

Signed Resolutions - October 6, 2014

- Res. #2014-260 Resolution Authorizing the Relocation of the Lower Township Police Department and the Construction of a New Public Safety Building Adjoining Township Hall
- Res. #2014-261 Payment of Vouchers \$ 641,823.24
- Res. #2014-262 Authorization for Waiver of Fees for Town Bank Volunteer Fire Company, Inc (fees associated with Octoberfest)
- Res. #2014-263 Authorization; Determination of Municipal Service Fees for 2015 (mobile home park owners \$120 per manufactured home for the year 2015)
- Res. #2014-264 Authorizing the Formation of a Budget and Finance Committee (as per the best practice worksheets)
- Res. #2014-265 Authorizing the Formation of a Capital Committee (as per the best practice worksheets)
- Res. #2014-266 Certification of Lot Clearing Charges to the Tax Collector (8 properties \$6,510.)
- Res. #2014-267 Authorization for the Payout of Accumulated Compensatory Time (M.Szemcsak \$1,780.23)
- Res. #2014-268 Authorization to Transfer Funds From the Tax Premium Account (\$8,800 From Tax Premium acct to Council Ckg)
- Res. #2014-269 Authorizing Payout of Terminal Leave (K.McGurk \$102,465.02)
- Res. #2014-270 2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown (Dec 5, 2014 to Jan 2, 2015)
- Res. #2014-271 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (2014 Drive Sober or Get Pulled Over \$7,500)
- Res. #2014-272 A Resolution Authorizing and Approving a Shared Services Agreement between the Township of Lower, the Township of Middle and the County of Cape May for Cape May County Open Space and Farmland Preservation Program "Middle and Lower Township Bike Path Connection" (Sally Marshall Crossing to Satt Blvd)
- Res. #2014-273 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Cape May County Open Space Program – Bike Trail \$412,311)
- Res. #2014-274 Authorization for Waiver of Fees for Helping Hands, Inc (refund of construction permit fees \$2,163. for 882 Linden St)
- Res. #2014-275 Award of Extraordinary Unspecified Service Contract without Public Bidding for an Event and Promotional Coordinator of the Lower Township Millman Senior Center (as per Local Public Contracts Law)
- Res. #2014-276 Resolution Approving Settlement of Tax Appeal Litigation (9601 Atlantic Ave from \$1,280,200 to \$900,000)

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

RESOLUTION # 2014-260

TITLE: RESOLUTION AUTHORIZING THE RELOCATION OF THE LOWER TOWNSHIP POLICE DEPARTMENT AND MUNICIPAL COURT AND THE CONSTRUCTION OF A NEW PUBLIC SAFETY BUILDING ADJOINING TOWNSHIP HALL

WHEREAS, the Lower Township Police Department and Municipal Court are currently located within the Cape May County Airport Industrial Complex where no public transportation is available; and

WHEREAS, the Lower Township Public Safety Building Committee, on July 11, 2012, has recommended relocating the Lower Township Police Department and Municipal Court to Bayshore Road adjoining Township Hall; and

WHEREAS, Chief of Police William Mastriana and Retired Chief Brian Marker have both recommended relocation of the Police Department and Municipal Court next to Township Hall; and

WHEREAS, the Township has purchased the property adjoining the Township Hall for purpose of provided parking for a new public safety building; and

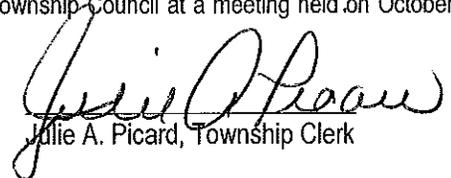
WHEREAS, the Township Council of the Township of Lower has determined that it is in the best interest of the health, safety and welfare of the residents of the Township of Lower to fund the relocation of the Lower Township Police Department and Municipal Court next to Township Hall on Bayshore Road and to construct a new Public Safety Building to house the Police Department and Municipal Court; and

WHEREAS, it has further been determined by the Township Auditor and the Township Chief Financial Officer that the cost of relocating the Police Department and Municipal Court and the construction of a new public safety building will not result in a tax increase to the tax payers of the Township.

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

1. The Township Manager and Solicitor are hereby authorized to retain Special Bond Counsel to prepare the necessary bond ordinance in connection with the construction of the new Public Safety Building and to take all necessary action in connection therewith.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

MOTION TO AMEND RESOLUTION #2014-260

ADD THE FOLLOWING "WHEREAS" CLAUSES

WHEREAS, THE FINAL COST FIGURES FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT ARE NOT YET AVAILABLE; AND

WHEREAS, THE FINAL NUMBER AND CONFIGURATION OF ADEQUATE PARKING SPACES IS NOT YET AVAILABLE, AND

WHEREAS, THE FINAL APPROVAL FROM THE ADMINISTRATIVE OFFICE OF THE COURTS FOR THE MOVEMENT OF THE MUNICIPAL COURT IS NOT YET OBTAINED; AND

WHEREAS, THE FINAL PLACEMENT AND COST OF THE DISPATCH CENTER HAS YET TO BE DETERMINED, AND

WHEREAS, THERE REMAINS THE POSSIBILITY OF ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAPE MAY FOR THE RENOVATION OF THE EXISTING BUILDING WHICH MIGHT SAVE TAXPAYERS A SIGNIFICANT AMOUNT OF MONEY; AND

WHEREAS, THERE REMAINS TO BE PREPARED A DETAILED SAFETY PLAN TO ENSURE THAT THE PROPOSED NEW LOCATION OF THE POLICE DEPARTMENT WILL NOT JEOPARDIZE THE SAFETY OF OUR YOUNG SCHOOL CHILDREN OR OUR SENIORS OR OTHER CITIZENS AND RESIDENTS WHO FREQUENT THE PROPOSED LOCATION; AND

WHEREAS, EVEN IF THE POLICE STATION IS RELOCATED, THE TOWNSHIP WILL STILL HAVE A LEASE FOR THE AIRPORT BUILDING AND THE DETAILS OF HOW TO GET OUT OF THAT LEASE AND DEAL WITH THE EXISTING BUILDING HAVE NOT BEEN SPELLED OUT.

ADD THE FOLLOWING "RESOLVED" CLAUSE

THAT, IN LIGHT OF THE FACT THAT MANY QUESTIONS REMAIN UNANSWERED WITH REGARD TO COSTS AND LOGISTICAL ISSUES RELATED TO THIS PROJECT, AND WHILE MEMBERS OF COUNCIL MAY AGREE, IN CONCEPT, THAT A NEW POLICE STATION IS NEEDED, IT IS THE INHERENT RIGHT OF EACH MEMBER OF THE LOWER TOWNSHIP COUNCIL TO AWAIT THE FINAL COSTS FIGURES AND THE ANSWERS TO ALL RELEVANT PROJECT-RELATED QUESTIONS BEFORE CASTING A FINAL VOTE ON THE LEGITIMACY OF THE PROJECT.

