

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
May 18, 2015 - 7:00 P.M.

Meeting called to order.

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

George Swoyer - NJLM Scholarship Winner
Kevin Maloney - Cape May Port Commercial Fishing Festival – June 6 & 7

Work Session

5 West Pub–Councilman Perry

Consent Agenda

Approval of Minutes May 4, 2015
Res. #2015-148 Payment of Vouchers \$295,275.04
Res. #2015-149 Rejection of Bid #2015-08; Pool Concession (mandatory items not submitted)
Res. #2015-150 Rejection of Bid for ADA Upgrades & Playground Improvements at the Recreation Center(all bids exceed budget)
Res. #2015-151 Authorizing Payment for 2015 Regional School Taxes (July thru Dec,2015 \$6,354,102.)
Res. #2015-152 Authorizing Payment to Lower Township Board of Education (July thru Dec,2015 \$8,158,643.)
Res. #2015-153 Cops in Shops Summer Shore Initiative (grant application)
Res. #2015-154 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (Community Wildfire Protection Plan Grant \$5,000)
Res. #2015-155 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (2013 Hurricane Sandy Coastal Resiliency Grant \$250,000)
Res. #2015-156 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 Ducks Unlimited Grant \$1,000)
Res. #2015-157 Approval to Media Five Entertainment Ltd for Five (5) Concert Series to be held at the Delaware River Bay Authority Ferry Terminal (\$8,500.)
Res. #2015-158 Authorization for Refund of Taxes (8 properties \$3,040.80)
Res. #2015-159 Authorization for the Payout of Accumulated Compensatory Time (E.Coombs \$7,802.50)
Res. #2015-160 Grant Agreement between the Township of Lower and the State of New Jersey By and For the Department of Environmental Protection (2013 Hurricane Sandy Resiliency Grant – same Resolution/3rd time approved by Council – must be approved within 60 days of grant award)
Res. #2015-161 Reappointment of Julie Picard as Municipal Clerk
Res. #2015-162 Resolution Accepting Bids & Awarding the contract to Supply Asphalt for 24 Months (Seashore Asphalt Company)
Res. #2015-163 Resolution Approving A Professional Service Contract with Hatch Mott MacDonald for Environmental Services for Whittier Avenue and Rosehill Parkway Beach Access Paths (\$1,750.)

Regular Agenda

Ordinance #2015-02 Ordinance Amending Chapter 166, Animals, of the Code of the Township of Lower – this is the public hearing for the final approval on this Ordinance. This Ordinance has been published, posted and made available to the public.
Ordinance #2015-03 Bond Ordinance Providing For Various 2015 Capital Improvements, By and In the Township of Lower in the County of Cape May, State of New Jersey (the Township) Appropriating \$1,645,000 Therefor and Authorizing the Issuance of \$1,560,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof – This is the public hearing for the final approval of this Ordinance. This Ordinance has been published, posted and made available to the public.
Ordinance #2015-04 Ordinance Revising and Restating Chapter 178, Beaches, of the Code of the Township of Lower. This is the public hearing for the final approval of this Ordinance. This Ordinance has been published, posted and made available to the public.

Administrative Reports

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

Council Comments

Call to the Public

Closed Session

Res. #2015-164 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. - PREPERATION FOR COLLECTIVE BARGAINING

Council may return to open session to award Insurance Agreements

Adjournment

COUNCIL MEETING MINUTES – MAY 4, 2015

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on May 4, 2015 at 6:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

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

Also present: James Ridgway, Township Manager, David Stefankiewicz, Township Solicitor and Karen Fournier, Clerk's Office

Proclamations - Joshua Smith & John Payne (Arrow of Light)

Mayor Beck opened the meeting with two proclamations for the Arrow of Light Award presented to Joshua Smith and John Payne. He congratulated Frank LoMonaco, Pack 63, for his leadership.

Mayor Beck read a proclamation supporting the Click it or Ticket Mobilization of May 18 through May 31, 2015.

Lower Township Community Pride - Kathy Louderback, Chamber of Commerce

Kathy Louderback, Lower Township Chamber of Commerce, invited Council to participate in a Community Pride initiative. She presented several ideas and asked for Council's support. She also suggested the adoption of "home of the best sunsets" as the Township's official slogan. Council offered their comments in favor of her initiative. Mrs. Louderback inquired about better signage throughout the Township.

Work Session

Hatch Mott MacDonald Presentation/Roseanne Avenue - Manager Jim Ridgway

Manager Ridgway introduced Mark Shray and Robert Mainberger of Hatch Mott MacDonald.

Mr. Shray gave an update on the engineering study of the Roseann Avenue project. He spoke about their last presentation to Council in September, 2012 following the underwater investigation. Again, they proposed to move forward with Phase III, tasks 3-5, to complete the work on the Roseann Avenue project.

Sally Yerk, Roseann Avenue, voiced her concern about the drainage issues on Roseann Avenue and urged Council to move forward on this project.

Mr. Shray informed that the Phase III study proposal is intended to be presented to Council in August, should Council decide to move forward.

Kathleen Dynan, Tranquility, asked how long the study will take and who will complete the work.

Councilmember Conrad agreed to move forward with the project.

Councilmember Perry stated that the problem has existed far too long and needs to be rectified.

Councilmember Simonsen, Deputy Mayor Clark and Mayor Beck all agreed.

Jim O'Reilly, Clearwater, voiced his concern about the outfall pipe being clogged. Discussion ensued with Mayor Beck.

Ed Sherretta, 306 Roseann Avenue, urged Council to move forward on this project.

Joe Link, Townbank, complimented Councilmember Perry for listening to his constituents. He voiced his desire to see Council work together and get this problem resolved.

Paul Yerck, 229 Roseann Avenue, voiced concern about the safety factor with the street sinking.

Brian O'Connor, 4 Edgewater Road, GIS Specialist for Cape May County, offered his ideas about the tide gate at Cox Hall Creek and how to resolve the flooding problems.

Unknown, addressed Council with a comment about Cox Hall Creek and asked if a check valve would solve the flooding problem.

Councilmember Perry confirmed with Mr. Shray about what to expect with the completed study.

Ordinance #2015-04 -- Beach Rules

Councilmember Perry ascertained from Solicitor Stefankiewicz that the beach rules pertain only to Township owned beaches.

Bill Greenfield, Villas, referred to part 172 of the Ordinance defining watercraft, and voiced concern about kayaks being in the same category as jet skis and motorboats. Discussion ensued about the wording of the ordinance.

Bob Crane, Townbank, reminded Council about the freedoms we enjoy on Lower Township beaches and requested that they not make restrictions to jeopardize that.

Joe Link, Townbank, voiced his opinion that Cape May Beach Property Owner's Association should establish beach rules consistent with the Township.

Consent Agenda

Councilmember Simonsen requested to move Ordinance #2015-04 to the Regular Agenda.

Councilmember Perry requested to move Resolution #2015-135 to the Regular Agenda.

Approval of Minutes	April 20, 2015
Res. #2015-134	Payment of Vouchers \$ 1,026,559.78
Res. #2015-135	Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (replacing Safety Coordinator from J.Dilworth to K.Brown)
Res. #2015-136	Requesting Change in Title, Text or Amount of Appropriation N.J.S.A. 40A: 4-85 (Chapter 159, P.L. 1948) (move \$10,000 from Feasability Study to contributions to First Aid Organizations)
Res. #2015-137	Authorization for Clothing Allowance (A.McCloskey \$425.)
Res. #2015-138	Resolution Acknowledging the Award to Constellation/New Energy (CNE) for Electric Generation Supply Services for the Township of Lower and Cooperative Members
Res. #2015-139	Capital Budget Amendment
Res. #2015-140	Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (JIF Wellness Incentive Award \$1,000)
Res. #2015-141	Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Click It or Ticket \$4,000)
Res. #2015-142	Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (S.Jersey Gas – Game On \$1,000)
Res. #2015-143	Authorization for the Payout of Accumulated Compensatory Time (5 officers \$25,070.95)
Res. #2015-144	Issuance of Ice Cream Peddling And Ice Cream Salesmen Licenses for the year 2015 (Mr. Softee, Kona Ice & A & T Ice)
Res. #2015-145	Issuance of 2015 Limousine and Operator License (G Transportation O.Cabrera)
Res. #2015-146	Approval of Change Order #1 to Hatch Mott MacDonald Contract for Bayshore Estates Stormwater Investigation – Phase 3 (increase of \$2,949.40)
Ordinance: # 2015-03	Bond Ordinance Providing For Various 2015 Capital Improvements, By and In the Township of Lower in the County of Cape May, State of New Jersey (the Township) Appropriating \$1,645,000 Therefor and Authorizing the Issuance of \$1,560,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof – This is the first Reading of this Ordinance Second reading and Public Hearing will be scheduled for May 18, 2015.

Ordinance #2015-04

Ordinance Revising and Restating Chapter 178, Beaches of the Code of the Township of Lower --- This is the first reading of this Ordinance. Second reading and Public Hearing will be scheduled for May 18, 2015.

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

Regular Agenda

Res. #2015-135

Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (replacing Safety Coordinator from J. Dilworth to K. Brown)

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

Ordinance #2015-04

Ordinance Revising and Restating Chapter 178, Beaches of the Code of the Township of Lower -- This is the first reading of this Ordinance. Second reading and Public Hearing will be scheduled for May 18, 2015

As Amended (In definition of watercraft: removal of kayaks, stand-up paddle boards, bodyboards, and bellyboards with skegs.)

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

Res. #2015-147

Appointment to the MUA Board

Motion to appoint Jacqueline Henderson to the LTMUA Board moved by Councilmember Simonsen, seconded by Councilmember Conrad.

Kathleen Dynan, Portsmouth Road, presented a written request asking Council to put Appointments on hold in the interest of adopting a policy mandating background checks for volunteer and board appointments. Please see attached.

Helen Thompson, Villas, disagreed with having to provide a Social Security Number in order to become a board member. Discussion ensued regarding Manager Ridgway's background check.

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

Council Comments

Councilmember Conrad remembered Marvin Hume for his many contributions to Lower Township. He informed that Mr. Hume's flag will be flown on Memorial Day at Sunset Beach. He reminded about Relay for Life and encouraged support for Lower Cape May Little League.

Councilmember Perry thanked the residents of Bayshore Estates for attending the meeting and vowed to do his part to get their problem solved. He reminded to use caution with open flames during the dry weather condition and informed of the current ban on outside fires.

Councilmember Simonsen reiterated sentiments about Marvin Hume. He thanked supporters of the Thomas Family and reminded of upcoming events at the LCMR PAC Center.

Deputy Mayor Clark also honored the memory of Marvin Hume.

Mayor Beck spoke about Marvin Hume as a true Lower Township treasure. He also announced the following upcoming events: Coast Guard Community Festival, Rabies Clinic, Armed Forces Celebration, Shred Day, and Relay for Life. He also reminded that pool passes are available for sale at the Rec. Department.

Call to Public

Betsy Kramer, addressed Council to express concern about restricting dogs from Lower Township beaches.

