the use or occupancy of the stairs once constructed and approved by the Township, as well as the bulkhead and all areas included in the DEP permit, including those which are within the public right of way, in connection with the use of such areas by any members of the public, or the officers, employees or agents of the Township, whether due to construction defects or wear and tear of the areas over time. The Township will further indemnify, protect and hold harmless the permittees and does hereby release permittees, their agents, successors and assigns, from any and all liabilities, claims and costs which may in any manner arise out of, be occasioned by, or result from the entry, use or occupancy of the above described areas under this agreement by the members of the public or the officers, employees or agents of the Township. The Township additionally releases permittees, their agents, successors and assigns, from any liability for maintenance, repair and upkeep of all areas included in this permit and within the Beechwood Avenue right-of-way owned by the Township and the Township agrees to maintain, repair and replace such portions of the bulkhead and stairs as well as the sand dune, as may, from time to time, be required. ~~to protect permittees property.~~
3. Permittees hereby assign all rights and interests as they may possess now or ever as against any entity or person engaged by permittees to design or construct the bulkhead, dune and/or stairs and permittees agree that they shall fully cooperate with the Township in the event that the Township brings any action, suit or other

*firm JS
mad FS
R*

matter as against such design or construction entity or person in connection with the design or construction of the bulkhead, dune and/or stairs. Nevertheless, permittees shall complete construction of the bulkhead and stairs.

4. The Township agrees to accept as a gift to the Township, the donation by the permittees of all construction within areas designated in the DEP permit and the Township construction permit including the bulkhead, stairs, and all areas which are on Township land within the Beechwood Avenue public right-of-way.
5. The Township will, prior to the construction of the stairs, secure the safety of the open work site by installing a fence along the perimeter of the proposed stairs, along with signage that temporarily prevents public access. The fence will partition off the front of the bulkhead where the proposed stairs will be constructed as well as the pathway that leads to an entryway for the stairway. The fence will be constructed of a split rail fence with snow fence behind it.
6. The Township will refund to the permittees, the Township construction permit fee or fees that were paid for the construction of the ~~bulkhead and~~ stairs.
7. Permittees understand that this agreement cannot and does not modify in any way the permit they have obtained from DEP and cannot and does not in any way diminish the enforcement authority of the DEP in regard to said permit.
8. This agreement is the only agreement between the parties and all other communications, whether oral or in writing, are either incorporated herein or are expressly agreed to be of no force and effect and the only matters agreed upon are the terms of this agreement.
9. This agreement shall be governed by the law of the State of New Jersey and any and all disputes arising out of or in any way connected with this agreement as between permittee and the Township shall be venued in the Superior Court of the State of New Jersey in Cape May County, New Jersey.

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meal FS*

Intending to be bound by the terms hereof, the parties and/or their authorized representatives have set their signatures below.

Permittees

Dated: 6/20/11 *Frank Murphy*
Frank Murphy

Dated: 6/20/11 *Mary Anne Domico*
Mary Anne Domico

Dated: 6/20/11 *Rich Fallon*
Rich Fallon

Dated: 6/20/11 *Fred Swope*
Fred Swope

Dated: 6/20/11 *Jody Swope*
Jody Swope

For the Township of Lower as authorized by Resolution 2011-182

Witness: _____

Claudia Kamer, Clerk
Claudia Kamer

Michael Beck, Mayor
Michael Beck

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

RESOLUTION # 2011-183

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on June 20, 2011 that an Executive Session closed to the public shall be held on this date at approximately 7:15 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on June 20, 2011.

Claudia R. Kammer
 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION			X		
SECOND		X			
AYE		X	X	X	X
NAY					
ABSTAIN					
ABSENT	X				