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00651 MUNICIPAL UTIL AUTH DUMP FEES	14-02420	09/16/14	TIPPING FEE/AUGUST	Open	74,800.96	0.00		
00734 CAPE OFFICE MACHINES*	14-00780	03/27/14	TYEPWRITER CLEANING	Open	228.00	0.00		
00775 CAPRIONI PORTABLE TOILETS, INC*	14-02456	09/22/14	MONTHLY SERVICES - CANAL PARK	Open	325.00	0.00		
00784 CAPE MAY STAR & WAVE	14-02471	09/23/14	LEGAL ADVERTISEMENT 9-10-14	Open	128.34	0.00		
	14-02534	10/01/14	LEGAL PUBLICATION 9-24-14	Open	24.80	0.00		
					<u>153.14</u>			
00807 CDW-GOVERNMENT INC*	14-02355	09/08/14	HARD DRIVES FOR SERVER	Open	1,900.00	0.00		
	14-02364	09/08/14	OFFICE SUPPLIES	Open	841.18	0.00		
	14-02381	09/09/14	HP 305A PRINTER INK-FIRE SAFET	Open	162.94	0.00		
					<u>2,904.12</u>			
00825 COMCAST*	14-02399	09/12/14	09/15-10/14 CLERKS CABLEBOX	Open	20.27	0.00		
	14-02402	09/15/14	INTERNET TOWNHALL 9/19-10/18	Open	120.55	0.00		
	14-02419	09/16/14	MONTHLY ACCESS-CLEM MULLIGAN	Open	101.97	0.00		
	14-02421	09/16/14	INTERNET - DPS	Open	120.55	0.00		
	14-02477	09/23/14	9/30-10/29/14 INTERNET-FIRE SA	Open	112.90	0.00		
	14-02551	10/01/14	MONTHLY INTERNET	Open	107.95	0.00		
					<u>584.19</u>			
00991 COLONIAL ELECTRIC SUPPLY*	14-02414	09/16/14	LIGHTBULBS FOR BENNETTS	Open	229.68	0.00		
01075 COPIERS PLUS*	14-02386	09/10/14	INK FOR MODEL MP CW2200	Open	343.00	0.00		
01340 EAGLE POINT GUN*	14-02261	08/25/14	AMUNITION	Open	1,776.34	0.00		
01480 E-Z PASS	14-02403	09/15/14	DPS - EZPASS	Open	100.00	0.00		
01500 FEDEX	14-02393	09/11/14	MAILING OVERNIGHT PACKAGE	Open	30.99	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*	14-02390	09/10/14	SUPPLIES/INSTALL TAG/LOCK OUT	Open	375.00	0.00		
01575 DAVID FISHER	14-01069	04/25/14	2014 EQUIP. ALLOWANCE	Open	150.00	0.00		
01582 FLAGHOUSE, INC.*	14-01894	07/09/14	CHEERLEADING RADIOS	Open	408.09	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01602 THOMSON WEST*	14-01470	06/02/14	ANNUAL SUBSCRIPTION	Open	180.00	0.00		
01660 GENERAL SPRING SERVICE*	14-02407	09/15/14	REAR SPRINGS REPLACED	Open	1,500.00	0.00		
01703 HARBOR SALES COMPANY*	14-02341	09/05/14	VINYL/DPW	Open	501.13	0.00		
01751 GRINDER WEAR PARTS, INC	14-02167	08/13/14	REBUILD KIT FOR TUB GRINDER	Open	5,987.47	0.00		
01781 HATCH MOTT MACDONALD, LLC*	13-02313	08/08/13	TAX MAP REVISIONS RES 2013-216	Open	928.00	0.00		
	14-00256	01/24/14	RECONSTR CLUBHOUSE DR #2014-43	Open	<u>3,258.00</u>	0.00		
					4,186.00			
01785 ROBERT HARTMAN SR	14-02498	09/25/14	MEDICAL CLAIMS	Open	509.26	0.00		
01873 HOME DEPOT*	14-02472	09/23/14	MATERIAL/SEPT.	Open	240.07	0.00		
02005 JUST SPORTS INC.*	14-02268	08/26/14	CASE OF PING PONG BALLS	Open	46.08	0.00		
02089 K-MART STORE #9133*	14-02526	09/30/14	PHONE FOR FISHING CREEK SCHOOL	Open	12.99	0.00		
02100 CLAUDIA KAMMER	14-02493	09/24/14	MEDICAL CLAIMS	Open	925.00	0.00		
02108 KEEN COMPRESSED GAS CO*	14-01694	06/16/14	BOTTLED GAS/JULY	Open	221.75	0.00		
02136 TED KINGSTON INC*	14-01283	05/12/14	RADIO MAINT. DPS- JUNE	Open	547.75	0.00		
	14-01284	05/12/14	RADIO MAINT. DPS- JULY	Open	<u>550.00</u>	0.00		
					1,097.75			
02183 KLENSWITE POOL SPA SUP.CO INC*	14-01723	06/20/14	MONTHLY SERVICE OF CHLORINE	Open	1,623.25	0.00		
02280 LINDEMON WINCKELMANN & ASSOC.	13-01475	05/29/13	ADA 1ST\$41227.00/CO#1DNE45727	Open	5,896.47	0.00		
	14-00300	01/30/14	RES 2014-52 ASBESTOS/LEAD FSHG	Open	<u>100.00</u>	0.00		B
					5,996.47			
02292 DONALD LOMBARDO	14-02513	09/29/14	MEDICAL CLAIMS	Open	1,471.84	0.00		
02320 LOWER TOWNSHIP BRD OF EDUCATN	14-00403	02/10/14	RECYCLING FIELD TRIP	Open	656.15	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02334 LOWER TWP CHAMBER OF COMMERCE	14-02464	09/22/14	CHAMBER LUNCH 9/16/14	Open	195.00	0.00		
02402 MGL PRINTING SOLUTIONS	14-02299	09/03/14	COUNCIL, PAYROLL, AGENCY CHECKS	Open	768.00	0.00		
	14-02397	09/12/14	FORMS- TAX OFFICE	Open	469.00	0.00		
					<u>1,237.00</u>			
02441 ERNEST MACOMBER	13-01064	04/16/13	2013 EQUIP. ALLOWANCE	Open	67.29	0.00		B
	14-01078	04/25/14	2014 EQUIP. ALLOWANCE	Open	107.83	0.00		
					<u>175.12</u>			
02461 JOHN MAHER	14-02512	09/29/14	MEDICAL CLAIMS	Open	1,865.14	0.00		
02541 ROBERT D. MARTIN, JR	14-02401	09/15/14	MEDICAL CLAIMS	Open	30.00	0.00		
03001 STATE TOXICOLOGY LABORATORY*	14-02356	09/08/14	APPLICANT TESTING	Open	135.00	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALI*	14-02332	09/05/14	10/1 WEBINAR - SOLICITOR	Open	25.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	14-02416	09/16/14	TRAINING	Open	399.00	0.00		
03109 TRU GREEN CHEMLAWN	14-01164	04/29/14	FERTILIZER/SLICE SEED FOR L.T.	Open	2,284.00	0.00		B
03158 NYSCA*	14-02440	09/17/14	RECERTIFICATIONS FOR SOCCER	Open	140.00	0.00		
03172 OFFICE BUSINESS SYSTEMS INC*	14-02404	09/15/14	MAINTENANCE CONTRACT	Open	203.19	0.00		
03279 PARDO'S TRUCK PARTS WHSE*	14-01703	06/16/14	RECY/SANT/RECY/DPW/JULY	Open	1,447.37	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	14-02189	08/18/14	TERRY BAGS/DPW	Open	332.60	0.00		
	14-02395	09/11/14	CLOROX BULK WIPES	Open	109.28	0.00		
					<u>441.88</u>			
03293 BLAINE PAYNTER	14-02492	09/24/14	MEDICAL CLAIMS	Open	40.00	0.00		
03305 PEDRONI FUEL*	14-02491	09/24/14	NO LEAD GAS/DPW	Open	599.66	0.00		
03321 PATRICK MARTIN, ESQ	14-02289	08/29/14	Conflict Prosecutor	Open	400.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03427 POLAR BEAR*	14-02361	09/08/14	EMERGENCY CHECK OF BOILER	Open	162.50	0.00		
03466 R & R SPECIALTIES	14-02086	08/01/14	PLAQUE-MEMORIAL BENCH-GIORDANO	Open	270.00	0.00		
03484 LAUREN M. READ	14-02476	09/23/14	REIM FOR PARKING-TRAINING	Open	48.15	0.00		
03518 RIGGINS, INC.*	14-02448	09/22/14	OFF ROAD DIESEL	Open	1,230.92	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	14-01702	06/16/14	PARTS.RDS.SANT/RECY/SEPT	Open	5,841.40	0.00		
03613 SEA ISLE ICE CO. INC.*	14-02190	08/18/14	ICE/DPW	Open	172.50	0.00		
03692 SOUTH JERSEY GAS CO*	14-02504	09/25/14	GAS FOR SEPTEMBER 2014	Open	60.53	0.00		
03723 STAPLES, INC.*	14-02396	09/12/14	OFFICE SUPPLIES	Open	36.92	0.00		
	14-02490	09/24/14	BROTHERS INTELLIFAX MACHINE	Open	249.99	0.00		
					286.91			
03810 MUNICIPAL UTIL AUTH USAGE COST	14-02462	09/22/14	SEWER CHARGES DUE 10/10/2014	Open	1,160.00	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL	14-02172	08/18/14	REIMBURSE HALF BILL/JULY	Open	161.07	0.00		