Joe Link, Townbank, commended Manager Ridgway on a job well done and commented about open government.

Jay Young, Cape May Beach, voiced concern about restricting dogs from Lower Township beaches.

Bob Crane, asked who will be enforcing the new beaches rules.

Helen Thompson, agreed that dogs should be allowed on Lower Township beaches. She also addressed Solicitor Stefankiewicz about the extreme weather provision in the Animal Ordinance. After a lengthy discussion about the wording of the ordinance, Mayor Beck suggested that any objections be emailed to Manager Ridgway.

Jim Neville, Townbank, defended his case against Councilmember Simonsen's comments at the last meeting regarding the map.

Bill Greenfield, Villas, asked about Animal Control responding to barking dogs on the weekends.

Mary Reader, Villas, voiced favor to all dogs being leashed on the beach.

Tom Frisoli, Villas, Vice-Chairman of LTMUA, addressed Mayor Beck to invite him to a LTMUA meeting to keep informed of any current changes.

Jacqueline Henderson, Mickel's Run, thanked Council for her nomination and looks forward to serving on the LTMUA Board.

Gary Muller, Baywood Park, commented on the leaf and branch schedule.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Simonsen. Motion to adjourn unanimous. Meeting adjourned at 8:41 p.m.

Mayor

Township Clerk

Approved:

In the interest of not appointing inappropriate individuals to any Volunteer and/or Council-Appointed position, all such appointments are on hold until the following Policy is adopted and ready for implementation.

Policy for All Volunteer and Council Appointments

Effective immediately, the Township of Lower must use the same State-mandated criminal background check for anyone working with children in the Township of Lower for all Board and non-Board Volunteer appointments made by Council.

To further facilitate the process used to conduct criminal-background checks, *The Township of Lower Citizen Leadership Form* is amended to include: applicant's Social Security number; street address; and proof of full-time residency in Lower Township. Because utility bills and other items with addresses do not prove legal residency, a driver's license, passport or voter's registration card is required. A copy of the item proving legal residency will be provided to the individual(s) reviewing *The Township of Lower Citizen Leadership Form* and retained with that *Form* for the Township of Lower's files.

If a candidate has had a criminal background check conducted within the last three years, a copy of that report must be provided with the candidate's application for a position. Candidates who have not had this check and who are appointed to any position will pay for this report and be reimbursed by the Township of Lower. Should an appointment be made prior to the completion of this process, the appointment is contingent upon receipt by the Township of a clean, criminal-background report.

A copy of this **Policy for All Volunteer and Council Appointments** must be provided to every applicant with *The Township of Lower Citizen Leadership Form*.

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00820 COMCAST DPW	15-01099	05/04/15	COMCAST DPW MONTH OF APRIL	Open	57.49	0.00		
00825 COMCAST*	15-01162	05/11/15	MONTHLY INTERNET SERVICE APRIL	Open	596.31	0.00		
00991 COLONIAL ELECTRIC SUPPLY*	15-00922	04/23/15	ELETRIC SWITCHES- EMERGENCY	Open	278.82	0.00		
01106 DOROTHY CRAWFORD	15-01169	05/12/15	CONTRACTUAL REIMBURSEMENT-M	Open	802.80	0.00		
01171 VERIZON WIRELESS - TOWNHALL	15-01116	05/06/15	SERVICE 4/24/15-5/23/15	Open	431.46	0.00		
	15-01138	05/07/15	IPHONE BILL 4/29/15-5/28/15	Open	751.28	0.00		
					<u>1,182.74</u>			
01220 DRAEGER SAFETY DIAGNOSTICS*	15-00779	04/01/15	ALCHOTEST MOUTH PIECES	Open	71.50	0.00		
01241 BRIAN MCEWING	14-01080	04/25/14	2014 EQUIP. ALLOWANCE	Open	12.51	0.00		
	15-01029	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		
					<u>162.51</u>			
01310 JLP INTL INC*	15-00789	04/01/15	MAINTENANCE OF EQUIPMENT	Open	208.00	0.00		
	15-00896	04/16/15	PARTS FOR FITNESS ROOM	Open	434.00	0.00		
					<u>642.00</u>			
01319 EDWARD EDWARDS	15-01017	04/28/15	2015 EQUIP. ALLOWANCE	Open	140.00	0.00		B
01499 JOSEPH FAZZIO, INC*	15-00917	04/23/15	STEEL FOR TRASH TRUCK	Open	538.09	0.00		
01502 PAMELA FELDER	15-00373	02/05/15	CONTRACT REIMBURSEMENT 2015	Open	113.58	0.00		B
01519 TOM FOLS ELECTRICALCONTRACTOR*	15-01183	05/13/15	INSTALL BREAKERS / GARAGE	Open	475.00	0.00		
	15-01184	05/13/15	SUPPY AND INSTALL POND PUMP	Open	450.00	0.00		
					<u>925.00</u>			
01577 MIKE FLINN**	15-01112	05/05/15	JUDO PAYMENT SPRING SESSION	Open	560.00	0.00		
01590 FORD, SCOTT & ASSOCIATES*	15-00273	01/27/15	RES 2015-08 DNE \$40,000	Open	10,000.00	0.00		
01643 WILLIAM GALESTOK	15-01085	04/29/15	REIMBURSEMENT	Open	64.05	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01690 GRANTURK EQUIPMENT CO*	15-00481	02/23/15	PARTS FOR RECY/MARCH	Open	1,010.58	0.00		
01697 GLOBAL INDUSTRIES INC*	15-00740	03/27/15	GLOBAL CHAIRS FOR TOWNHALL/PD	Open	8,857.90	0.00		
01781 HATCH MOTT MACDONALD, LLC*	15-00875	04/14/15	CONFLICE ENGINEER	Open	130.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ	15-00934	04/24/15	BOARD SOLICITOR SALARY	Open	625.00	0.00		
	15-01143	05/11/15	MOREY AND ANDERON RESOLUTION	Open	300.00	0.00		
					925.00			
01898 HERITAGE BUSINESS SYSTEMS, INC*	15-00926	04/23/15	COPIER QUARTERLY SERVICE	Open	77.76	0.00		
02025 HUNTER JERSEY PETERBILT*	15-00956	04/27/15	PARTS FOR TRUCKS	Open	1,725.89	0.00		
02108 KEEN COMPRESSED GAS CO*	15-00480	02/23/15	BOTTLED GAS/DPW/MARCH	Open	106.75	0.00		
02585 WILLIAM MASTRIANA	15-01088	05/01/15	TRAINING MEALS	Open	11.09	0.00		
03065 NJ MUNICIPAL COURT LAW REVIEW*	15-00911	04/21/15	2015 COURT LAW REVIEW RENEWAL	Open	20.00	0.00		
03109 TRU GREEN CHEMLAWN	15-00684	03/19/15	2015 FERT/SLICE INV 30278806	Open	4,085.00	0.00		B
03305 PEDRONI FUEL*	15-01139	05/07/15	NO LEAD GAS	Open	195.87	0.00		
03321 PATRICK MARTIN, ESQ	15-00948	04/27/15	SUBSTITUE PROSECUTOR	Open	400.00	0.00		
03387 POGUE INC. *	15-00788	04/01/15	DRUG TESTING	Open	150.00	0.00		
03495 ELIZABETH BYRNE	15-01167	05/12/15	CONTRACTUAL REIMBURSEMENTV	Open	310.00	0.00		
03518 RIGGINS, INC.*	15-01105	05/05/15	OFF HIGHWAY DIESEL	Open	990.36	0.00		
03537 RUTGERS, THE STATE UNIVERSITY*	15-00914	04/21/15	MUNICIPAL BUDGET PROCESS-30HRS	Open	931.00	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	15-00800	04/06/15	TIRES/DPW	Open	1,859.07	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03683	SNAP-ON TOOLS*							
	15-00512	02/26/15	UPGRADE TO EMISSION TESTER	Open	425.33	0.00		
	15-00620	03/12/15	ENGINE SMOKE EVAPORATOR	Open	<u>1,825.50</u>	0.00		
					2,250.83			
03692	SOUTH JERSEY GAS CO*							
	15-00946	04/27/15	APRIL 2015 GAS BILL	Open	2,862.86	0.00		
03723	STAPLES, INC.*							
	15-01095	05/01/15	QUICKEN 2015	Open	59.99	0.00		
03764	TCTANJ							
	15-00895	04/16/15	2015 SPRING CONFERENCE-CFO	Open	300.00	0.00		
03810	MUNICIPAL UTIL AUTH USAGE COST							
	15-01163	05/11/15	WATER SERVICE 1/15/15-4/15/15	Open	1,065.57	0.00		
03904	LOWE'S HOME CENTER INC*							
	15-00747	03/30/15	SUPPLIES FOR DPW	Open	196.26	0.00		
03920	RAYMOND GARRISON							
	15-01058	04/29/15	CONTRACTUAL REIMBURSEMENT-V	Open	230.00	0.00		
03935	STAPLES BUSINESS ADVANTAGE*							
	15-00925	04/23/15	SUPPLIES FOR TOWNHALL	Open	155.49	0.00		
	15-01115	05/05/15	OFFICE SUPPLIES	Open	<u>144.79</u>	0.00		
					300.28			
03969	VERIZON							
	15-01161	05/11/15	ANALOG BILL FOR APRIL	Open	125.81	0.00		
03971	VERIZON WIRELESS MDT POLICE							
	15-01113	05/05/15	MARCH 21-APRIL 20 INTERNET PD	Open	691.37	0.00		
03985	VILLAS NAPA AUTO PARTS							
	15-00799	04/06/15	SUPPLIES/DPW	Open	3,170.41	0.00		
03992	VAL-U AUTO PARTS-LLC*							
	15-00801	04/06/15	PARTS FOR POLICE VEHICLES	Open	3,769.57	0.00		
04075	BARBER CONSULTING SERVICES LLC							
	15-00784	04/01/15	INSTALLATION OF NEW SERVER	Open	1,120.00	0.00		
04089	WIZARD'S FESTIVAL OF FUN, INC*							
	15-00961	04/27/15	COAST GUARD COMMUNITY DAY	Open	2,000.00	0.00		
04122	JIM CONROY							
	15-01172	05/12/15	LACROSSE OFFICIAL	Open	60.00	0.00		
04266	NJ DEPT OF HEALTH&SENIOR SVCS							
	15-01089	05/01/15	STATE DOG LICENSE FEE-APRIL 15	Open	139.20	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04300 W B MASON CO INC*								
	15-00722	03/26/15	ENVELOPES	Open	290.00	0.00		
	15-00903	04/17/15	SUPPLIES FOR FIRE	Open	138.97	0.00		
					<u>428.97</u>			
04301 SEASHORE ASPHALT CORPORATION*								
	15-00037	01/06/15	ASPHALT/PATCH/RDS/JAN	Open	1,176.25	0.00		
04502 TODD LALIBERTE								
	15-01159	05/11/15	LACROSSE OFFICIAL	Open	120.00	0.00		
	15-01171	05/12/15	LACROSSE OFFICIAL	Open	120.00	0.00		
					<u>240.00</u>			
06019 AFFORDABLE FIRE PROTECTION INC								
	15-01003	04/28/15	AFFORDABLE FIRE PROTECTION	Open	4,075.00	0.00		
06036 ALBERT D LANG								
	15-01152	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	437.75	0.00		
4104 DOUGLASS LANDSCAPING LLC*								
	15-00622	03/12/15	2015 LANDSCAPING SERV \$45800.	Open	4,580.00	0.00		B
5016 BROOKAIRE COMPANY								
	15-00728	03/26/15	FILTERS FOR TOWNSHIP HVAC	Open	3,242.05	0.00		
5032 NORTH WILDWOOD \$ CREST SHIRT*								
	15-00822	04/07/15	PRIZE SHIRTS FOR EGG HUNT	Open	96.00	0.00		
	15-00902	04/17/15	HOLLOWAY UNIV. BLUE/BLACK PRIN	Open	125.00	0.00		
					<u>221.00</u>			
6061 AMERIHEALTH ADMINISTRATORS								
	15-00966	04/28/15	4/27/15 HEALTH & RX	Open	51,264.73	0.00		
	15-01102	05/04/15	4-30-2015 HEALTH AND RX	Open	71,774.29	0.00		
	15-01166	05/12/15	5/11/15 HEALTH & RX	Open	54,788.98	0.00		
					<u>177,828.00</u>			
7000 RICHARD HEIDMAN								
	15-01151	05/11/15	REFUND 2021 HOMESTEAD CREDIT	Open	319.26	0.00		
7087 PATRICIA RONAGHAN								
	15-01156	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	264.63	0.00		
7119 ENGINEERING DESIGN ASSOC*								
	15-01144	05/11/15	PROFESS ENGINEERING 14-08-02	Open	224.00	0.00		
	15-01145	05/11/15	PROFESS ENGINEERING 14-08-02	Open	224.00	0.00		
	15-01146	05/11/15	PROFESS ENGINEERING 14-05-01	Open	168.00	0.00		
					<u>616.00</u>			
7142 LINDSAY BECHTLER								
	15-01101	05/04/15	APRIL PAYMENT ZUMBA	Open	230.00	0.00		
7151 ART SHEPPARD								
	15-01107	05/05/15	LACROSSE OFFICIAL	Open	120.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7169 JAMES FALLON	15-01155	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	239.10	0.00		
7170 DANIEL GUSS	15-01153	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	332.76	0.00		
7181 JENNIFER KELLY, PHD, LLC*	15-00891	04/16/15	PRE-EMPLOYMENT PSYCHOLOGICAL	Open	2,000.00	0.00		
7327 RUTGERS/OFFICE OF CONTINUING P	15-00138	01/13/15	NJ COMPOST OPERATOR COURSE	Open	720.00	0.00		
7368 ACE PLUMBING/ELEC SUPPLY INC*	15-00877	04/14/15	2 MOET FAUCETS TOWNHALL	Open	59.42	0.00		
7373 NORTH WILDWOOD POLICE DEPT	15-00899	04/17/15	REIMBURSEMENT - MICHAEL HARKIN	Open	1,930.00	0.00		
7375 SCOREBOARD SERVICE COMPANY	15-00968	04/28/15	MODULE DUAL POWER	Open	515.00	0.00		
7376 RYAN DOW	15-01158	05/11/15	LACROSSE OFFICIAL	Open	120.00	0.00		
7381 ALAN MITCHELL*	15-01106	05/05/15	LACROSSE OFFICIAL	Open	30.00	0.00		
7390 DARA NATHAN	15-01110	05/05/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7391 ANDREW WELSH	15-01109	05/05/15	LACROSSE OFFICIAL	Open	30.00	0.00		
7392 ERIC LAPELUSA	15-01111	05/05/15	LACROSSE OFFICIAL	Open	120.00	0.00		
7394 RONALD & AGNES BROWN	15-01147	05/11/15	REFUND 2012 HONESTEAD CREDIT	Open	335.46	0.00		
7395 RICHARD PETERSON & REETTA ALIMO	15-01154	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	166.21	0.00		
7397 MORTGAGE SERVICE CENTER	15-01180	05/13/15	REFUND 2ND QTR TAX 2015	Open	945.63	0.00		
8201 DIRECT ENERGY BUSINESS	15-01117	05/06/15	MARCH-APRIL ENERGY CONT'D	Open	6,624.07	0.00		
BOSNA KAREN MANETTE BOSNA	15-01100	05/04/15	YOGA PAYMENT APRIL 2015	Open	165.00	0.00		
G-SEP DOUGS SEPTIC	15-00908	04/21/15	PUMP OUT FREEMAN DOUGLASS SEP	Open	570.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HOOVER ROBERT HOOVER & SONS INC*	15-00653	03/17/15	PARTS FOR COUNTY VAC TRUCK	Open	271.26	0.00		
SEAGE SEAGEAR MARINE SUPPLY*	15-00305	01/29/15	SUPPLIES FOR RDS/DPW/FEB.	Open	268.10	0.00		
Total Purchase Orders: 114				Total P.O. Line Items: 0	Total List Amount: 295,275.04	Total Void Amount: 0.00		