	14-02389	09/10/14	REIMBURSE HALF/ONE CALL CONCEP	Open	137.37	0.00		
					298.44			
03914 ULINE INC*	14-02360	09/08/14	FIRST AID KIT & HAND SANITIZER	Open	646.01	0.00		
03935 STAPLES BUSINESS ADVANTAGE*	14-01790	06/26/14	OFFICE SUPPLIES	Open	121.49	0.00		
03967 SHORE VETERINARIANS PA*	14-02417	09/16/14	VET SERVICES 8/5/14	Open	29.00	0.00		
03969 VERIZON	14-02499	09/25/14	SEPTEMBER 2014 PHONE SERVICE	Open	4,037.47	0.00		
03992 VAL-U AUTO PARTS LLC*	14-01866	07/08/14	RDS/SANT/RECY/DPW/AUG	Open	3,560.72	0.00		
04032 WESTERN TERMITE & PEST CONTROL*	14-02320	09/04/14	REMOVE HORNETS NEST IN TREE	Open	150.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04032 WESTERN TERMITE & PEST CONTROL* Continued								
	14-02436	09/17/14	REMOVE HORNETS NEST IN TREE	Open	<u>150.00</u>	0.00		
					300.00			
04062 VOLUNTEERS IN MEDICINE								
	14-02394	09/11/14	VIM DINNER - 9/12/14	Open	100.00	0.00		
04077 RONALD J. GELZUNAS*								
	14-00018	01/07/14	2014 LEGAL SERVICES DNE \$90	Open	6,532.00	0.00		
04097 CINTAS FIRST AID AND SAFETY*								
	14-02455	09/22/14	FIRST AID SUPPLIES	Open	163.50	0.00		
04105 PITNEY BOWES GLOBAL FINANCIAL								
	14-01216	05/05/14	MAIL MACHINE JULY-DECEMBE 2014	Open	451.00	0.00		
04216 PRIVATE ISLAND EMBROIDERY*								
	14-02263	08/25/14	UNIFORMS	Open	1,844.00	0.00		
04280 G.F.O.A. OF NJ								
	14-02246	08/22/14	2014 FALL CONFERENCE	Open	425.00	0.00		
04300 W B MASON CO INC*								
	14-00896	04/04/14	CHAIR GLIDES- MILLMAN CENTER	Open	199.98	0.00		
	14-02184	08/18/14	SUPPLIES	Open	67.90	0.00		
	14-02384	09/10/14	2014 DESK/WALL CALENDARS	Open	212.67	0.00		
	14-02385	09/10/14	SUPPLIES	Open	<u>489.57</u>	0.00		
					970.12			
04301 SEASHORE ASPHALT CORPORATION*								
	14-02164	08/13/14	PATCH	Open	990.00	0.00		
	14-02165	08/13/14	ASPHALT	Open	<u>16,259.35</u>	0.00		
					17,249.35			
05071 SHORE SOUND ENTERTAINMENT*								
	14-02377	09/09/14	MOVIE NIGHT CELEBRATION 9/12	Open	350.00	0.00		
06020 JOSEPH PORRETTA BUILDERS*								
	14-02075	08/01/14	14-215 MILLMAN REPAIRS AUTO	Open	32,793.25	0.00		B
06037 THOMAS BARRY MARINE CONST INC								
	14-00056	01/08/14	ADA FISHING CREEK 2013-308	Open	18,816.00	0.00		B
6041 CARMAN JEEP								
	14-01485	06/02/14	2014 V6 DODGE CHARGER BLACK	Open	27,259.50	0.00		
6059 USABLE LIFE								
	14-02523	09/29/14	OCTOBER LIFE INSURANCE	Open	458.38	0.00		
6061 AMERIHEALTH ADMINISTRATORS								
	14-02408	09/15/14	SEPTEMBER 15 HEALTH & RX	Open	59,647.85	0.00		
	14-02459	09/22/14	SEPTEMBER 22 HEALTH & RX	Open	63,565.89	0.00		
	14-02514	09/29/14	SEPT 29 HEALTH & RX	Open	54,008.29	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6061 AMERIHEALTH ADMINISTRATORS			Continued					
	14-02515	09/29/14	OCTOBER 2014 ADMIN	Open	<u>38,678.56</u>	0.00		
					215,900.59			
6075 PARKER MCCAY P.A. *								
	14-01605	06/05/14	BOND COUNSEL SERVICES	Open	4,057.17	0.00		B
6079 KAITLIN BLACK								
	13-01937	06/28/13	2013 EQUIP. ALLOWANCE	Open	136.44	0.00		
7019 OCEAN VIEW VETERINARY* ✓								
	14-02418	09/16/14	VET SERVICES 8/25/14	Open	90.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *								
	14-00157	01/13/14	ANIMAL RES# 2014-36 DUE 1ST	Open	4,166.67	0.00		
7119 ENGINEERING DESIGN ASSOC*								
	14-02468	09/23/14	PROFESSIONAL ENGINEERING	Open	28.00	0.00		
	14-02469	09/23/14	PROFESSIONAL ENGINEERING	Open	28.00	0.00		
	14-02470	09/23/14	PROFESSIONAL ENGINEERING	Open	<u>56.00</u>	0.00		
					112.00			
7120 ROBERT A VERRY*								
	14-02262	08/25/14	TRAINING	Open	80.00	0.00		
	14-02329	09/05/14	TRAINING	Open	<u>135.00</u>	0.00		
					215.00			
7142 LINDSAY BECHTLER								
	14-02532	10/01/14	ZUMBA INSTRUCTOR SEPT 2014	Open	60.00	0.00		
7176 OLIVERI, SHOUSKY & KISS, PA*								
	14-01330	05/14/14	RES#14-135 ARCHITECT POLICE BU	Open	81,250.00	0.00		B
7195 PHOENIX ADVISORS, LLC*								
	14-01606	06/05/14	FINANCIAL CERTIFICATION	Open	4,000.00	0.00		
7196 LAUREN HUGGINS SUIT*								
	14-01612	06/06/14	PUBLIC INFORMATION OFFICER	Open	1,500.00	0.00		
7212 WILLIAM ROBSON								
	14-02500	09/25/14	REIMBURSEMENT-COACH	Open	45.70	0.00		
7221 JB SPORTS TIMING LLC*								
	14-02391	09/10/14	COOMBS AND DOUGLASS COURSE CER	Open	800.00	0.00		
7234 WIRELESS ELECTRONICS, INC*								
	14-02135	08/11/14	TWO WAY RADIOS/ DPW	Open	2,559.00	0.00		
7237 T-MOBILE USA, INC*								
	14-02192	08/18/14	INVESTIGATIVE OPERATIONS	Open	50.00	0.00		
7242 MACIE'S FACEPAINTING								
	14-02248	08/22/14	NNO FACE PAINTER	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7245 EVER READY FIRST AID & MEDICA*	14-02288	08/29/14	PATROL SUPPLIES	Open	76.45	0.00		
7247 NEW JERSEY LEGAL COPY, INC*	14-02318	09/03/14	COPY OVER SIZED PRINT/ BURN IM	Open	819.82	0.00		
7248 SHORE SIDE ENTERPRISES LLC*	14-02367	09/09/14	WEBSITE FOR MILLMAN CENTER	Open	1,950.00	0.00		
7251 REIT LUBRICANTS CO*	14-02333	09/05/14	DIESEL MOTOR OIL	Open	2,305.77	0.00		
7253 NEW JERSEY PUBLIC SAFETY ACCR*	14-02362	09/08/14	TRAINING	Open	598.00	0.00		
7256 ANTONIO GOMES	14-02400	09/15/14	REIMBURSEMENT-SOCCER COACH	Open	15.00	0.00		
7261 CHRISTINA TOSTO	14-02495	09/24/14	REIMBURSEMENT-COACH	Open	70.70	0.00		
7262 JAMES GONZALEZ	14-02494	09/24/14	REIMBURSEMENT FOOTBALL FEE	Open	30.00	0.00		
7263 JACQUELINE HOWARD	14-02496	09/24/14	REIMBURSEMENT- COACH	Open	60.70	0.00		
7264 MOLLY DEVINE	14-02497	09/24/14	REIMBURSEMENT- FOOTBALL	Open	30.00	0.00		
7267 PACIFIC DIAMOND, LLC	14-02535	10/01/14	RETURN OF UNUSED ESCROW	Open	26.00	0.00		
8201 DIRECT ENERGY BUSINESS	14-02398	09/12/14	08/01/14-09/01/14 ELECTRIC	Open	4,045.08	0.00		
	14-02506	09/25/14	ELECTRIC CHARGES 8/18/14-9/17/	Open	8,493.69	0.00		
					<u>12,538.77</u>			
BOSNA KAREN MANETTE BOSNA	14-02531	10/01/14	YOGA INSTRUCTOR SEPT 2014	Open	105.00	0.00		
FLYIN FLYING FISH STUDIO	14-02134	08/08/14	GREEN SAFETY SHIRTS	Open	1,870.80	0.00		
SJMAR SOUTH JERSEY MARINA	14-02442	09/18/14	RETURN OF UNUSED ESCROW	Open	89.37	0.00		
TILL TILL PAINT CO CORP*	14-02409	09/16/14	PAINT FOR LINING FIELDS	Open	1,050.00	0.00		
<hr/> Total Purchase Orders: 153 Total P.O. Line Items: 462 Total List Amount: 640,013.24 Total Void Amount: 0.00								

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

RESOLUTION # 2014-261

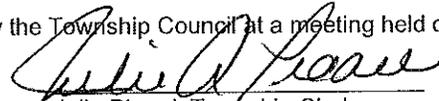
TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
NJ DIVISION OF MOTOR	14-02478	REG & TITLE NEW UNIT	53466	\$ 60.00
FLOORTIME, LLC	14-02530	PYT# 1 REFINISH FLOOR-FC	53467	\$1,750.00

Total Manual Checks \$ 1,810.00
 Total Computer Generated \$ 640,013.24

Total Bill List \$ 641,823.24

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on October 6, 2014.


 Julie Picard, Township Clerk

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

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

RESOLUTION #2014-262

TITLE: AUTHORIZATION FOR WAIVER OF FEES FOR TOWN BANK VOLUNTEER FIRE COMPANY, INC.

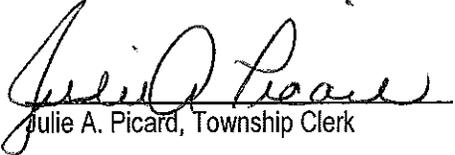
WHEREAS, Town Bank Volunteer Fire Company, Inc, located at 224 Townbank Road, North Cape May, is hosting an Octoberfest at the Cape May County Airport on October 17, 18 and 19, 2014; and

WHEREAS, Town Bank Volunteer Fire Company is a charitable non- profit organization and has requested the Township waive any and all fees associated with their event; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED that all permissible Township fees associated with the Octoberfest event be waived.

I hereby certify this to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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



Town Bank
Volunteer Fire Co. Inc.

Box 796 North Cape May, New Jersey 08204

Phone; 609.886.5511

Fax: 609.886.5517

Joseph Marchina President

Lewis Megonigal Chief

September 19, 2014

To: Julie Picard- Township Clerk

Dear Julie;

The third annual Town Bank Fire Company Oktoberfest at the Cape May Airport will be Oct. 17 to 19 with the Cape May Brewery providing the official Oktoberfest beer for the festival. We the members of the Town Bank Vol. Fire Company are asking Lower Township Council for an exemption to any fees that apply to the Oktoberfest Fund Raising Event.

We have hosted an Oktoberfest for the last two years. Without this exemption the Oktoberfest would not be successful. The Fire Company has raised funds to support the function of the fire company. Through these fund raisers we have been able to keep the Fire Tax stable in Fire District 2 of the Township.

Thank you and the Council for the consideration for this request.

Sincerely,

Joseph Marchina

Joseph Marchina

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

RESOLUTION #2014-263

TITLE: AUTHORIZATION: DETERMINATION OF MUNICIPAL SERVICE FEES FOR 2015

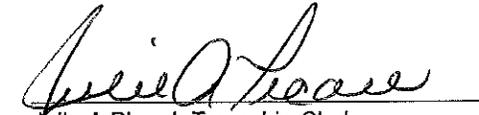
WHEREAS, the Township of Lower has by Ordinance No. 2003-12 provided for the imposition of an annual municipal service fee on manufactured homes installed in mobile home parks within the confines of the Township of Lower; and

WHEREAS, section 2A-9.2 states that the municipal service fee shall be determined by resolution each year by the Township Council on or before November 1 of the pre-tax year; and

WHEREAS, the Tax Collector and CFO have established the annual fee based on the established formula.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector is hereby authorized to bill the owners of the mobile home parks within the confines of the Township of Lower \$120.00 per each manufactured home for the year 2015 to be paid quarterly on March 15, June 15, September 15 and December 15.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A Picard, Township Clerk

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

Lower Township: Municipal Service Fee

2014

School Tax Portion:

1	2013-2014 School Budget	27,557,013.00
2	Children in School	3,239
3	Children from Mobile Home Parks	7
4	% of Mobile Home Park Children to Total Population (line 4 / line 3)	0.22%
5	School Costs for Mobile Home Parks (line 4 x line 1)	59,555.14

Other Tax Portion

6	County Tax	7,820,710.84
7	County Library Tax	1,082,641.62
8	Open Space Tax	372,692.61
9	Local Purpose Tax	19,268,529.55
10	Fire District Levy	2,155,768.90
	Billing Difference	
11	Total Other Revenues	30,700,343.52

12	Total Line Items	15,378
13	less-#mobile home parks	(6)
14	add-#mobile home line items	555
15	Total Adjusted line Items	15,927

16	Percentage (line 14 / line 15)	3.48%
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17	Total Other Revenues (line 16 x line 11)	1,069,799.12
----	--	--------------

18	Mobile Home-Residential Home Value Ratio (formula 1)	21.88%
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19	Total Other Tax Portion for Mobile Home Parks (line 18 x line 17)	234,121.54
----	---	------------

20	Balance of Revenue required (line 19 + line 5)	293,676.68
21	Less: Property Taxes Received (formula 2)	(281,561.00)
22	Less: Mercantile Fee (formula 2)	(250.00)
23	Total Revenue Required from Site Fees	11,865.68
24	Total Number of Occupied Mobile Homes	555
25	Total Revenue divided by occupied pad sites (line 23 / line 24)	21.38
26	Divided by 12 Months (if > \$10, increase Monthly Municipal Service Fee)	1.78

27	Monthly Municipal Service Fee	10.00
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28	*Annual charge	120.00
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2014- 264

Title: AUTHORIZING THE FORMATION OF A BUDGET AND FINANCE COMMITTEE

WHEREAS, the New Jersey Local Finance Board has identified as a best practice the use of a Finance Committee within a municipality; and

WHEREAS, the Township Council of the Township of Lower has determined that it is in the best interest of Lower Township to implement any and all best practices identified by the Local Finance Board; and

WHEREAS, the Township Council determined that Lower Township would benefit from the formation of a standing Budget and Finance Committee; and

WHEREAS, the Budget and Finance Committee shall be a standing committee and advisory in nature and meet monthly to review budgetary matters and fiscal policies and make any and all reports and/or recommendations to the Township Council as deemed appropriate.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey as follows:

1. The formation of the Budget and Finance Committee is hereby authorized
2. The Budget and Finance Committee shall be composed of the Mayor, Township Manager, Chief Financial Officer, Assistant Manager and the Assistant Treasurer.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-265

Title: AUTHORIZING THE FORMATION OF A CAPITAL COMMITTEE

WHEREAS, the Township Council of the Township of Lower has determined that it is in the best interests of the Township of Lower to form a Capital Committee; and

WHEREAS, the purview of the Capital Committee shall be the identification and prioritization of any and all capital needs of the Township and the development and execution of a comprehensive, long range plan, including, but not limited to the six-year capital plan contained in the annual budget; and

WHEREAS, the Capital Committee shall be a standing committee and advisory in nature and meet as needed to review capital policies and capital budget matters and make any and all reports and/or recommendations to the Township Council as deemed appropriate.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey as follows:

1. The formation of the Capital Committee is hereby authorized.
2. The Capital Committee shall be composed of the Township Manager, Township Engineer, Assistant Treasurer, Purchasing Agent, all Directors of the Township, the Mayor and Deputy Mayor.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-266

TITLE: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR

WHEREAS, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code, and

WHEREAS, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition, and

WHEREAS, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

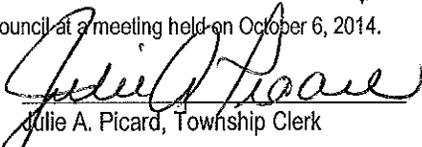
WHEREAS, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name (As Assessed)	Property Location	Amount	Admin Fee	Lien Amount
495.03	11	SZUBSKI, KATHY A	111 CHARLES STREET	385.00	500.00	885.00
253	16	ROMAN, KATHRYN	40 LOCUST ROAD	75.00	500.00	575.00
494.10	19	OCEAN, TERRI A	212 AMHURST ROAD	300.00	500.00	800.00
44	18	HARDESTY, MARYNELL	609 E ST JOHN AVE	400.00	500.00	900.00
334.09	6	STILLWELL, PATRICIA A	8 ARIZONA AVE	275.00	500.00	775.00
132	18.02	FASULO, PAULA	1203 BAYSHORE RD	285.00	500.00	785.00
36	12	MULHOLLAND, EDWARD	108 W JACKSONVILLE AVE	465.00	500.00	965.00
386	36	PLACYK, JOHN S	307 CEDARDALE AVE	325.00	500.00	825.00
			TOTAL	2,510.00	4,000.00	6,510.00

WHEREAS, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

Memo

To: Julie Picard, Clerk

From: Walter Fiore, Code Enforcement Officer

Subject: Liens for Lot Clearings

Date: September 18, 2014

CC: File

I respectfully request liens be placed on the properties listed below for lot clearing charges incurred by the Township.

Please note the Township cost to be added to all liens is \$500.00

BLK/LOT	Name (As Assessed)	Amount	Property Location
495.03 / 11	SZUBSKI, KATHY A	\$385.00	111 CHARLES STREET
253 / 16	ROMAN, KATHRYN	\$75.00	40 LOCUST ROAD
494.10 / 19	OCEAN, TERRI A	\$300.00	212 AMHURST ROAD
44 / 18	HARDESTY, MARYNELL	\$400.00	609 E ST JOHNS AVE
33 ^d 09 / 6	STILLWELL, PATRICIA A	\$275.00	8 ARIZONA AVE
132 / 18.02	FASULO, PAULA	\$285.00	1203 BAYSHORE ROAD
36 / 12	MULHOLLAND, EDWARD	\$465.00	108 W JACKSONVILLE AVE
386 / 36	PLACYK, JOHN S	\$325.00	307 CEDARDALE AVE

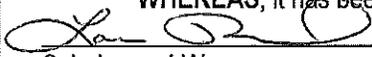
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2014-267

TITLE : AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Michael Szemcsak in the amount of \$1,780.23 is authorized and chargeable to the 2014 Budget account 4-01-25-240-122.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Mastriana
FROM: Ptlm. Michael Szemcsak #180
DATE: 9/6/2014
SUBJECT: Comp. Time Request

I am requesting to cash in forty two hours of compenstation time that I have aquired. I am planning to use the money to do improvements to my home.