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2015- 149

TITLE: REJECTION OF BID #2015-08 POOL CONCESSION

WHEREAS, the Township advertised Bid #2015-08 for the Township Pool Concession Bid on April 8, 2015, accepted and publically opened them on Tuesday May 5, 2015 at 11:00 a.m.; the Township received Two (2) sealed bids; and

WHEREAS, as per 40:A11-23.2, both bid proposals did not submit mandatory items and thereby the Township will reject all sealed bid proposals.

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2015-150

**TITLE: REJECTION OF BID FOR ADA UPGRADES & PLAYGROUND IMPROVEMENTS
AT THE RECREATION CENTER**

WHEREAS, the Township of Lower advertised for bids for the ADA Upgrades & Playground Improvements at the Recreation Center on April 1, 2015, accepted and publically opened them on April 30, 2015; and

WHEREAS, the Township received four (4) sealed bids; and

WHEREAS, all bids were reviewed by Jim Lindemon of LWDMR, the Township's QPA and Recreation Director; and

WHEREAS, as per 40:A11-13.2 (a), all of the bid proposals received substantially exceed the cost estimate for the project and therefore the Township will reject all sealed bid proposals.

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

PHASE II - ADA UPGRADES & PLAYGROUND IMPROVEMENTS AT THE RECREATION CENTER

OFFICIAL
FILE COPY

Bid Opening : Thursday - April 30, 2014 / 10:00 a.m.

	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
BASE BID :	Ocean Construction LLC	Archetto Construction, Inc. ✓	R. Maxwell Constructio Co. ✓	Aliano Bros. Gen. Contractors, Inc. ✓
	\$	\$ 298,500.	\$ 262,900.	\$ 285,458.
ALTERNATE #1 - (ADD):				
P&I resilient play surface panels beyond 60'x90' to expand the surface to 60'x120' (30'x60' additional)	\$	\$ 30,980.	\$ 42,740.	\$ 49,425.
ALTERNATE #2 - (ADD):				
P&I of new ADA compliant parking space, paving & dropped curb.	\$	\$ 11,900.	\$ 13,950.	\$ 13,947.
UNIT PRICES :				
#1 : P&I one (1) Merry-Go-Round	\$	\$ 7,035. ea.	\$ 7,182. ea.	\$ 6,679. ea.
#2 : P&I one (1) set of Play Activity Panels	\$	\$ 5,060. set	\$ 6,038. set	\$ 5,789. set
#3 : P&I one (1) Canopy	\$	\$ 9,500. ea.	\$ 9,916. ea.	\$ 8,118. ea.
#4 : P&I one (1) Park Bench	\$	\$ 19,115. ea.	\$ 3,142. ea.	\$ 2,877. ea.
#5 : P&I one (1) Picnic Table	\$	\$ 1475. ea.	\$ 1,593. ea.	\$ 1,939. ea.
#6 : P&I one (1) Resilient Play Surface Panel	\$	\$ 69. ea.	\$ 85. ea.	\$ 98. ea.
COMMENTS				

OPENED & READ BY :

M. Heiler

RECORDED BY :

James Janner

PHASE II - ADA UPGRADES & PLAYGROUND IMPROVEMENTS AT THE RECREATION CENTER
 OFFICIAL
 FILE COPY

Bid Opening : Thursday - April 30, 2014 / 10:00 a.m.

	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
BASE BID :	Joseph Porretta Builders, Inc			
ALTERNATE #1 - (ADD): P&I resilient play surface panels beyond 60'x90' to expand the surface to 60'x120' (30'x60' additional)	\$ 280,000.	\$	\$	\$
ALTERNATE #2 - (ADD): P&I of new ADA compliant parking space, paving & dropped curb.	\$ 17,779.	\$	\$	\$
UNIT PRICES :				
#1 : P&I one (1) Merry-Go-Round	\$ 7,400.	ea.	\$	ea.
#2 : P&I one (1) set of Play Activity Panels	\$ 6,500.	set	\$	set
#3 : P&I one (1) Canopy	\$ 15,000.	ea.	\$	ea.
#4 : P&I one (1) Park Bench	\$ 2,600.	ea.	\$	ea.
#5 : P&I one (1) Picnic Table	\$ 2,190.	ea.	\$	ea.
#6 : P&I one (1) Resilient Play Surface Panel	\$ 53.	ea.	\$	ea.
COMMENTS				

OPENED & READ BY : _____

RECORDED BY : *[Signature]*

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

RESOLUTION #2015-151

Title: AUTHORIZING PAYMENT FOR 2015 REGIONAL SCHOOL TAXES

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2015 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

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

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #5-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

DUE DATE		AMOUNT DUE
15-Jul	2015	1,270,820.40
15-Aug	2015	1,270,820.40
15-Sep	2015	1,270,820.40
15-Oct	2015	1,270,820.40
15-Nov	2015	1,270,820.40
Total Payments 7/1 - 12/31/2015		6,354,102.00

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015-152

Title: AUTHORIZING PAYMENT TO LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2015 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

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

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #5-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

DUE DATE		AMOUNT DUE
1-Jul	2015	1,631,728.60
1-Aug	2015	1,631,728.60
1-Sep	2015	1,631,728.60
1-Oct	2015	1,631,728.60
1-Nov	2015	1,631,728.60
Total Payments 7/1 - 12/31/2015		8,158,643.00

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015-153

Title: COPS IN SHOPS SUMMER SHORE INITIATIVE 2015

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control to run the Cops in Shops Summer Shore Initiative 2015.

NOW THEREFORE, BE IT RESOLVED that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control, does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

(Signature)
Michael E. Beck, Mayor

(Signature)
William Mastriana, Chief of Police

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NEW JERSEY STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

March 27, 2015

Lower Township
2600 Bayshore Road
Villas, New Jersey 08251-1397

Dear Grantee,

Congratulations! We are pleased to notify you that your **09 Community Wildfire Protection Plan (CWPP) Grant Agreement FS15-013** has been fully executed and an original copy is attached for your files. The Grant Agreement lists the work period and the Scope of Work.

Please provide us with all of your reimbursement documentation. Acceptable documentation will include, but not be limited to, signed invoices or receipts. Please refer to the **attached** document for guidance regarding matching funds.

State Forestry Services is committed to a successful project. Should you need assistance, please do not hesitate to contact us at 609-292-2977.

Sincerely,

Gregory S. McLaughlin, Division Forest Firewarden
State Forestry Services

**GRANT AGREEMENT
BETWEEN
LOWER TOWNSHIP
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: FS15-013

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	0.00	0.00	0.00	0.00	0.00
C. Other Costs Specify					
* Equipment & supplies	\$10,000.00	\$5,000.00	0.00	\$5,000.00	0.00
*	0.00	0.00	0.00	0.00	0.00
*	0.00	0.00	0.00	0.00	0.00
*	0.00	0.00	0.00	0.00	0.00
*	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$10,000.00	\$5,000.00	0.00	\$5,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$10,000.00	\$5,000.00		\$5,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT AMOUNT	\$10,000.00	\$5,000.00	0.00	\$5,000.00	0.00

TOTAL GRANT AMOUNT is the sum of "Federal" and "State" column totals \$0.00
 the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work



EasyGrantsID: 42279

National Fish and Wildlife Foundation – Hurricane Sandy Coastal Resiliency Competitive Grants
 Program 2013, Full Proposal

Title: Building Ecological Solutions to Coastal Community Hazards (NJ)

Organization: New Jersey Department of Environmental Protection

	Units	Cost Per Unit	Total
NJ Sea Grant	1	\$200,000.00	\$200,000.00
USACE	1	\$200,000.00	\$200,000.00
Rutgers	1	\$10,000.00	\$10,000.00
National Wildlife Federation	1	\$403,270.00	\$403,270.00
Sustainable Jersey	1	\$409,210.00	\$409,210.00
Partnership for the Delaware Estuary	1	\$290,000.00	\$290,000.00
Mun 1 Somers Point	1	\$125,000.00	\$125,000.00
Mun 2 Brigantine	1	\$125,000.00	\$125,000.00
Mun 3 Margate	1	\$125,000.00	\$125,000.00
Mun 4 Atlantic City	1	\$125,000.00	\$125,000.00
Mun 5 Cape May County	1	\$200,000.00	\$200,000.00
Mun 6 Downe Township	1	\$200,000.00	\$200,000.00
Mun 7 Lower Township	1	\$250,000.00	\$250,000.00
Mun 8 Secaucus	1	\$225,000.00	\$225,000.00
Mun 9 Upper Township	1	\$61,000.00	\$61,000.00
Mun 10 Spring Lake	1	\$130,000.00	\$130,000.00
Contracted Professional - planner	1500	\$54.50	\$81,750.00
Total Contractual Services			\$3,160,230.00

From: [Michael Voll](#)
To: [Colleen Crippen](#)
Cc: [Bill Galestok](#)
Subject: FW:
Date: Monday, September 08, 2014 9:21:29 AM
Attachments: [20140905143313205.pdf](#)
Importance: High

From: Gimeno, Leslie [<mailto:lgimeno@co.cape-may.nj.us>]
Sent: Monday, September 08, 2014 8:59 AM
To: mbeck@townshipoflower.org
Cc: mvoll@townshipoflower.org; OConnor, Brian
Subject:
Importance: High

Good morning Mayor

Please see message below and attachment from Brian O'Connor regarding the Cox Hall Creek Project.

The State is offering a Tidelands License for the project – this is a very important part of the project. As the owner of the property / the Township is required to be the “licensee” . The cost to obtain the License is \$1,000, and there is funding available through the Ducks Unlimited Grant to reimburse the Township for the fee.

Could you please take a look at the attachment and process the paperwork at your earliest convenience? Brian has suggested that if you have any questions to reach out to Dave Golden – his contact information is below.

Thank you!
-Leslie

Leslie L. Gimeno, PP, AICP, MPA
Planning Director
Cape May County Planning Department
4 Moore Road, Cape May Court House, NJ 08210
tel: 609 465-6875 / fax: 609 465-1418

From: OConnor, Brian
Sent: Monday, September 08, 2014 8:20 AM
To: Gimeno, Leslie
Subject:

Hi Mayor,

This is the tidelands grant for the outfall pipe to Delaware bay from Cox Hall you should have had one for the original outfall but you did not. It is very rare to Receive a grant from the tidelands office. The \$1,000 will be refunded to the township once it is paid from Ducks Unlimited, just send me the receipt and I'll get you the money. Unfortunately, since

we (the County and NJ Fish and Wildlife) are not the title holders of the property the grant cannot be assigned to us (see second paragraph on the attached). The Township is the principle owner of the property. Any questions should be addressed to Dave Golden.

Dave's contact information:

David M. Golden, Chief
NJ Division of Fish and Wildlife
Bureau of Wildlife Management
8747 Ferry Road
Millville, NJ 08332
(609) 358-2072; (856) 785-0670 FAX
david.golden@dep.nj.gov

Brian O'Connor
GIS Specialist
(609)-465-1083 tel (609)-465-1418 fax
boconnor@co.cape-may.nj.us
www.capemaycountyjms.net mapping site
Cape May County Planning Department
4 Moore Road, Cape May Court House, 08210

 Please consider the environment before printing this email

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

RESOLUTION #2015-157

TITLE: APPROVAL TO MEDIA FIVE ENTERTAINMENT LTD FOR FIVE (5) CONCERT SERIES TO BE HELD AT DELAWARE RIVER BAY AUTHORITY FERRY TERMINAL

WHEREAS, the Lower Township Recreation Department is contracting five (5) events with Media Five Entertainment Ltd which will take place at the Ferry Terminal for the following dates and fees:

TO: Media Five for the following shows:

			Township Share
Sensational Soul Cruisers	July 08, 2015	\$ 4,000.00	\$ 2,000.00
The B Street Band	July 15, 2015	\$ 3,500.00	\$ 1,750.00
Separate Ways	July 22, 2015	\$ 3,500.00	\$ 1,750.00
Morrison Brothers	July 29, 2015	\$ 2,500.00	\$ 1,250.00
DannyV's	August 5, 2015	\$ 3,500.00	\$ 1,750.00
	TOTAL	<u>\$17,000.00</u>	<u>\$ 8,500.00</u>

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A-E, which will be paid upon completion of each event; and

WHEREAS, the DRBA has authorized a contribution of \$8,500.00 towards the entertainment events; and

WHEREAS, the CFO has determined sufficient funds are available in the budget under Celebration of Public Events 5-01-30-420-259 as evidenced by her signature:

CFO's signature _____

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Mayor is hereby authorized and directed to sign the attached agreement with Media Five Entertainment Ltd.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ANSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						



MEDIA FIVE ENTERTAINMENT

For Artist Logo & Photo Log onto:
www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

("Booking Agent")

ENGAGEMENT AGREEMENT

CONTRACT NO.

66062

NJ License# BWO365500

Purchaser Copy/Page 1 of 3

1. This Agreement made on **October 26, 2014** between **Steven Barlotta** herein referred to as "Artist" providing the services of **SENSATIONAL SOUL CRUISERS** and **Lower Twsp Recreation Dept/Mike** herein referred to as "Purchaser."

A. Place of Engagement **Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ**
B. Type of Engagement

2. A. Date(s) of Engagement **Wednesday July 8, 2015**
B. Hours of Engagement **4:45-8:00**
C. Sets **2-60**

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) **All transportation costs are the responsibility of the artist. Average cost of transportation is _____.

3. Engagement Price Agreed Upon **\$4,000.00** \$1500 buyout if canceled by rain in advance of leaving. Once they arrive and canceled for rain, 2500 to be paid. Need dressing room for 12, hospitality and parking for 12 vehicles.

4. Special Requirements Of Artists If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".

- A. Provide one lockable private dressing room and adequate electrical power to run artist.
- B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
- C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.

- 5. Purchaser to provide first class sound, lights & operators Purchaser to provide first class sound & lights Purchaser to provide first class partial PA Purchaser to provide first class lights Band to provide Sound & Lights Artist Sound check deadline

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: Amount: **\$1,500.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event insurance is the sole responsibility of the purchaser.
- 11. Purchaser assumes no liability for any withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties, and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
- 14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that (a) return engagements of Artist (whether as members of a band, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent and Artist shall be deemed to have accepted the Booking Agent's services for this Engagement. Provided that whether this agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this agreement is signed on behalf of Artist.
- 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
- 16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.
- 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
- 18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
- 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-listed Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
 - (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
 - (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be payable by the party who failed to pay the Booking Agent's commission hereunder.
- 20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
- 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorney's fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
- 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
- 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
- 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
- 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
- 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
- 27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boas St, Room 1623 Harrisburg, PA 17121.
- 28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mike Voll

Purchaser Name

XBy

Purchaser Signature (or an authorized agent thereof)

**Lower Cape May Recreation
2600 Bayshore Road
Villas NJ 08251**

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Steven Barlotta 13-3992593

Artist Name / Federal ID#

XBy

Artist Signature (or an authorized agent thereof)

**c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020**

**David Sestak
Booking Agent**

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. (An Authorized Signature)



For Artist Logo & Photo Log onto: www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.
66185
NJ License# BWO365500

Engagement Agreement

Purchaser Copy/ Page 1 of 3

1. This Agreement made on November 12, 2014 between c/o Will Forte herein referred to as "Artist" providing the services of The B STREET BAND a tribute to the Boss Lower Twsp Recreation Dept/Mike herein referred to as "Purchaser."
A. Place of Engagement Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ
B. Type of Engagement
2. A. Date(s) of Engagement Wednesday July 15, 2015
B. Hours of Engagement 4:45-8:00
C. Sets 2-75

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee, 71 P.S. 670(b)(1) **All transportation costs are the responsibility of the artist Average cost of transportation is _____

3. Engagement Price Agreed Upon \$3,500.00 Per Night; \$1500 buyout if canceled by rain in advance of leaving. Once they arrive and canceled for rain, 2500 to be paid. Need dressing room for 12, hospitality and parking for 12 vehicles.

4. Special Requirements Of Artists If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5. Purchaser to provide first class sound, lights & operators Purchaser to provide first class sound & lights Purchaser to provide first class partial PA
Purchaser to provide first class lights Band to provide Sound & Lights Artist Sound check deadline

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.
7. DEPOSIT RECEIVED - Date: Amount: \$1,000.00 In event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.
9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser, Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event insurance is the sole responsibility of the purchaser.
11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this agreement is signed on behalf of Artist.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the Jurisdiction of said courts and waives the right to change venue.
17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mike Voll

Purchaser Name

XBy

[Signature of Mike Voll] 5/2/15

Purchaser Signature (or an authorized agent thereof)
Lower Cape May Recreation
2600 Bayshore Road
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

c/o Will Forte 42-1703538

Artist Name / Federal ID#

XBy

[Signature of Will Forte]

Artist Signature (or an authorized agent thereof)
c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020

David Sestak
Booking Agent

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. (An Authorized Signature)



For Artist Logo & Photo Log onto: www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.
66974
NJ License # BWO365500

ENGAGEMENT AGREEMENT

1. This Agreement made on February 24, 2015 between Separate Ways the band: It's worth the and Lower Township Department of Parks herein referred to as "Artist" providing the services of Separate Ways the band: It's worth the and Lower Township Department of Parks herein referred to as "Purchaser."