Respectfully Submitted,



Ptlm Michael Szemcsak
R-C/O Badge 180

C	File	Date	Officer	Comments
		9/9/14	Chief Mastriana	forward to township

0.0

42. x

42.3865 =

1,780.233 *



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0.0006+

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

RESOLUTION #2014-268

TITLE: AUTHORIZATION TO TRANSFER FUNDS FROM THE TAX PREMIUM ACCOUNT

WHEREAS, N.J.S.A. 54:5-33 states that if redemption is not made within five years from date of tax sale, the premium payments shall be turned over to the treasurer of the municipality and become part of the funds of the municipality; and

WHEREAS, tax sale certificate 08-0042 was sold at tax sale on September 29, 2008 and had a \$3,000.00 premium and was not redeemed within the 5 years; and

WHEREAS, tax sale certificates 09-00061 and 09-00076 were sold at tax sale September 21, 2009 and had premiums of \$1,600.00 and \$500.00 respectively and were not redeemed within the 5 years; and

WHEREAS, tax sale certificates 11-00025 and 11-00171 were sold at tax sale May 24, 2011 and had premiums of \$1,200.00 and \$2,500.00 respectively and were both foreclosed on in 2014.

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 transfer \$8,800.00 from the tax premium account to council checking.

I hereby certify the foregoing to be the original resolution adopted by the governing body at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

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

RESOLUTION # 2014-269

TITLE: AUTHORIZING PAYOUT OF TERMINAL LEAVE

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a payment due to Kenneth McGurk in the amount of \$102,465.02 is authorized and chargeable to the Reserve for Accumulated Absences.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 2014

EMPLOYEE: McGurk, Kenneth
 DATE OF RETIREMENT: 10/1/2014
 DATE OF PAYMENT: _____
 RESOLUTION #: 2014-

Annual Salary:	\$98,295.56
Longevity 6%	
Longevity 8%	\$7,863.64
Hourly Rate:	\$48.61
College Credits	

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	249.75	48.61	12,139.77
Personal	0.00	48.61	0.00
Sick	1,440.00	48.61	69,995.08
Vacation	354.25	48.61	17,219.28
Holidays	64.00	48.61	3,110.89
College Credits			0.00
Terminal Leave Payout			\$102,465.02

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)
	Carryover	Annual - Accrual	39 weeks / 52 weeks	Prorated Time Due	Time Used	Hours Available
Comp	216.25	33.50		33.50	0.00	249.75
Personal		48.00	0.75	36.00	36.00	0.00
Sick	1,394.00	128.00	0.75	96.00	48.00	1,440.00
Vacation	312.25	200.00	0.75	150.00	108.00	354.25
Holidays (8)		120.00		64.00		64.00
Total	1,922.50	529.50		379.50	192.00	2,108.00

1440 Max

Accrual and time used are current to 09/25/14 subject to change if time is used or not currently reported.

Employee Signature: _____

Date: _____

Treasurer's Signature: _____

Date: _____

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

RESOLUTION #2014-270

TITLE: 2014 DRIVE SOBER OR GET PULLED OVER YEAR END HOLIDAY CRACKDOWN

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 Highway Traffic Safety for \$7500.00 to carry out a 2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown Grant from December 5, 2014 – January 2, 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 Highway Traffic Safety, 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 Highway Traffic Safety.

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 October 6, 2014.



Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-271

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$7,500.00 for an item of revenue in the budget of the year 2014 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - Drive Sober or Get Pulled Over Year End Crackdown
 Total with increase to be \$7,500.00

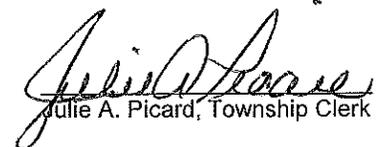
SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$7,500.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
 Public & Private Programs Offset by Revenues - Drive Sober or Get Pulled Over Year End Crackdown
 State/Federal Share \$ 7,500.00
 Non State Share \$
 Total with increase to be \$ 7,500.00

BE IT FURTHER RESOLVED that a certified copy of this resolution with a copy of the appropriate documentation be filed with the Division of Local Government Services.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


 Julie A. Picard, Township Clerk

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



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: MOB-YEHDS-2014-Lower Township-00002
 Status: Application In Process
 User: Colleen Crippen
 Role: Authorized Official
[Logout](#)

[Main Menu](#) ▶
 [Actions](#) ▶
 [Application Menu](#) ▶
 [Related Pages](#) ▶

[SAVE](#)
[SAVE/NEXT](#)
[DELETE](#)
[VIEW PDF](#)
[ADD NOTE](#)
[FIRST](#)
[PREVIOUS](#)
[NEXT](#)
[LAST](#)

Created By: Biersbach, Martin on 9/29/2014 8:10:31 AM

NARRATIVE DESCRIPTION OF PROJECT

Instructions:

- Fields with an * next to them must be completed and you must click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button.
- To return to the Application menu click the **Application Menu** link above.

I agree to the Terms and Conditions found below.*

Problem Statement:

Impaired driving remains a significant issue, both in New Jersey and nationally. In 2013, alcohol impaired fatalities (based on all drivers and motorcycle riders with a .08 BAC or higher) accounted for 22% of New Jersey's traffic fatalities. This project will provide funding to implement a statewide impaired driving enforcement campaign as part of the *2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown*.

Between December 5, 2014 and January 2, 2015, police officers, on an overtime basis, will conduct special enforcement patrols targeting impaired drivers. The patrols will consist of roving patrols and fixed checkpoints.

Objectives:

To reduce the rate of alcohol-impaired driving fatalities in the state by five percent from the 2011-2013 calendar base year average through targeted impaired driving enforcement and education during the *2014 Drive Sober or Get Pulled Over Year End Holiday Crackdown*.

Methodology:

REMINDER: As per directives from the National Highway Traffic Safety Administration (which provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.****

This federally-funded grant project consists of an enforcement overtime campaign from **December 5, 2014 through January 2, 2015**. The project is designed to raise awareness about the dangers of drinking

and driving, to offer deterrence through visible enforcement, to arrest impaired drivers, and to issue summonses for relevant motor vehicle violations. The grant will pay for 150 hours of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of **\$50 per hour**. The 150 overtime hours will be used for roving patrols and checkpoints.

This is a **reimbursement grant**. Participating departments will incur all costs and then submit the necessary documentation to the Division of Highway Traffic Safety for reimbursement.

This is an **enforcement campaign**. A reasonable number of impaired driving arrests and other summonses are expected in relation to overtime hours worked. Please refer to the document "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants" for further clarification.

Overtime activities can only be conducted within the dates of the project period and must be conducted between the hours of 8 pm and 4 am.

The maximum project overtime rate is **\$50.00 per hour** regardless of what officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. **It is up to the agency to establish its pay rate for the project.** The Division encourages agencies to pay all participating officers a flat \$50 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid \$50.00 - project will reimburse at \$50.00 per hour

Officers paid less than \$50.00 - project will reimburse at that lower rate

Officers paid more than \$50.00 - project will reimburse at \$50.00 per hour with the municipality covering the remainder of the rate

Again, the maximum hourly rate to be reimbursed is \$50 per hour, regardless of whether all the grant-budgeted hours are worked or not.

[SAVE](#) [SAVE/NEXT](#) [DELETE](#) [VIEW PDF](#)
[ADD NOTE](#) [FIRST](#) [PREVIOUS](#) [NEXT](#) [LAST](#)

962568

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

RESOLUTION #2014-272

TITLE: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, THE TOWNSHIP OF MIDDLE AND THE COUNTY OF CAPE MAY FOR CAPE MAY COUNTY OPEN SPACE AND FARMLAND PRESERVATION PROGRAM "MIDDLE AND LOWER TOWNSHIP BIKE PATH CONNECTION"

WHEREAS, the Township of Lower agrees that it is in the best interest of the residents of Lower Township for the County to provide funds for the acquisition of lands for open space and the development of public parks and recreation facilities or improvements; and

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

WHEREAS, the Townships of Lower and Middle have submitted an application under the 2013 Program for a Regional Bike Path Connection from Sally Marshall Crossing in Lower Township to Satt Boulevard in Middle Township with the initial amount of the request of \$412,311.

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

I hereby certify the foregoing to be the original a resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

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

OCTOBER 1, 2014 - SEPTEMBER 30, 2015

CAPE MAY COUNTY OPEN SPACE AND FARMLAND PRESERVATION PROGRAM

PREAMBLE

THIS SHARED SERVICES AGREEMENT made and dated as of the ____ day of _____, 2014, constitutes an agreement between the County of Cape May (hereinafter "County") and the Townships of Lower and Middle (hereinafter "Municipalities"), both constituting public bodies corporate and politic of the State of New Jersey.