A. Place of Engagement Lower Township Department of, 2600 Bayshore Road, Villas, NJ
B. Type of Engagement 100% Headline

2. A. Date(s) of Engagement Wednesday July 22, 2015
B. Hours of Engagement 4:45-8:00
C. Sets 2-60

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee, 71 P.S. 570(b)(1) "All transportation costs are the responsibility of the artist. Average cost of transportation is _____.

3. Engagement Price Agreed Upon
\$3,500.00 Per Night; Band Provide Complete PA and Operator

- 4. Special Requirements Of Artists
A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5. Purchaser to provide first class sound, lights & operators
Purchaser to provide first class sound & lights
Purchaser to provide first class partial PA
Band to provide Sound & Lights
Artist Sound check deadline

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of the engagement without the expressed written consent of Artist.
7. DEPOSIT RECEIVED - Date: Amount: \$50.00
in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser.
11. Purchaser assumes no liability for any withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment or report of these and any other taxes or contributions.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitute the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania.
17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

I HAVE READ AND UNDERSTAND THIS AGREEMENT
Lower Township Department of Parks and Recreation/Mitchell Plenn
Purchaser Name
XBy [Signature] 5/7/15
Purchaser Signature (or an authorized agent thereof)
Lower Township Department of
2600 Bayshore Road
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT
Separate Ways the band: It's worth the
Artist Name / Federal ID#
XBy [Signature]
Artist Signature (or an authorized agent thereof)
c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020
David Sestak
Booking Agent

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. (An Authorized Signature)



MEDIA FIVE ENTERTAINMENT

For Artist Logo & Photo Log onto:
www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.
66841
NJ License # BWO365500

ENGAGEMENT AGREEMENT

1. This Agreement made on **February 3, 2015** between **Matt Nolan** herein referred to as "Artist" providing the services of **The Morrison Brothers Band** and **Lower Twsp Recreation Dept/Mitchell** herein referred to as "Purchaser."

A. Place of Engagement: **Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ**
B. Type of Engagement: **Club**

2. A. Date(s) of Engagement: **Wednesday July 29, 2015** B. Hours of Engagement: **5:30-8:30** C. Sets: **2-75**

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) *All transportation costs are the responsibility of the artist. Average cost of transportation is _____.

3. Engagement Price Agreed Upon
\$2,500.00 Per Night. Band to provide sound, lights and operators. Advance date with Jim Rikgway at 1-609-827-4320

4. Special Requirements Of Artists If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
- A. Provide one lockable private dressing room and adequate electrical power to run artist.
- B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
- C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5. Purchaser to provide first class sound, lights & operators Purchaser to provide first class sound & lights Purchaser to provide first class partial PA
 Purchaser to provide first class lights Band to provide Sound & Lights Artist Sound check deadline

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: _____ Amount: **\$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Even insurance is the sole responsibility of the purchaser.
11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of Purchaser and/or Artist.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the Jurisdiction of said courts and waives the right to change venue.
17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
(i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
(ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
26. Artist's name and/or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
27. The Booking Agent is duly licensed and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boss St. Room: 1823 Harrisburg, PA 17121.
28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mitchell

Purchaser Name

XBy _____

Purchaser Signature (or an authorized agent thereof)
Lower Cape May Recreation
2600 Bayshore Road
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Matt Nolan 46-3188026

Artist Name / Federal ID#

XBy _____

Artist Signature (or an authorized agent thereof)
c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020
David Sestak
Booking Agent

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. _____ (An Authorized Signature)



For Artist Logo & Photo Log onto:
www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.
66813

NJ License # BWO365500

("Booking Agent")
ENGAGEMENT AGREEMENT

1. This Agreement made on **January 30, 2015** between **Daniel Vechesky** herein referred to as "Artist" providing the services of **Danny V's 52nd Street Band The Ultimate** and **Lower Township Department of Parks** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of, 2600 Bayshore Road, Villas, NJ**

B. Type of Engagement

2. A. Date(s) of Engagement **Wednesday August 5, 2015**

B. Hours of Engagement
4:45-8:00

C. Sets
2-60

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) **All transportation costs are the responsibility of the artist. Average cost of transportation is _____.

3. Engagement Price Agreed Upon
\$3,500.00 Per Night; Band to provide sound, lights and operators. Advance date with Jim Ridgway at 1-609-827-4320

4. Special Requirements Of Artists If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.

5. Purchaser to provide first class sound, lights & operators Purchaser to provide first class sound & lights Purchaser to provide first class partial PA
 Purchaser to provide first class lights Band to provide Sound & Lights Artist Sound check deadline

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: **Amount: \$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event insurance is the sole responsibility of the purchaser.
11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties, and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all future engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of the Purchaser.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.
17. The recording, filming, photographing or other reproduction or transcription of Engagement is prohibited without written consent of Artist.
18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
(i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
(ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorney fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
26. Artist's name and/or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 661 Bosa St, Room 1823 Harrisburg, PA 17121.
28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT
Lower Township Department of Parks and

Recreation/Mitchell Plenn
Purchaser Name

XBy 5/1/15

Purchaser Signature (or an authorized agent thereof)
**Lower Township Department of
2600 Bayshore Road
Villas NJ 08251**

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Daniel Vechesky

Artist Name / Federal ID#

XBy _____

Artist Signature (or an authorized agent thereof)
**c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020
David Sestak
Booking Agent**

**PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL
ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.**

**ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER
ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.**

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. _____ (An Authorized Signature)

Lower Township Department of Parks & Recreation

Mitchell B. Plenn
Superintendent of Parks & Recreation

2600 Bayshore Road
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8
Fax (609) 886-7838
E-mail recreation@townshipoflower.org

To: Mr. Heath Gehrke
From: Mitchell B. Plenn
Re: Lower Township Department of Parks and Recreation Concert Series w/ DRBA
Date: April 30, 2015

INVOICE FOR BANDS

07/08/15	SOUL CRUISERS	\$4000.00	\$2000.00(DRBA)
07/15/15	BSTREET BAND	\$3500.00	\$1750.00(DRBA)
07/22/15	SEPARATE WAYS	\$3500.00	\$1750.00(DRBA)
07/29/15	MORRISON BROTHERS	\$2500.00	\$1250.00(DRBA)
08/05/15	DANNYV'S	\$3500.00	\$1750.00(DRBA)

TOTAL AMOUNT FOR BANDS SUMMER OF 2014= \$17000.00

TOTAL AMOUNT PAID BY DRBA = \$8500.00

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

RESOLUTION #2015-158

TITLE: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
431	3	Patricia Ronaghan	homestead on exempt property	264.63
494.30	9	James & Joyce Fallon	homestead on exempt property	239.10
497.01	32	R Peterson & R Alimo	homestead on exempt property	166.21
497.08	2	Daniel & K Guss	homestead on exempt property	332.76
499.20	28	Albert & Mary Ann Lang	homestead on exempt property	437.75
576	2	Richard & Ruth Heidman	homestead on exempt property	319.26
677	4	Ronald & Agnes Brown	homestead on exempt property	335.46
553	36	Mortgage Service Center	Paid twice	945.63

I hereby certify the foregoing to be the original resolution adopted by the Township Council a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOITON	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2015-159

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Eric Coombs in the amount of \$7,802.50 is authorized and chargeable to the 2015 Budget account 5-01-25-240-121.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana

FROM: Ptlm. Eric S. Coombs

DATE: May 4, 2015

SUBJECT: Comp Time

Sir,

I am requesting to sell back 177 hours of accumulated compensatory time. I have some home projects that I need to address and the money would be appreciated and go to good use. Thank you for your time and consideration.

Respectfully Submitted,

Signature
line is here



Eric S. Coombs
Patrolman Badge 177

C File

Date	Officer	Comments
May 5, 2015	Chief Mastriana	Forward to Acad. Div. for approval

177 * x
44-0819 =
7-802-50 *

5-81-25-240-121

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

RESOLUTION # 2015-160

TITLE: GRANT AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: 2013 HURRICANE SANDY COASTAL RESILIENCY COMPETITIVE GRANTS PROGRAM - BUILDING ECOLOGICAL SOLUTIONS TO COASTAL COMMUNITY HAZARDS

WHEREAS, the Governing Body of the Township of Lower desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$250,000.00 to fund the following project:

2013 Hurricane Sandy Coastal Resiliency Competitive Grants Program Building Ecological Solutions to Coastal Community Hazards

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Lower that Mayor Michael E. Beck or the successor to the office of Lower Township Mayor is authorized to:

- A) Make application for such a grant
- B) If awarded, to execute a grant agreement with the State for a grant in an amount not less than \$250,000 and not more than \$250,000
- C) To execute any amendments thereto which do not increase the Township's obligations

BE IT FURTHER RESOLVED, the Lower Township Council authorizes and hereby agrees to match 25% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, service or property, is hereby certified. 25% of the match will be made up of in-kind services (if allowable by grant program requirements and the agreement). The Township agrees to comply with all applicable Federal, State and Municipal laws, rules and regulations in its performance pursuant to the agreement.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

Julie Picard

From: Bill <planning@townshipoflower.org>
Sent: Wednesday, May 13, 2015 12:45 PM
To: Julie Picard
Subject: Fw: Lower Township contract
Attachments: Lower Township Resolution.pdf

FYI. Bill

From: Sage, Courtney
Sent: Wednesday, May 13, 2015 12:32 PM
To: <mailto:ccrippen@townshipoflower.org> ; planning@townshipoflower.org
Subject: Lower Township contract

William and Colleen,

Thank you so much for submitting the electronic version of the Lower Township revised sheets for the contract. I look forward to receiving them in the mail.

I wanted to point out to you that Lower Township is in need of a new Resolution (Attachment E). The date signed by the Municipal Clerk, as well as the date of the City Council meeting when the Resolution was initially introduced are now past the 60-day date allowed according to the contract language. I have attached a PDF version of a new Attachment E and a copy of the original Resolution.

Please return to me a new resolution with original signature and raised seal.

I apologize for any confusion that you might encounter with this process, but I can guarantee that you and Lower Township can expect a fully executed copy of this contract in the near future.