WITNESSETH

WHEREAS, the County has determined that it is in the best interest of the County and residents therein, as well as the municipalities and residents of the individual municipalities located within the County, for the County to provide funds to such municipalities for the acquisition of lands for open space and the development of public park and recreation facilities or improvements; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16, et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

WHEREAS, the Municipalities have submitted a joint application under the 2013 Program for Regional Bike Path Connection from Sally Marshall Crossing in Lower Township to Satt Boulevard in Middle Township, New Jersey, with the initial amount of the request of \$412,311.00 (hereinafter "Submitted Proposal"); and

WHEREAS, on March 11, 2014, the Open Space Review Board has thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund this project, in an amount not to exceed \$412,311.00. This will hereinafter be referred to as the "Defined Project"; and

WHEREAS, a public hearing on this Defined Project was held on July 8, 2014 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

WHEREAS, on the basis of the information provided by the applicant, the recommendation of the Open Space Review Board, and input gathered from the public hearing,

the Board of Chosen Freeholders desires to enter into this Shared Services Agreement with the Municipalities to support the implementation of the Defined Project; and

WHEREAS, the County and the Municipalities desire to enter into this Agreement in order for the County to provide funding to the Municipalities for the aforementioned Defined Project;

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

ARTICLE I
PROVISION OF SERVICES

SECTION 101. County Funding. The County agrees to provide reimbursement funds to the Municipalities to undertake the Defined Project. Such funds shall be provided by the County to the Municipalities with no repayment requested if the Municipalities complete the Defined Project within the time frame outlined in Section 102 (the "Initial Term").

SECTION 102. Agreement Term; Terms and Conditions. The term of the Agreement shall commence on October 1, 2014 and shall terminate on September 31, 2015, which shall be the date when the Defined Project must be completed as referred to in Section 101. If the Municipalities request an extension of the Initial Term from the date referred to in Section 101, it shall make such request in writing at least 60 days prior to such date to the Clerk of the Board of Chosen Freeholders. The County shall notify, in writing, the Municipalities of the County's agreement to extend the completion of the Defined Project no later than 30 calendar days prior to the expiration date of the Initial Term.

SECTION 103. Municipal Obligation. In consideration for the County providing the funding to reimburse the Municipalities, the Municipalities agree to pay to undertake the Defined Project and to complete it by the end of the Term of this Agreement as described in Section 101.

SECTION 104. Conditions Precedent. The following items shall be conditions precedent to the performance by the County and the Municipalities of the respective obligations under this Agreement:

(a) The Approving Capital or Bond Ordinance or other budget provisions setting forth the authorization to proceed with the Defined Project of the Municipalities shall have been adopted and shall be in full force and effect. A fully executed copy must be provided to the County within 30 days of passage.

(b) Application and receipt of any necessary permits from any and all agencies.

(c) Delivery of opinions of counsel to the County and the Municipalities that this Agreement has been duly authorized and executed, and upon due execution by the other party will be a valid, binding and enforceable obligation of the County or the Municipalities, as the case may be, except as the enforceability thereof may be subject to general principles of equity and laws affecting the enforcement of creditor's rights generally.

SECTION 105. Authorized County and Municipal Representatives. a) The authorized County Representative for all purposes of the Agreement shall be the Freeholder Director or such other representative who shall, from time to time, be designated by the Freeholder Director.

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

(End of Article 1)

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

SECTION 202. Representations and Warranties by the Municipalities. The Municipalities make the following representations and warranties to the County:

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

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

(c) Litigation. Except as otherwise disclosed to the Municipalities, to the best knowledge of an Authorized Municipal Representative, there is no action, suit or proceeding at

law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Municipalities to enter into this Agreement or perform the services hereunder.

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

(End of Article II)

ARTICLE III
OPEN SPACE AND FARMLAND PRESERVATION PROGRAM REQUIREMENTS

SECTION 301. The County will reimburse the Municipalities in an amount not to exceed \$412,311.00 to support the Defined Project identified in Section 302. This amount is the maximum total amount of funding by the County to the Municipalities.

SECTION 302. Municipalities will utilize funding from the County in the amount of \$412,311.00 to support the Defined Project. The Defined Project is specifically identified and described in the Municipalities' application, presentation and recommendation by the County Open Space Review Board and is made a part of and incorporated with this Agreement as if set forth at length herein. The County's funding shall not be utilized for any other purpose. In the event said funding is not utilized for the Defined Project, the County shall declare Municipalities in default of this Agreement and require the immediate repayment of \$412,311.00 to the County as described in Section 308 herein.

SECTION 303. The Municipalities are responsible for the design, preparation, permitting, construction and completion of the Defined Project. The Municipalities will prepare detailed site plans, with engineer's estimates, for approval by the Open Space Review Board and/or the Board of Chosen Freeholders prior to the commencement of the Defined Project, and will be wholly responsible for the implementation of the Defined Project in accordance with the same. Said Defined Project is or shall be accessible to all individuals as required by the Americans with Disabilities and Amendments Act. Municipalities further agrees to assume or continue the obligations and prerogatives which otherwise apply to it as the owner of the property and of the Defined Project such as the long-term care, maintenance and operation of the Defined Project which shall include all applicable insurance thereon.

SECTION 304. The County will reimburse the Municipalities the actual amount of expenditures made by the Municipalities for implementation of the Defined Project in an amount described in Section 301 above. Upon completion of the Defined Project, the County will schedule a formal inspection of the Defined Project, and will review the Defined Project for consistency with the site plan and engineer's estimates referenced in Section 303 above. Municipalities will provide a certification to the total expenditures and provide proof of all expenditures for the Defined Project to the Chief Financial Officer of the County of Cape May within thirty (30) days of final completion of the Defined Project. Proof of all expenditures shall be in the form of vouchers or purchase orders, vendor invoices, and copies of cancelled checks (both sides). The failure to provide said documentation will result in a default of this agreement, and will result in non-payment by the County.

SECTION 305. The Municipalities agrees to indemnify the County and to hold it harmless from and against any and all damages, claims, losses and liabilities of any sort (including reasonable attorney's fees) that the County may incur as a result of or arising out of the design, preparation, construction and use of the Defined Project. In addition, Municipalities agree to have the County named annually as a primary additional insured on a general liability insurance policy with coverage at least equal to three million dollars (\$3,000,000.00) per bodily

injury or property damage occurrence until completion of the Defined Project. A certificate of insurance evidencing said coverage and the additional insured designation shall be provided to the County on an annual basis.

(a) Municipalities assume the risk of all damage, loss, cost and expense arising out of or relating to the Defined Project.

(b) It is the intention that the scope of this provision for indemnification is the widest and most comprehensive allowable by law and the Municipalities will be responsible for any and all liabilities, occurrences, damages or costs which may occur.

(c) The Municipalities and the County agree that this Agreement shall be construed to the fullest extent possible by law to impose upon the Municipalities the fullest duties of indemnity which shall include the obligation by the Municipalities to:

(1) Inspect the condition of the Defined Project, and repair as necessary;

(2) Defend the County in any claim, lawsuit, arbitration or claim of any sort completely through total and final resolution of the matter including appeals. In the event the Municipalities do not timely provide a defense and indemnity that causes the County to incur costs including attorney's fees to enforce any rights pursuant to this Agreement, then, Municipalities shall also be responsible for said costs and fees as incurred by County;

(3) Defend and indemnify the County for any claims for reimbursement and subrogation by any and all medical providers, medical insurers or workers compensation carriers or any other individual or entity.

SECTION 306. Municipalities waive all rights to make a claim (or crossclaim) or file a suit against County for, and relieves County from all liability or responsibility of any kind arising from such damages, loss, cost or expense arising out of or related to the Defined Project.

SECTION 307. Default. Failure on the part of Municipalities to comply with either the implementation of the Defined Project, in any aspect, as described in its application or any provision of this Agreement, or the satisfactory maintenance of the improvements, as required herein constitutes "default". Upon "default", as determined solely by the County, the County may, at its option, either:

(a) Declare this Agreement to be terminated, and require Municipalities to repay the funds identified herein to the County within ten (10) days; or

(b) Permit Municipalities to "cure" any default within thirty (30) days. Thereafter, County may, at its option, grant any other additional time needed to cure any default as necessary. If said default continues longer than any time frame agreed upon by County, Municipalities shall repay the funds identified herein to the County within ten (10) days.

SECTION 308. County Indemnification. The County agrees to indemnify the Municipalities and hold it harmless from and against any claims, damages, losses or liabilities that the Municipalities may incur as a result or arising out of the gross negligence on the part of the County. The County does not waive any applicable N.J.S.A. 59-1, et seq. immunities.

(End of Article III)

**ARTICLE IV
MISCELLANEOUS**

SECTION 401. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

SECTION 402. Consents. Any consents required by the County or Municipalities under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Municipal Representative) shall be adopted by a resolution of the respective governing bodies.

SECTION 403. Amendments. Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Municipalities in the case of the Municipalities and the Freeholder Director and the Board of Chosen Freeholders in the case of the County.

SECTION 404. Assignment. No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

SECTION 405. Severability. If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

SECTION 406. Term. The duties and obligations under Sections 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the Defined Project.

SECTION 407. Notices. All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Clerk, Board of Chosen Freeholders and County Treasurer. Notices to the Municipalities shall be sent to the Mayor and Clerk of the Municipalities.