Courtney Sage
Administrative Assistant
NJ Department of Environmental Protection
609-341-5310
Courtney.Sage@dep.nj.gov

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

RESOLUTION #2015-161

TITLE: REAPPOINTMENT OF JULIE PICARD AS MUNICIPAL CLERK

WHEREAS, Julie Picard was appointed to the position of Lower Township Municipal Clerk on July 16, 2012 by Resolution #2012-185; and

WHEREAS, said appointment was for an initial three year term; and

WHEREAS, pursuant to N.J.S.A. 40A:9-133, the governing body must approve the reappointment to this position after the initial term of office; and

WHEREAS, Township Manager James Ridgway supports this reappointment.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, pursuant to NJSA 40A:9-133 that Julie Picard is hereby reappointed as the Lower Township Registered Municipal Clerk.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

RESOLUTION #2015-162

TITLE: RESOLUTION ACCEPTING BIDS & AWARDING THE CONTRACT TO SUPPLY ASPHALT FOR 24 MONTHS

WHEREAS, bids were advertised on March 18, 2015 and due on April 22, 2015, at 11:00 a.m. to Supply Asphalt for 24 Months with; and

WHEREAS, two (2) proposals were submitted and reviewed by the QPA and Gary Douglass, CPWM, and the bidders complied with the specifications and supplied all required certifications and bid documents; and

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

Appropriation # _____

Lauren Read, CFO

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

AWARD TO: SEASHORE ASPHALT COMPANY

AMOUNT: ITEMIZED BELOW

Hot Mix Asphalt Base Course, Mix I-2 Furnished at Plant	\$38.00 per ton
Hot Mix Asphalt Base Course, Mix I-4 Furnished at Plant	\$47.00 per ton
Hot Mix Asphalt Base Course, Mix I-5 Furnished at Plant	\$51.00 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-2	\$46.50 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-4	\$55.00 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-5	\$56.00 per ton

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid with an expiration date of May 31, 2017.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2015-163

TITLE: RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH HATCH MOTT MACDONALD FOR ENVIRONMENTAL SERVICES FOR WHITTIER AVENUE AND ROSEHILL PARKWAY BEACH ACCESS PATHS

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Hatch Mott MacDonald has provided a proposal for Professional Engineering Services Environmental Services for Whittier Avenue and Rosehill Parkway Beach Access Paths; 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:

Account: 5-01-20-165-299

Signature _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding be awarded as follows:

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$1,750.00 to contact the NJDEP to request authorization for beach access to perform repairs.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						



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

May 15, 2015

Via Email at manager@townshipoflower.org & 1st Class Mail

Mr. James Ridgway, Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Professional Environmental Services Proposal
Whittier Avenue and Rosehill Parkway Beach Access Paths
Lower Township, Cape May County
HMM No. 349213.CM.10**

Dear Mr. Ridgway:

Hatch Mott MacDonald (HMM) is pleased to submit this proposal to provide professional environmental services for the above referenced project. As requested by the Township HMM will contact the New Jersey Department of Environmental Protection (NJDEP) and coordinate a request for authorization, per the Township's Beach Maintenance Permit, to make repairs to the Whittier Avenue and Rosehill Parkway beach access paths. Our scope of work does not include any surveys of the beach paths nor does this scope of work include preparing a new application to the NJDEP.

We propose to perform the work based upon a **reimbursable (Not-to-Exceed) method of compensation for the actual time required** and at the actual hourly rates for the individual(s) employed in accordance with our current rate schedule. We estimate a budget of **\$1,750** to coordinate the above request for authorization.

Contract: Hatch Mott MacDonald will perform this work under our "Agreement for Professional Engineering Services" with the Township of Lower dated January 5, 2015.

Invoicing: The Township will be receiving a monthly invoice for the project. The invoice will be for work completed and will be billed on a reimbursable/hourly rate basis.

We thank you for the opportunity to provide this Scope of Work and Cost Proposal. 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, LLC

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: Thomas R. Thornton, PE, CME, HMM
Eric C. Betz, PE, BCEE, CME, Vice President, HMM

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

ORDINANCE # 2015-02

TITLE: ORDINANCE AMENDING CHAPTER 166, ANIMALS, OF THE CODE OF TOWNSHIP OF LOWER

WHEREAS, the Township Council of the Township of Lower desires to amend Chapter 166, Animals, of The Code of the Township of Lower.

NOW, THEREFORE, BE IT ORDAINED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby determines and declares that the following sections of Chapter 166 read as follows:

Section 1. 166-1 E. shall read as follows:

E. Chaining or tethering of dogs.

Dogs must be able to move freely when chained or tethered and shall be confined for a period no greater than nine (9) hours within a twenty-four hour period. The size of the tether or chain must be a minimum of 15 linear feet and shall remain tangle free. Dogs must be equipped with properly fitted harness or buckle type collar. The tether or chain shall be constructed of lightweight cable. A doghouse shall be accessible to dogs that are chained or tethered. No Dog shall be chained or tethered outside for more than thirty (30) minutes after sunset or before sunrise. When chaining or tethering dogs, individuals shall strictly adhere to the prohibitions contained within section 166-1(g)(1) and section 166-1(g)(2).

Section 2. A new paragraph "F" is hereby added to Section 166-1 which shall read as follows:

F. Extreme Weather.

In extreme weather below thirty-two (32) degrees and above ninety (90) degrees and in major storms where evacuation is recommended, all outdoor dogs and indoor/outdoor cats (with the exception of feral cats) must be brought indoors whether tethered or kenneled, unless the kennel is heated or air conditioned in accordance with the safety code. Indoors will include any area of the residence and shall conform to the above temperature specifications and must be adequately ventilated.

Section 3. Section G shall read as follows:

G. Prohibited activities and treatment

- a. The following specific acts are declared to be prohibited activities and treatment directed towards animals, but said enumeration shall not be deemed to be exclusive:

(1) No owner, caretaker, guardian or handler shall withhold proper shelter, protection from weather, veterinary care and immune care to any animal. No owner, caretaker, guardian or handler shall fail to provide his or her animal with sufficient food and drinkable water on a daily basis. Food and water must be in animal food consumption or water consumption type container, feeder or waterer.

(2) No animal shall be subjected to unnecessary suffering and cruelty such as subjecting the animal to prolonged fear, injury, pain or physical abuse. Interaction with humans and other animals shall not be unreasonably withheld. Any individual, currently licensed by the State Board of Veterinary Medical Examiners to practice veterinary medicine, who is acting within his or her scope of practice to deliver acceptable and medically sound veterinary care to an animal, shall be exempt from this subsection

Section 4. Section H shall read as follows:

Failure to comply with the provisions of Subsections A, B, C, D, E, F and/or G of this section shall be deemed a separate offense, and each violation shall subject the violator, upon conviction, to a fine of not less than \$100 nor more than \$1,000.

Section 5. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 6. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 7. This Ordinance shall become effective immediately upon final passage and publication, according to law.

Thomas Conrad, Councilmember

David Perry, Councilmember

Erik Simonsen, Councilmember

Norris Clark, Deputy Mayor

Michael E Beck, Mayor

Adopted:

Attest: _____
Julie A Picard, Township Clerk

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

ORDINANCE NUMBER 2015-03

BOND ORDINANCE PROVIDING FOR VARIOUS 2015 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY (THE "TOWNSHIP"); APPROPRIATING \$1,645,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,560,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$1,645,000, said sum being inclusive of a down payment in the aggregate amount of \$85,000 for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,645,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount not exceeding \$1,560,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$1,560,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued, include but are not limited to, are as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Public Safety - Acquisition And Installation, As Applicable, Of Various Equipment And Non-Passenger Vehicles, Including But Not Limited To, Mobile Data Recorders, Body Camera System And/Or Mobile Video Recorders, Vehicle Tuffoc Security Boxes, Fingerprint Equipment, Handguns, Evidence Processing Bench, Radar Units, Computer Hardware, Software And Networking Equipment, Battery Back Up Repeater, Portable Radios, An Antenna For The Communication Tower, A Non-Passenger SUV And A Non-Passenger Tahoe With Emergency Response And Public Safety Equipment; Furnishings For The Court, And Various Emergency Shelter Capital Supplies For The EMS;	\$623,700	\$591,473	\$32,227	5 years
(ii) Public Works – Acquisition And Installation, As Applicable, Of Equipment, Including But Not Limited To, A High Speed Compost Screener And Leaf Turner, A Sewer Vac Truck And Various Shop Capital Equipment;	\$730,000	\$692,279	\$37,721	8.5 years
(iii) Recreation – Various Improvements To Recreational And Park Facilities, Including But Not Limited To, Tennis, Basketball And Other Athletic Court Improvements At Freeman Douglass Park, Installation Of A Playground Safety Surface At Diamond Beach And The Acquisition And Installation, As Applicable Of A Sign For The Recreation Building And The Acquisition Of A Non-Passenger Work Truck With A Tow Package; And	\$236,720	\$224,488	\$12,232	12.78 years
(iv) Administration – Various HVAC Improvements For Buildings And Grounds And The Acquisition And Installation, As Applicable, Of Office Capital Equipment For The Tax Collector, Clerk And General Office.	\$54,580	\$51,760	\$2,820	8.1 years
TOTALS	<u>\$1,645,000</u>	<u>\$1,560,000</u>	<u>\$85,000</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,560,000.

(c) The aggregate estimated cost of said improvements or purposes is \$1,645,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the aggregate down payment available for said purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto and all in accordance with the plans and specifications therefor on file in the Office of the Clerk of the Township and available for public inspection and hereby approved.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Cape May make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Cape May. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Cape May shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, is on file in the Office of the Clerk of the Township and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 7.78 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond

ordinance by \$1,560,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$484,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Township Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Township Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: May 4, 2015**

Julie Picard,
Clerk of the Township of Lower

**ADOPTED ON SECOND READING
DATED: May 18, 2015**

Julie Picard,
Clerk of the Township of Lower

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2015.

MICHAEL BECK,
Mayor of the Township of Lower

Norris Clark, Deputy Mayor

Thomas Conrad, Councilmember

David Perry, Councilmember

Erik Simonsen, Councilmember

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

ORDINANCE #2015- 04

TITLE: ORDINANCE REVISING AND RESTATING CHAPTER 178, BEACHES
OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, the Township Council of the Township of Lower desires to amend and restate Chapter 178 of the Code of the Township of Lower concerning Beaches and Beach Regulations; and

WHEREAS, the Lower Township Recreation Advisory Board has requested that Chapter 178 be expanded to regulate the Beaches in the Township of Lower.

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

Section 1. Chapter 178, titled BEACHES is hereby stricken and replaced with the following:

Chapter 178. BEACHES

ARTICLE 1. Beach Regulations

§ 178-1. **Findings, Applicability and Designation of Approving Agency, Public Trust Doctrine.**

- A. The Township controls for the use of the general public the beach and approaches thereto and the bathing area adjacent to the beach for the enjoyment, recreation, pleasure, safety, health, peace and quiet of all persons seeking the privilege of such facilities; and it is deemed advisable and expedient for the preservation of order and public health and safety, and for the best interests of those persons seeking such privileges and facilities, to ordain rules and regulations for the government, supervision, use and policing of the beaches, bathing areas in the ocean, bay and canal adjacent thereto, and the approaches thereto.
- B. This article shall apply to all beaches, dunes, beach access and supporting facilities under the jurisdiction of the Township, unless expressly exempted.
- C. The public's right of access to tidal waters for fishing, commerce and navigation embodied in the "Public Trust Doctrine" have long been recognized by New Jersey's Courts. A series of court decisions beginning in the 1970's extended those rights to include recreation, access to municipally controlled beaches and in some settings, to privately owned beaches. Public access rights have historically been enforced through litigation, through New Jersey Department of Environmental Protection (NJDEP)

permitting actions or through conditions on State Aid for shore protection.

§ 178-2. Definitions.

As used in this article, the following terms shall have the meanings

indicated: BEACHES: Includes beaches, dunes, designated public access paths and structures, outfalls, restroom(s), parking or other public facilities or parts or appurtenances whatsoever, whether real or personal property of the Township at the following areas

- A. All that area from the Township line in the Villas Section southward to the north border of the Borough of Cape May Point
- B. From the east border of the Borough of Cape May Point to the west border of the City of Cape May.
- C. From the south border of the Borough of Wildwood Crest to the Cape May Inlet.
- D. The beaches on both sides of the Cape May Canal from the Delaware Bay to Cold Spring Harbor together with the bathing areas adjacent thereto.

In-season: Means use of the beaches beginning on the last Friday prior to Memorial Day weekend through to and including the first Monday following Labor Day weekend of any given year.

Off -season: Means use of the beaches beginning on the first Tuesday following Labor Day weekend through to and including the last Thursday prior to Memorial Day weekend of any given year.

Watercraft: Means rowboats, sailboats, catamarans, personal watercraft (jetski) and powerboats.

§ 178-3. Rules and regulations

It shall be unlawful and an offensive course of conduct to violate or participate in the violation of any rule or regulation hereinafter set forth, which rules and regulations are hereby adopted for and shall apply to the government, supervision, policing and use of the aforesaid areas.

1. Personal Conduct, Waste, Structures and Vegetation

- A. To engage in the playing of any game which endangers the health and safety of others, including but not limited to the use of surfboards from the center line of Rochester Avenue north to the dividing line between the Township of Lower and the Borough of Wildwood Crest, on the Atlantic Ocean.
- B. To transport or place any rubbish, refuse, garbage or other

material that pollutes or interferes with the use and enjoyment of the beach. Such items shall be deposited in receptacles so provided. Where receptacles are not provided, all waste will be carried away from the beach by the person(s) responsible for its presence and such waste shall be properly disposed of elsewhere.

- C. To dress, undress or change clothing for bathing or other purpose in any passenger automobile, bus, truck or vehicle of any kind regardless of whether the doing thereof is in public view or can be seen by any other person or persons.
- D. To possess either in opened or unopened containers and/or to consume alcoholic beverages within the areas defined as the beach and approaches thereof Nor shall any person be under the influence of intoxicating liquor or drugs.
- E. To revel, disport, or behave in a noisy or boisterous manner, emitting loud cries and other noises, or playing of loud music so as to inconvenience others, or otherwise disrupt and disturb the public peace and dignity within the areas defined as the beach or approaches thereto.
- F. To act in a loud, indecent, obscene, or offensive manner within the defined areas.
- G. Mark, deface, disfigure, injure, tamper with or displace or remove any tables, benches, public access structures, outfalls, restroom or other public facilities or parts or appurtenances whatsoever, whether real or personal property of the Township.
- H. Dig, damage, trample or remove any vegetation from the beach or dune. Nor dig or remove sand from any dune with exception of authority of the Township.
- I. To trespass upon any dunes, except as paths are designated and marked for public use.

§ 178-4. Violations and penalties. [Amended by Ord. No. 81-12]

Anyone violating any of the provisions of this article shall be a disorderly person and, upon conviction thereof before a proper officer having jurisdiction, be subject to a fine in any sum not exceeding \$500, and in default of payment of said fine be imprisoned in the county jail for a term not exceeding 30 days; and any repetition of any act herein prohibited shall be deemed a separate and distinct offense.

ARTICLE II **Vehicles on Beaches**

§ 178-5. Operation of motor vehicles

It shall be unlawful for any person on a beach to:

- A. Operate a motor vehicle, including an automobile, motorcycle, truck or any other

similar type of conveyance driven by power, on any of the beaches within the Township.

- B. Permit the operation of any motor vehicle, including an automobile, motorcycle, truck or any other similar type of conveyance driven by power, owned by him on any of the beaches of the Township.
- C. Occupy any motor vehicle, including an automobile, motorcycle, truck or any other similar type of conveyance driven by power, on any of the beaches of the Township.
- D. Nothing herein contained shall apply with respect to ambulances, life-saving vehicles, or other similar vehicles, nor shall anything herein contained apply to any bona fide construction equipment or equipment used in the maintenance or cleaning of any of the aforesaid beaches.

ARTICLE III

Animals on Beaches

178-6 Control and care of animals.

It shall be unlawful for any person on a beach to:

- A. Cause or permit any animal to run loose.
- B. Have animals other than service animals on the beach between the hours of 11:00 am and 4:00 pm in-season.
- C. Leashed animals are permitted anytime of the day during the off-season.
- D. Leave dropping from an animal on a beach or dune. All such waste shall be picked up by the person(s) in charge of that animal. Such waste shall be deposited in receptacles so provided. Where receptacles are not provided, all waste will be carried away from the beach by the person(s) responsible for its presence and such waste shall be properly disposed of elsewhere.

ARTICLE IV

Fires, Firearms, Fireworks and Weapons on Beaches

178-7 Have or use fires, firearms, fireworks and weapons

It shall be unlawful for any person on a beach to:

- A. Kindle, build, maintain or use a fire.
- B. Have in their possession, sell, distribute or set off fireworks or explosives.
- C. For any person other than law enforcement officers to carry or otherwise possess or control a destructive device or weapon.
- D. Destructive devices or weapons include but are not limited to all firearms, knives and other items used for the purpose of harm to another person or property.

ARTICLE V Use of Watercraft

178-8 Operation and use of Watercraft

It shall be unlawful for any person on a beach to:

- A. Set upon, or leave a watercraft attended or unattended on a dune.
- B. Land a motor or sail powered watercraft onto a beach within 50 yards of a bather(s) or swimmer(s).
- C. Operate a motor or sail powered watercraft within 50 yards of a bather(s) or swimmer(s).
- D. All boaters are required to wear personal flotation devices.

ARTICLE VI

Advertising, Soliciting, Assemblages, Entertainment and Sale of Merchandise

178-9 Advertise, solicit, assemble, entertain and sell merchandise.

It shall be unlawful for any person on a beach to:

- A. Post, paint, affix, distribute, place, cast or leave any bill, billboard, placard, ticket, handbill, circular or advertisement without prior approval by the Township.
- B. Operate for advertising or entertainment purposes a musical instrument or soundtrack.
- C. Hold or conduct political assemblages or campaigning activities.
- D. Expose or offer for sale any article without a license and written permission from the Township.

Section 3. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

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

Thomas Conrad, Councilmember

Dave Perry Councilmember

Erik Simonsen, Councilmember

Norris Clark, Deputy Mayor

Michael E Beck, Mayor

Adopted:

Attest: _____
Julie A Picard, Township Clerk

CLERK'S
Register Report - Apr 2015
4/1/2015 through 4/30/2015

5/8/2015

Page 1

Account	Description	Memo	Category	Amount
INCOME				6,916.00
Business Mercantile				75.00
Campgrounds & Trailers				88.00
Copies & Postage				8.00
Ice Cream License				250.00
Licenses & Permits				15.00
Rental Merc 2014-2015				6,160.00
Scrapper				10.00
Street Openings				30.00
Taxi & Limo				60.00
Yard Sales				220.00
TRANSFERS				-6,916.00
Council Checking				-6,916.00
			OVERALL TOTAL	0.00

Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251
 609-886-1455

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 04/01/2015 To 04/30/2015

May 06 , 2015 4:12:49PM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$720,055.00	Cubic Footage:	146267 Cu.ft	Permit Issued:	152
Cost Of Alteration:	\$1,477,309.00	Square Footage:	12203 Sq.ft	Updates Issued:	9
Cost Of Demolition:	\$17,000.00			All Fees Waived:	2
Total Cost:	\$2,214,364.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$21,659.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$21,659.00
Electrical:	\$8,681.00	Electrical:	\$0.00	Electrical:	\$659.00	Electrical Fees:	\$8,022.00
Fire :	\$3,194.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$3,194.00
Plumbing:	\$7,321.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$7,321.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$659.00	Technical Fees:	\$40,196.00

<u>DCA</u>	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$543.00	\$0.00	\$543.00
Alteration Training Fee:	\$2,824.00	\$751.00	\$2,073.00
DCA Minimum Fee:	\$17.00	\$1.00	\$16.00
Sub total Training Fee:	\$3,384.00	\$752.00	\$2,632.00

TECHNICAL ISSUES

Building Technical:	83
Electrical Technical:	66
Fire Protection Technical:	26
Plumbing Technical:	72
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$926.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$926.00

CERTIFICATE ISSUES

Certificate of Occupancy:	8
Certificate of Approval:	19
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$40,196.00
DCA FBES:	\$2,632.00
CERTIFICATE FEES:	\$926.00
MIN FBES:	\$0.00
NET TOTAL FEES:	\$43,754.00
PENALTIES COLLECTED:	\$0.00
CCO FBES:	\$0.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$43,804.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 04/01/2015 To 04/30/2015

May 6, 2015 4:13:20PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$1,790.00	\$42,014.00	\$0.00	\$43,804.00
Copies	Sub Totals:	\$0.40	\$0.00	\$0.00	\$0.40
LICENSE FEES	Sub Totals:	\$0.00	\$750.00	\$0.00	\$750.00
GRAND TOTALS:		\$1,790.40	\$42,764.00	\$0.00	\$44,554.40

Construction Permit Activity Report

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$92,500.00	Cubic Footage:	56564 Cu.ft	Permit Issued:	10
Cost Of Alteration:	\$70,275.00	Square Footage:	3026 Sq.ft	Updates Issued:	1
Cost Of Demolition:	\$0.00			All Fees Waived:	0
Total Cost:	\$162,775.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$2,757.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$2,757.00
Electrical:	\$411.00	Electrical:	\$0.00	Electrical:	\$0.00	Electrical Fees:	\$411.00
Fire :	\$232.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$232.00
Plumbing:	\$767.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$767.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$0.00	Technical Fees:	\$4,167.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$210.00	\$0.00	\$210.00
Alteration Training Fee:	\$133.00	\$0.00	\$133.00
DCA Minimum Fee:	\$0.00	\$0.00	\$0.00
Sub total Training Fee:	\$343.00	\$0.00	\$343.00

TECHNICAL ISSUES

Building Technical:	5
Electrical Technical:	6
Fire Protection Technical:	4
Plumbing Technical:	6
Elevator Technical:	
Mechanical Technical:	

Certificate of Occupancy Fee:	\$85.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$85.00

CERTIFICATE ISSUES

Certificate of Occupancy:	4
Certificate of Approval:	0
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$4,167.00
FEES:	\$343.00
CERTIFICATE FEES:	\$85.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$4,595.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$4,595.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 04/01/2015 To 04/30/2015

May 6, 2015 4:17:11PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$67.00	\$4,528.00	\$0.00	\$4,595.00
LICENSE FEES	Sub Totals:	\$0.00	\$300.00	\$0.00	\$300.00
GRAND TOTALS:		\$67.00	\$4,828.00	\$0.00	\$4,895.00



BUREAU OF FIRE SAFETY - TOWNSHIP OF LOWER

Public Safety Building
1389 Langley Road
Cape May County Airport
Phone: (609) 889-0404
Fax: (609) 889-8876

Mailing Address:
407 Breakwater Road
Erma, NJ 08204

For the month of APRIL 2015, the Lower Township Bureau of Fire Safety made deposits of \$47,267.44 in the Lower Township Tax office.