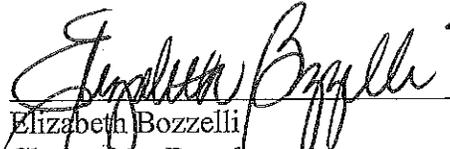
SECTION 408. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

(End of Article IV)

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

ATTEST:

COUNTY OF CAPE MAY

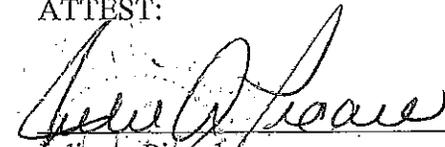

Elizabeth Bozzelli
Clerk of the Board
[SEAL]

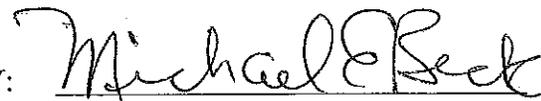
BY: 
Gerald M. Thornton
Freeholder Director

Date: September 9, 2014

ATTEST:

TOWNSHIP OF LOWER


Julie A. Picard
Borough Clerk
[SEAL]

BY: 
Michael E. Beck
Mayor

Date: 10-6-14

ATTEST:

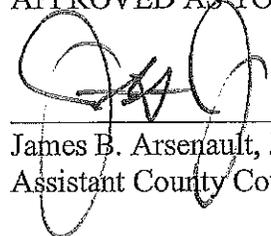
TOWNSHIP OF MIDDLE

Kimberly D. Krauss
Borough Clerk
[SEAL]

BY: _____
Timothy C. Donohue
Mayor

Date: _____

APPROVED AS TO FORM:


James B. Arsenault, Jr., Esquire
Assistant County Counsel

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 726-14

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIPS OF LOWER AND MIDDLE FOR THE
PROJECT KNOWN AS "MIDDLE & LOWER TOWNSHIPS BIKE PATH
CONNECTION", PROVIDING FOR THE FUNDING OF A PORTION OF THIS
PROJECT, IN A TOTAL AMOUNT NOT TO EXCEED \$412,311.00, WITH ADOPTION
OF ALL OTHER TERMS AND CONDITIONS OF THE
ANNEXED SCHEDULES**

WHEREAS, the County of Cape May (hereinafter "County") has determined that it is in the best interest of the County and residents therein, as well as the municipalities and residents of the individual municipalities located within the County, for the County to provide funds to such municipalities for the acquisition of lands for open space and the development of public park and recreation facilities or improvements, and historic preservation; and

WHEREAS, the County desires, pursuant to the provisions of N.J.S.A. 40:12-16 et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq. and other related statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the municipalities and their residents, to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new 2013 Program Guidelines for the Open Space Program that incorporated the two additional eligible categories of park and recreation development as well as historic preservation projects; and

WHEREAS, the Townships of Lower and Middle (hereinafter "Municipalities") have submitted an application under the 2013 Program for Regional Bike Path Connection from Sally Marshall Crossing in Lower Township to Satt Boulevard in Middle Township with the initial amount of the request of \$412,311.00 (hereinafter "Submitted Proposal"); and

WHEREAS, on March 11, 2014, the Open Space Review Board thoroughly reviewed, deliberated and voted to make a recommendation to the Board of Chosen Freeholders to fund the project, in an amount not to exceed \$412,311.00, pursuant to the attached Schedule "A". This will hereinafter be referred to as the "Defined Project"; and

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 726-14

WHEREAS, a public hearing on this project was held on July 8, 2014 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

WHEREAS, on the basis of the information provided by the applicant, the recommendation of the Open Space Review Board, and input gathered from the public hearing, the Board of Chosen Freeholders desires to enter into this Shared Services Agreement, attached hereto as Schedule "B", with the Municipalities to support the implementation of the Defined Project; and

WHEREAS, the County and the Municipalities desire to enter into this Agreement in order for the County to provide funding to the Municipalities for the aforementioned Defined Project; and

WHEREAS the Municipalities will have sole responsibility over the development and implementation of the Defined Project, including the permitting, construction, operating, and long-term maintenance of the Defined Project in accordance with all applicable laws and regulations; and

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

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. The appropriate officers of the Board, to wit, the Freeholder Director and the Clerk, are hereby authorized and directed to execute the attached Shared Services Agreement, effective October 1, 2014 through September 30, 2015, a copy of which is attached hereto as Schedule "B".
3. Encumbrance of funds under the Open Space Program to be released pursuant to the terms and conditions of the attached Shared Services Agreement.

STATEMENT

This Resolution authorizes a Shared Services Agreement with the Townships of Lower and Middle for funding for the above-referenced project under the Open Space Program, pursuant to N.J.S.A. 40:12-16, et seq.

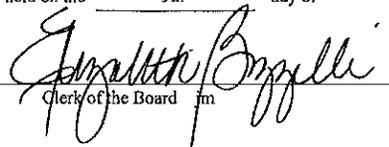
cc: Township of Lower
Township of Middle
Director/Planning Department
Division Director/Open Space & Farmland Preservation
County Treasurer
File:

STATE OF NEW JERSEY } ss:
COUNTY OF CAPE MAY }

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 9th day of

September, 20 14.

Signed,


Clerk of the Board in

Freeholders	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓					
Ms. Gabor	✓					✓
Ms. Hayes	✓					
Mr. Morey	✓				✓	
Mr. Thornton	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

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

RESOLUTION #2014-273

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$412,311.00 for an item of revenue in the budget of the year 2014 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - Cape May County Open Space Program – Bike Trail
 Total with increase to be \$412,311.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$412,311.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
 Public & Private Programs Offset by Revenues - Cape May County Open Space Program – Bike Trail
 State/Federal Share \$ 412,311.00
 Non State Share \$
 Total with increase to be \$ 412,311.00

BE IT FURTHER RESOLVED that a certified copy of this resolution with a copy of the appropriate documentation be filed with the Division of Local Government Services.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014


 Julie A. Picard, Township Clerk

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

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

RESOLUTION #2014-274

TITLE: AUTHORIZATION FOR WAIVER OF FEES FOR HELPING HANDS, INC

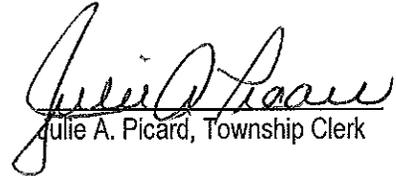
WHEREAS, Helping Hands, Inc. has done renovations on a property located at 882 Linden Street in Lower Township; and

WHEREAS, Helping Hands, Inc is a charitable non- profit organization and has requested the Township waive fees associated with the construction permit for 882 Linden Street; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the Township and its Community.

NOW, THEREFORE, BE IT RESOLVED that all permissible Township fees associated with the construction permit for the property located at 882 Linden Street (\$2,163.00) be waived.

I hereby certify this to be the original resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

Gary Playford

HELPING HANDS, INC.

415 Hoffmansville Road • Bechtelsville, PA 19505
610-754-6491 • Fax 610-754-7157

Bruce McWaters – *Executive Director*

September 18, 2014

Mr. Michael J. Voll
Township Manager
Lower Township
2600 Bayshore Road
Villas, NJ 08251

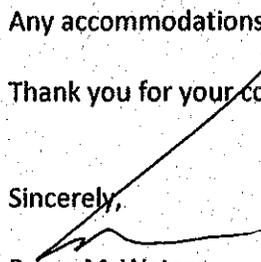
Dear Mr. Voll:

This letter is short follow up to my correspondence of June 11, 2014. (See attached) We have now completed the required work and have been issued a Certificate of Occupancy allowing us to move forward with our program activities. We are in the process of finalizing the cost of the project and were hopeful that the township might consider some relief from the permit fees we incurred.

Any accommodations you can make in this regard will be most appreciated.

Thank you for your consideration in this matter.

Sincerely,


Bruce McWaters



June 11, 2014

Mr. Michael J. Voll
Township Manager
Lower Township
2600 Bayshore Road
Villas, NJ 08251

Dear Mr. Voll:

I am the Executive Director of Helping Hands, Inc. We are a non-profit, charitable organization that has provided programs for individuals and families impacted with disabilities for over a quarter century. For the past several years we have provided a summer vacation experience at the property we own in Lower Township (882 Linden Street). For the past year we have working with officials in your Construction Department to bring the property in to compliance with codes and standards for Lower Township. As of this writing we are nearing completion of the work. The cost of the rehabilitation and upgrades has been significant. I am reaching out to you today to request a possible relief from the cost of the township permit fees incurred during the project. The cost of our program is carried by donor contributions, United Ways, service fees, and other fundraising activities. Any savings we can generate in the operation of the program, contributes to our ability to better serve the individuals and families in our care.

The communities of Lower Township provide a vacation experience that is hard to match anywhere else, and our families/ clients enjoy it greatly. Any accommodation you can make with regard to the permit fees will be most appreciated.

Thank you for your consideration in this matter.