Sincerely,

Donna Blackley
Fire Official

cc: file

Board Members
Lauren Read
James Ridgway



**Lower Township Police Department
Monthly Activity Report**

2015

	April	Total:
General Complaints and Service Calls	3268	11144
Emergency Medical Calls with L. T. Rescue	196	764
Fire Alarm Call Outs (Total)	35	159
Villas Fire Company	8	36
Town Bank Fire Company	15	74
Erma Fire Company	12	49
Assaults	7	22
Robbery	0	3
Domestic Violence Complaints	27	118
Domestic Violence with Assaults	1	19
Motor Vehicle Accidents	26	126
Traffic Warnings	25	63
Traffic Summons	147	433
Motor Vehicle Stops	531	1537
Local Ordinance Warnings	0	0
Local Ordinance Complaints	0	5
Assaults on Police Officers (UCR Report Return "A")	0	1
Residential and Commercial Alarm Calls	49	231
Property Checks	2312	6828
Death Investigations	4	18
Burglaries	11	37
Thefts	23	109
Criminal Mischief Complaints	25	72
Disorderly Conduct Complaints	31	158
Animal Control Complaints	26	69
Adult Arrests (UCR Report Return "A")	37	196
Juvenile Arrests (UCR Report Return "A")	4	28
D.W.I. Arrests (UCR Report JV & Adult Arrests Combined)	7	20
Drug Possession Arrests (UCR Report JV & Adult Arrests Combined)	2	9
Investigation Reports Completed	77	376
Supplemental Investigation Reports Completed	42	215
Total Value Property Stolen (UCR Report Return "A")	\$206,104.00	\$369,763.00
Total Value Property Recovered (UCR Report Return "A")	\$2,752.00	\$44,333.00



**Lower Township Police Department
Monthly Activity Report**

2015

	April	Total:
Man Power Loss in Hours		
Union	0	0
Suspended	0	0
(V) Vacation	832	3112
(P) Personal	68	280
(C) Used Comp Hours	119	635
(S) Sick Hours	155.5	761
(WC) Injury Hours	0	326.5
	Training Hours	496
	Military Training	204
(M)		1212
Police Department Overtime in Hours		0
(K= Patrol) Operations Overtime	130.75	720
(CE = Patrol) Operations Comp Time	39	926.49
(K = Detective) Investigation Division Overtime	60	246.75
(CE= Detective) Investigation Division Comp Time	21	78
(COT) Court Overtime	15	66.5
(CCE) Court Comp Time	4.5	21
(H) Holiday Overtime	3297	3597.5
(HCE) Holiday Comp Time	37	177
Government/Grant Funding Overtime in Hours		0
(CIOT) Click It or Ticket	0	0
(COPS) Cops n Shops	0	0
	JV Curfew	0
(DDEF / DSGP) DWI Grants	0	16
	Other	0
Private Funding Overtime in Hours		0
(OSC) Special Detail	0	0

Prepared by:

Chief William Mastriana

Chief William Mastriana

Date: 5/11/2015

	<u>Total</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>
BEG. BAL. JAN. 1, 2015	6,590,749.19	6,590,749.19	7,183,144.82	9,360,370.92
RECEIPTS:				
Per Revenue Status	15,434,698.25	5,060,539.73	8,779,666.78	1,594,491.74
less: post cash surplus	0.00			
Interest due from Escrow	(47.10)	(16.16)	(14.22)	(16.72)
Interest due from Capital	(69.73)	(25.64)	(44.09)	
DUE TRUST	4.00			4.00
	15,434,585.42	5,060,497.93	8,779,608.47	1,594,479.02
Grants Received:				
SC \$ RECD 0144	44,716.73		44,716.73	
OLUA \$ RECD	6,121.74		6,121.74	
BODY ARMOR\$ RECD	1,144.50	1,144.50		
TOTAL RECEIPTS:	15,486,568.39	5,061,642.43	8,830,446.94	1,594,479.02
DISBURSEMENTS:				
2014 Reserves	698,207.48	615,318.92	67,274.40	15,614.16
2015 Current	16,773,628.64	3,836,452.16	6,667,908.82	6,269,267.66
2015 Capital	113,482.69	42,862.62	8,443.88	62,176.19
17,585,318.81				
Appropriation Refunds:	(154,309.53)	(25,386.90)	(90,406.26)	(38,516.37)
TOTAL DISBURSEMENTS	17,431,009.28	4,469,246.80	6,653,220.84	6,308,541.64
END. BAL. DEC. 31, 2015	4,646,308.30	7,183,144.82	9,360,370.92	4,646,308.30
Total Appropriation Refunds	(154,309.53)	(25,386.90)	(90,406.26)	(38,516.37)

Bank Balance			
Checking	4,689,811.73	7,461,945.98	4,551,057.06
Online Payment Acct	351,746.94	482,657.35	329,508.14
Total Bank Balance	5,041,558.67	7,944,603.33	4,880,565.20
ADD: Deposits in Transit	2,185,590.48	1,679,205.09	413,590.72
LESS: Outstanding Checks	(44,004.33)	(263,437.50)	(647,847.62)
Adjusted Bank Balance	7,183,144.82	9,360,370.92	4,646,308.30
	0.00	0.00	0.00

	Total	Jan	Feb	Mar	Apr
BEG. BAL. JAN. 1, 2015	6,590,749.19	6,590,749.19	7,183,144.82	9,360,370.92	4,646,308.30
RECEIPTS:					
Per Revenue Status	20,291,346.60	5,060,539.73	8,779,666.78	1,594,491.74	4,856,648.35
less: post cash surplus	0.00				
Interest due from Escrow	(62.92)	(16.16)	(14.22)	(16.72)	(15.82)
Interest due from Capital	(69.73)	(25.64)	(44.09)		
DUE TRUST	0.00			4.00	(4.00)
	20,291,213.95	5,060,497.93	8,779,608.47	1,594,479.02	4,856,628.53
Transfers:					
Capital	825,331.66				825,331.66
Grants Received:					
SC \$ RECD 0144	44,716.73		44,716.73		
SC \$ RECD 0123	34,080.54				34,080.54
OLUA \$ RECD	6,121.74		6,121.74		
BODY ARMOR\$ RECD	1,144.50	1,144.50			
TOTAL RECEIPTS:	21,202,609.12	5,061,642.43	8,830,446.94	1,594,479.02	5,716,040.73
DISBURSEMENTS:					
2014 Reserves	703,376.28	615,318.92	67,274.40	15,614.16	5,168.80
2015 Current	22,793,763.96	3,836,452.16	6,667,908.82	6,269,267.66	6,020,135.32
2015 Capital	180,873.42	42,862.62	8,443.88	62,176.19	67,390.73
Appropriation Refunds:	(218,894.93)	(25,386.90)	(90,406.26)	(38,516.37)	(64,585.40)
TOTAL DISBURSEMENTS	23,459,118.73	4,469,246.80	6,653,220.84	6,308,541.64	6,028,109.45
END. BAL. DEC. 31, 2015	4,334,239.58	7,183,144.82	9,360,370.92	4,646,308.30	4,334,239.58
Total Appropriation Refunds	(218,894.93)	(25,386.90)	(90,406.26)	(38,516.37)	(64,585.40)

Bank Balance					
Checking	4,689,811.73	7,461,945.98	4,551,057.06	3,800,049.62	
Online Payment Acct	351,746.94	482,657.35	329,508.14	133,577.87	
Total Bank Balance	5,041,558.67	7,944,603.33	4,880,565.20	3,933,627.49	
ADD: Deposits in Transit	2,185,590.48	1,679,205.09	413,590.72	432,379.25	
LESS: Outstanding Checks	(44,004.33)	(263,437.50)	(647,847.62)	(31,767.16)	
Adjusted Bank Balance	7,183,144.82	9,360,370.92	4,646,308.30	4,334,239.58	
	0.00	0.00	0.00	0.00	

Treasurer's Report

Deposits in Transit:

325.00
10.00
31,608.31
69,112.58
81,516.36
96,629.71
100,753.57
583.96
14,656.59
1,595.00
1,444.40
67.00
22,075.61
11,927.96
73.20
432,379.25

Outstanding Checks:

52240	15.00
52358	15.00
53014	5.00
53451	15.00
53458	15.00
53571	50.00
53661	1.00
53665	15.00
53666	9.00
53919	200.00
54229	21.17
54471	668.19
54614	25.00
54620	15.00
54640	29.58
54652	4.00
54666	21.09
54669	98.00
54677	29.90
54704	60.00
54736	15.00
54743	110.00
54746	25.00
54747	144.66
54760	5,566.11
54792	6,982.00
54796	844.13
54800	700
54802	1000
54804	7,122.83
54805	15.00
54810	95.00
54776	7,598.00
54726	237.5
	31,767.16

**2015 CASH RECEIPTS
APRIL**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Current year taxes (2015)	4,492,431.57	18,210,718.54
Prior year taxes (2014)	828.70	910,059.89
Arrears (2013)		1,000.00
Municipal lien		407.80
Recording		20.00
Bankruptcy		0.00
6% Penalty		2,824.61
Tax Search Fees		20.00
Interest	5,526.28	77,846.73
Lot clearing		6,404.25
Returned Check Fees	60.00	180.00
Duplicate Bills	85.00	290.00
Municipal Service Fees	9,900.00	35,700.00
Trash	3,279.50	16,538.75
Tax Sale Costs		20,875.58
Sewer		105,029.08
Water		71,961.05
Connection Fees		62,252.80
Premium		511,400.00
TOTAL DEPOSITS	4,512,111.05	20,033,529.08
DEPOSITED TO COUNCIL CHECK	4,344,538.97	18,889,761.00
DEPOSITED TO WIPP ACCOUNT	167,572.08	632,368.08
PREMIUM ACCOUNT		511,400.00
TOTAL DEPOSITS	4,512,111.05	20,033,529.08
NSF Reversals	1,966.55	21,061.99
TOTAL	4,510,144.50	20,012,467.09

Prepared by Susan Jackson

**2015 APRIL
VITAL STATISTICS**

Marriages,Civil Unions	11
Domestic Partners	0
Ceritified Copies	106
Certified Copies EDRS	0
Burial Permits	0
Marriages, Civil Unions State	\$275.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$33.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,060.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00
TOTAL	\$1,368.00

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

RESOLUTION # 2015-164

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.

 X (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. **PREPERATION FOR CONTRACT NEGOTIATIONS/COLLECGTIVE BARGAINING AGREEMENTS**

_____ (5) Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

_____ (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 May 18, 2015 that an Executive Session closed to the public shall be held on this date at approximately _____ 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 the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						