Sincerely,

Bruce McWaters



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

Permit Number: 20140551
 Update Number:
 Control Number: 39414
 Application Date: 02/18/2014
 Permit Date: 05/13/2014

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 448 Lot: 8 Qualification Code:		
Work Site Location: 882 LINDEN STREET LOWER TOWNSHIP	Contractor: PLITNICK GENERAL CONSTRUCT	
Owner In Fee: HELPING HANDS, INC	Address: 335 WOODBINE OCEAN VIEW ROAD	
Address: 415 HOFFMANSVILLE RD	OCEANVIEW NJ 08230	
BECHTELSVILLE PA 19505	Telephone: (609) 624-9009	
Telephone: ()	Lic. No. / Bldrs. Reg. No.:	
Use Group(s): R-1	Federal Emp. No.:	

is hereby granted permission to perform the following work :

- | | | |
|--|---|-------------------------------------|
| <input checked="" type="checkbox"/> BUILDING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> DEMOLITION |
| <input checked="" type="checkbox"/> ELECTRICAL | <input checked="" type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> ELEVATOR DEVICES | <input type="checkbox"/> MECHANICAL | |
| <input type="checkbox"/> ASBESTOS ABATEMENT | <input type="checkbox"/> LEAD HAZARD ABATEMENT | |

(Subchapter 8 only)

DESCRIPTION OF WORK:
 RENOVATION

ESTIMATED COST OF WORK:

Cost of Construction: 0.00
 Cost of Rehabilitation: 95,100.00
 Cost of Demolition: 0.00

Total Cost:	\$95,100.00
-------------	-------------

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

PAYMENTS (Office Use Only)	
Building	\$1,625.00
Electrical	\$83.00
Plumbing	
Fire Protection	\$397.00
Elevator Devices	
Mechanical	
VolFee (DCA)	
AltFee (DCA)	\$162.00
DCA Minimum Fee	\$0.00
Other Fees	
CO Fee	
CCO Fee	
Minimum Fee	
Total	\$2,267.00
All Fees Waived:	No

Amount to be Paid: \$2,267.00
 Check Number: 16931
 Check amount: \$2,267.00

Gary Playford
 Construction Official

Date

Collected by: RM
 Receipt No:
 Total Cash Amount:
 Total Check Amount: \$2,267.00
 Total CC Amount:
 Grand Total: \$2,267.00

Note:

DCA 2327, -
164, -
2163 -

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

RESOLUTION #2014-275

TITLE: AWARD OF AN EXTRAORDINARY UNSPECIFIED SERVICE CONTRACT WITHOUT PUBLIC BIDDING FOR AN EVENT AND PROMOTIONAL COORDINATOR OF THE LOWER TOWNSHIP MILLMAN SENIOR CENTER

WHEREAS, the Township of Lower ("Township") has the need to acquire an Event and Promotional Coordinator for the Millman Senior center as an Extraordinary Unspecified Service pursuant to the provisions of N.J.S.A.40A:11-6.1 and N.J.A.C 5:34-2.2b; and

WHEREAS, the term of this contract shall be October 6, 2014 to October 1, 2015; and the CFO has determined funds shall be paid from proceeds of Millman Center rental fees from the budget as follows:

Appropriation # 4-01-28-370-27 Signature CFO 

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

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Amanda Basse for the services herein described and that the Business Disclosure Entity Certification and this resolution will be on file in the Clerk's office and that the notice of 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 October 6, 2015.


Julie A Picard, Township Clerk

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

TOWNSHIP OF LOWER

THIS AGREEMENT made as of the 6th day of October 2014, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and AMANDA BASSE, Shore Side Enterprises LLC, an Event and Promotional Coordinator for the Millman Senior Center, hereinafter referred to as Event and Promotional Coordinator.

WITNESSETH:

WHEREAS, pursuant to Resolution #2014-275 adopted by the Township Council, Amanda Basse will be the Event and Promotional Coordinator for the Township of Lower, for a period of twelve (12) months to commence on October 6, 2014 and ending on October 1, 2015 with an option for a second year.

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

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

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

The Township hereby contracts with Amanda Basse as its Township Event and Promotional Coordinator:

PAYMENT: Township shall pay to Amanda Basse, Event and Promotional Coordinator as follows:

1. \$200.00 Booking Fee for Large Room. \$100.00 Booking Fee for Small Room. Payment will be processed after executed event date. In the event of a cancellation, a flat rate of \$50.00 will be paid.
2. Amanda Basse will be responsible to process deposits and payments to the Township of Lower Treasurers Office within 48 hours of receipt. Checks or money order needs to written out to Township of Lower.

SCOPE OF WORK:

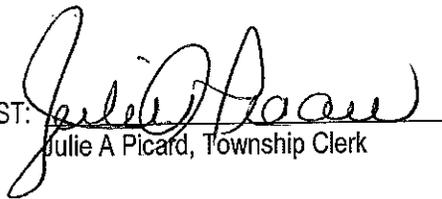
1. Facilitate contracts generated to clients for Millman Rental, which will include all completed rental applications and insurance certificate requirements.
2. Her team will be available before and after all catered/non-catered events to see that the Millman Senior Center rules and procedures are followed;
3. Amanda Basse and/or her team will conduct building checks before and after events to oversee Township hired cleaning crews.
4. Will promote the Millman Center to build exposure and clientele through Shore Side Enterprise website, Millman Center and the Millman Facebook page.

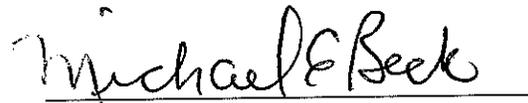
FREELANCE WORK:

1. Freelance work will be conducted at a fee of \$65.00 per hour, with prior approval and executed purchase order authorizing services.

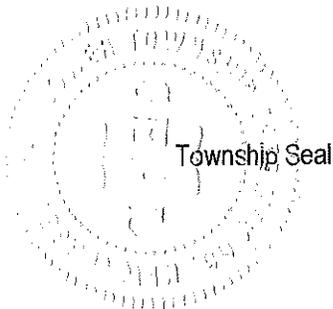
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

ATTEST:


Julie A Picard, Township Clerk


Michael E Beck, Mayor
Township of Lower

Amanda Basse
Shore Side Enterprises, LLC



**LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005**

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

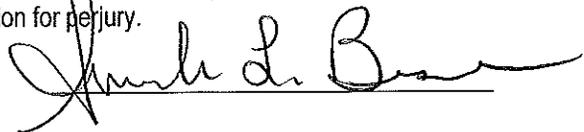
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

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

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

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

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.



Sworn and Subscribed to before me
this 1 day of OCT, 2014

Notary Public

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	
James Neville	Any present or future candidate committee or
Erik Simonsen	joint candidate committee or local political party
Norris Clark	committee formed for the election of members of
Michael E. Beck	the Lower Township governing body.

Part II B Ownership Disclosure Certification

___ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Amanda Basel	1000 55 Spruce Ave Millers NJ 08257

Part 3 B Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Shore Side Enterprises LLC

Signed: Amanda L. Basel Title: OWNER

Print Name: Amanda L. Basel Date: 10/1/14

Subscribed and sworn before me this ___ day of _____, 20____.

(Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: _____

Name of Agent: Amanda Basse

Title: _____

Date: 10/1/14

Amanda R Basse

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

RESOLUTION # 2014-276

TITLE: RESOLUTION APPROVING SETTLEMENT OF TAX APPEAL LITIGATION

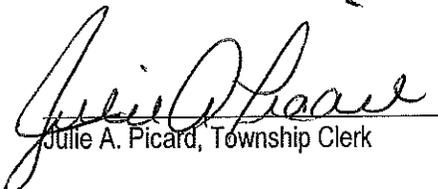
WHEREAS, the Township of Lower (the "Township") is the defendant in litigation titled Stuart H. And Sandra K. Fine v. Lower Township, Docket No. 014011-2012 (the "Litigation"); and

WHEREAS, the Township Tax Assessor and Township Solicitor have recommended that the litigation be settled in accordance with the proposed Stipulation of Settlements attached hereto as Exhibit A (the "Stipulations"); and

WHEREAS, the Township desires to settle the Litigation in accordance with the Stipulations.

Now, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Solicitor is hereby authorized and directed to settle the Litigation and to execute the stipulation of settlements in substantially the same form as is attached hereto as Exhibit A.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on October 6, 2014.


Julie A. Picard, Township Clerk

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

4. Statutory interest, pursuant to *N.J.S.A. 54:3-27.2*, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.

5. All refunds as a result of the settlement set forth herein are to be made payable to the taxpayer and forwarded to Zipp & Tannenbaum, L.L.C., 166 Gatzmer Avenue, Jamesburg, New Jersey 08831 within 60 days of the date of entry of the Judgment pursuant to *N.J.S.A. 54:3-27.2*.

ZIPP & TANNENBAUM, L.L.C.

BY:



PETER J. ZIPP, ESQ.
Attorney for Plaintiff

RONALD J. GELZUNAS ATTORNEY AT LAW

BY:

RONALD J. GELZUNAS, ESQ.
Attorney for Defendant

Dated: